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COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue

Tuesday, April 08, 2014

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. Discuss Corey Area Activity - Deputy Mancusi & Lt. Gerretz**
 - b. Presentation by Progressive Waste Solutions representatives to discuss solid waste collection throughout the City.**
 - c. Proclamation to urge all citizens to celebrate Arbor Day on April 25th 2014.**

3. **Audience Comments** - Comments shall be limited to 3 minutes per person to issues not on the agenda.
4. **Consent**
 - a. **Authorize the City Manager to enter into a 1-year contract extension with Ashbritt, Inc., for Disaster Debris Removal for Storm Events.**
 - b. **Authorize the City Manager to sign a proposal with Duke Energy in the amount of \$32,224.32 for upgraded electrical at Lift Station 12.**
 - c. **Authorize the City Manager to waive the bid requirement and enter into a Fireworks Display Contract with Pyrotecnico in the amount of \$25,000 for the July 4, 2014 fireworks show.**
 - d. **Authorize the City Manager to accept a quote from Rowland Inc. in the amount of \$13,315.00 to install reclaimed water taps to three (3) landscape medians on SR 699 (Blind Pass Road).**
 - e. **Authorize the City Manager to accept a proposal from MTM Contractors Inc. in the amount of \$46,736.80 for sidewalk and curb replacement.**
5. **Action Items**
 - a. **Election of Vice Mayor**
 - b. **Board Appointment - BIG C, Tampa Bay Regional Planning Council, Metropolitan Planning Organization, Suncoast League of Cities**
 - c. **Authorize the City Manager to enter into an agreement with SPB Classic, LLC to provide sponsorship in an amount not to exceed \$12,000 for law enforcement and other services related to managing the race course for the 2014 Walgreen's St. Pete Beach Classic.**
 - d. **Authorize the City Manager to enter into an agreement with Tindale-Oliver & Associates in the amount of \$22,279.54 to conduct two (2) community workshops in Pass-A-Grille to seek input and direction regarding the creation of design/development standards to protect the architectural and historic integrity of the community.**
6. **Ordinances**
 - a. **Ordinance 2014-02, Final Reading and Public Hearing, an ordinance of the City of St. Pete Beach, Florida providing for a supplemental appropriation to the Wastewater Fund for fiscal year ending September 30,**

2014, providing for funding and providing for an effective date.

- b. Ordinance 2014-03, First Reading and Public Hearing, amending subsection (o) of Section 82-137 of Division 1 of Article III of Chapter 82, of the Code of Ordinance, as it relates to stopping, standing or parking of vehicles.**

7. Resolutions

- a. Adoption of Resolution 2014-02, providing for acceptance of the votes cast in the General Election held on March 11, 2014.**

8. Items for Discussion

- a. Commission Meeting format**

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.

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

Issue Considered: Presentation by Progressive Waste Solutions representatives to discuss solid waste collection throughout the City.

Date: 4/8/14

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: At the 3/25/14 City Commission meeting a discussion item was added regarding solid waste collection throughout the City. Some of the concerns raised were early start times on the north end of the City (before 7am) and a lack of clean up after brush collection (broom sweep cleaning) on the south end of the City.

City staff has invited Mr. Ian Boyle, Government Affairs Manager, and Mr. Justin Helm, Operations Manager, from Progressive Waste Solutions to discuss these concerns and any other concerns City Commission may have.

**Reviewed by
City Manager:**

MB

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

Issue Considered: Proclamation to urge all citizens to celebrate Arbor Day on April 25th 2014.

Date: April 8, 2014

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: The City of St. Pete Beach has been named a Tree City USA by the National Arbor Day Foundation in the past. Being a Tree City USA helps present the kind of image that most citizens want to have for the place they live. It shows that we are a community that truly cares about and takes pride in our environment. One of the requirements for Tree City USA designation is a proclamation to urge all citizens to celebrate Arbor Day and we are happy to comply with this requirement. We also encourage everyone to visit www.arborday.org/arborday to learn more.

Attachments: Proclamation

**Reviewed by
City Manager:** MB

Proclamation

City of St Pete Beach, Florida

- WHEREAS,** *the City of St. Pete Beach has been named a Tree City USA by the National Arbor Day Foundation; and*
- WHEREAS,** *in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and*
- WHEREAS,** *this Holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska and is now observed throughout the nation and the world; and*
- WHEREAS,** *trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and*
- WHEREAS,** *trees are a renewable resource giving us paper and wood for our community, and wherever they are planted, are a source of joy and spiritual renewal.*

NOW, THEREFORE, I, the Mayor of the City of St. Pete Beach by the authority vested in me, do hereby proclaim, April 25th, 2014 as the 142nd anniversary celebration of:

ARBOR DAY

in the City of St. Pete Beach, and urge all citizens to celebrate Arbor Day, to support efforts to protect our trees and woodlands, and to plant trees to gladden the hearts and promote the well-being of this and future generations.

SEAL:

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of St. Pete Beach, Pinellas County, Florida to be affixed this 8th day of April, 2014.

Mayor

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

Issue Considered: Authorize the City Manager to enter into a 1-year contract extension with Ashbritt, Inc., for Disaster Debris Removal for Storm Events.

Date: 4/8/2014

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: A Request for Qualifications (RFQ) was released for qualifications and price proposals for disaster debris removal for storm events in 2011. City Commission approved a 3-year contract on 5/24/2011. The Florida Department of Transportation (FDOT) is required to clear State highways and bridges, but the City is responsible for debris clearing and removal on all City streets. Debris clearing and removal is reimbursed from the Federal Highway Administration (FHWA) and the Federal Emergency Management Agency (FEMA) for public access roads, right-of-ways, and public property. As learned with Tropical Storm Debby, it is encouraged by FEMA and easier for reimbursement purposes if a pre-storm contractor completes disaster recovery and monitoring rather than City staff.

Ashbritt, Inc. not only offers debris removal, they go one step further in providing turnkey rebuilding services, personnel training, and financial underwriting if needed. Ashbritt, Inc. is a well-known company that provides emergency services across the US, with corporate headquarters in Pompano Beach, FL, and regional offices in Fort Myers, FL.

Due to its nature the Ashbritt, Inc. RFQ is over 200 pages and meant to address any and all circumstances that may arise after a storm event. It is available in the Public Services Department if any one wishes to review.

Requested Motion: "I move to authorize the City Manager to enter into a 1-year contract extension with Ashbritt, Inc., for Disaster Debris Removal for Storm Events."

Attachments: Debris Removal Contract
Debris Removal Contract Extension

**Reviewed by
City Manager:** MB

The City of St. Pete Beach, Florida

Pre-Storm Contract for Disaster Recovery Services

THIS CONTRACT is made this the 24 day of MAY 2011, by and between **AshBritt, Inc.** a Florida corporation (hereinafter referred to as "**Contractor**") and the **City of St. Pete Beach**, a political subdivision of the State of Florida (hereinafter referred to as "**City**").

RECITALS

WHEREAS, it is foreseen that it is be in the public interest to provide for the expedient removal of storm debris within the corporate limits of the **City** and to provide recovery Technical Assistance to the appointed and elected officials resulting from a future natural or manmade disaster; and

WHEREAS, the **City** has in the past suffered the full force and effects of major storms and the resulting destruction brought upon the **City** by such storms or manmade events; and

WHEREAS, the Public Health and Safety of all the citizens will be at serious risk; and

WHEREAS, the immediate economic recovery of the **City** and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, the availability of experienced prime storm debris contractors may be severely limited; and

WHEREAS, **AshBritt, Inc.** has the experience, equipment, manpower, wherewithal, and resources, as well as the permits and licenses to perform all related debris and other storm services; and

WHEREAS, the **City** and the **Contractor** have agreed to the Scope of Services, pricing schedule, terms, conditions and technical specifications as set out in this competitive Contract; and

THEREFORE, said parties do agree to the following stipulations, conditions and technical specifications.

1.0 SERVICES

1.1 Scope of Contracted Services:

The **Contractor** shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all *eligible storm-generated debris (hereinafter referred to as "debris")*, including hazardous and industrial waste materials and within the time specified in Section 3.3 of this

Contract. Emergency debris push, debris removal, demolition of structures and hazard mitigation actions shall be limited to:

- 1) That which is necessary to eliminate immediate threats to life, public health, and safety;
- 2) That which has been necessary to eliminate immediate threats of significant additional damage to improved public or private property;
- 3) That which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

The contractor provided services shall provide for the effective and efficient removal and lawful disposal of storm debris accumulated on all public properties, streets, roads, other rights-of-way, public school properties, any other locally owned facility or residential or commercial site as may be directed by the **City**. Contracted services will only be performed after the delivery, to the **Contractor**, an Approved Work Authorization and a Notice-to-Proceed by the **City**. The **Contractor** shall load and haul the debris from within the legal boundaries of the City to a site(s) specified by the **City** as set out in Section 4.8 of this Contract.

1.2 Emergency Road Clearance / Push:

The **Contractor** shall accomplish the push by the cutting, tossing, stacking and/or pushing of storm debris from the primary transportation routes including hazardous hanging limbs and/or hazardous leaning trees as identified by and directed by the **City**. This operational aspect of the scope of contracted services shall be for a period of 72 daylight hours (plus or minus) after a disaster event, unless extended by the **City**. Once this debris push task is accomplished, the following additional tasks will begin as requested.

1.3 Right-of-Way (ROW) Removal:

The **Contractor** shall mechanically load and/or haul all debris from the local ROW when directed to do so by the **City**. The debris materials shall be delivered to a City designated Temporary Debris Storage and Reduction Site (TDSRS) for processing. The **Contractor** shall use reasonable care to prevent damage to **City** or private property not already damaged by the disaster event, or by other causes, in the process of ROW debris removal.

1.4 Right-of-Entry (ROE) Removal (if implemented):

The **Contractor** will remove ROE debris from private property with due diligence, as directed by the **City**, or the monitoring team. The **Contractor** agrees to make reasonable efforts to save from destruction items that the property owners wish to save, (i.e., trees, small buildings, etc.) The **Contractor** will exercise caution when working around public utilities (i.e., gas, water, electric, sewer, etc.). Every effort will be made to mark and avoid these utilities. **Contractor** does not warrant that utility damages will not occur as a result of conducting the debris removal services on private property.

1.5 Demolition of Structures (if implemented):

The **Contractor** will demolish any unsafe structures designated for removal only at the direction of the **City**. The **Contractor** will abide by all asbestos abatement regulations unless waived by the Government.(see section 5.14) The **Contractor** agrees to demolish and remove in a timely manner all unsafe structures as determined and directed by the **City** as set out in Section 1.1 of this Contact

1.6 Private Property Waivers:

The **City** will secure all necessary permissions, waivers and Right-of-Entry Agreements from property owners as prescribed by the Government for the removal of debris and/or demolition of structures from residential and/or commercial properties, as set out in Sections 1.4 and 1.5 above.

1.7 Management of Temporary Debris Sites:

The **Contractor** shall operate and manage all Temporary Debris Storage and Reduction Sites (TDSRS) as the **City** may require and authorize. In doing so, the contractor will perform all, but not limited to, the following actions:

- A. Prepare a layout plan for each site
- B. Provide the **City** with a pre-use condition report to include soil test, photos and other evidence of prior use and conditions.
- C. Provide site security, traffic control, fire safety, tower construction and the environmental safe guard requirements of the Government.
- D. Process all debris as directed by the **City**, to include grinding, incineration, and/or compaction with as much separation as may be practical.
- E. Separate white goods for specialized disposal as directed by the **City**.
- F. Restore any TDSRS to as near pre-storm conditions as possible using the pre-use condition report as a basis. Leave such to the site improvements as the **City** may elect.

1.7 Disaster Recovery Technical Assistance:

The **Contractor** will provide, upon request, Disaster Recovery Technical Assistance to elected and appointed officials within the **City**. This service shall include support guidance on all aspects of the recovery process. Emphasis will be on the debris management disaster grants. The contractor will provide compliance and documentation support through the use of experienced specialists. These specialists will be supervised by a senior contractor team member with the goal of assisting the **City** to receive the maximum reimbursement available from external sources.

1.8 Other Disaster Services:

The **City** may require, request, and direct the contractor to supply and/or perform other/additional services not set out in the scope of services for this contract. These additional taskings shall be conveyed in writing to the contractor and any such conveyance shall become an amendment to this contract.

1.8.1 Additional Support Services:

The **Contractor** can/will provide *Additional Support Services* as requested by the **City**. The **Contractor** maintains an inventory of professional storm recovery service

providers, which include but are not limited to: emergency power, potable water, emergency ice, feeding facilities, disaster worker support (housing, laundry, and security), waterway clearing, and preservation of historical sites, vessel recovery, hazardous waste remediation, and bio-terrorism remediation. In the event the **City** requests the contractor to provide *Additional Support Services*, the contractor will deliver immediately a price value for each service requested for consideration and negotiation

The multitude of variables attending such services (i.e., timing, distance, units required, and necessary duration of service), makes the listing or pricing of each such services as an attachment to this contract impractical. This contractor will provide such services at the lowest possible unit, hourly or lump sum price using the pricing value listing mentioned in section 1.8.1

2.0 PERFORMANCE OF SERVICES

2.1 Description of Service:

The **Contractor** agrees to perform the contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the Contract documents or meeting the approval of the **City** may be rejected. Replacements and/or rework, as may be required, will be accomplished at no additional cost to the **City**.

2.2 Cost of Services:

The **Contractor** shall bear all costs of performing contracted services, as directed by the **City**, including but not limited to that which is set out in Section 1.0. This will include applicable permits and license fees as well as all maintenance costs required to maintain its vehicles and other operating equipment in a condition adequate to accomplish the contracted services as set out in this contract.

2.3 Matters Related to Performance:

2.3.1 Subcontractor(s):

The **Contractor** may utilize the service of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent the **Contractor** is responsible for the acts and omissions of its employees. The **Contractor** shall ensure that all its subcontracts have and carry the same major provisions of this Contract and that the work of their subcontractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the **City**. The **Contractor** shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the **City**.

2.3.2 Indemnification:

The **Contractor** agrees to indemnify, hold harmless and defend the **City** from and against any and all liabilities, suits, actions, legal proceedings, claims demands, damages, costs and expenses (including reasonable attorney's fees) rising out of any act or omission of the **Contractor**, its agents, subcontractors or employees in the performance of this Contract.

2.3.3 Insurance(s):

The **Contractor** agrees to keep the following Insurance in full force and effective during the term of this Contract. The **Contractor** must also name the **City**, as additional insured, while working within the boundaries of the **City**.

2.3.4 Worker's Compensation:

This coverage is required if the **Contractor** employs individuals on either a full or part-time basis to perform the contracted services.

- ◆ Coverage A Statutory State Requirements
- ◆ Coverage B \$1,000,000

2.3.5 Automobile Liability:

- Bodily Injury \$1,000,000 each person
 \$1,000,000 each accident
- Property Damage \$1,000,000 each accident

2.3.6 Comprehensive General Liability:

- Bodily Injury \$1,000,000 each person
 \$2,000,000 aggregate
- Property Damage \$1,000,000 each accident
 \$2,000,000 aggregate

2.3.7 Insurance Cancellation / Renewal:

The **Contractor** will notify the **City** at least thirty (30) days in advance of cancellation, non-renewal or adverse change to the required insurance. New certificates of insurance are to be provided to the **City** at least ten (10) days following coverage renewals or changes.

3.0 STANDARDS OF PERFORMANCE

3.1 Contractor Representative:

The **Contractor** shall have a knowledgeable and responsible Manager/Supervisor report to the **City/Town's** designated Contract Representative within twenty four (24) hours following a Notice-to-Proceed issued by the **City**. The Contractor Manger/Supervisor shall have the authority to implement all actions and

commitments required to begin the performance of contracted services as set out in this Contract and the Contractor's General Operations Plan.

3.2 Mobilization:

When the written Notice to Proceed has been received by the Contractor and/or the on-site Contractor Manager/Supervisor, he/she will make all necessary arrangements to mobilize sufficient resources to begin work within 24 hours. The balance of the maximum required resources will be mobilized as needed to support the most efficient workforce augmentation as possible.

3.3 Time to Complete:

The **Contractor** shall complete all directed work as set out in Section 1.0 of this Contract in 180 working days and in accordance with Section 5.8 of this Contract, unless extended by the **City**.

3.4 Completion of Work:

The **Contractor** shall be responsible for removal of all debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished by the use of hand labor.

3.5 Extensions :

In as much as this is a "time is of the essence" based Contract; the commencement of contracted services will be as set out in Section 3.2. If the completion of this Contract is delayed by actions of the **City**, then the Contract shall be extended for such time as caused by the delay to allow the **Contractor** to complete the performance of the Contract. This Contract may be extended by mutual consent of both the **City** and the **Contractor** for reasons of additional time, additional services and/or additional areas of work.

3.6 Term of Contract:

The term of the Contract shall be for three (3) consecutive years beginning on the date of acceptance by and signatures of the **City** and **Contractor**, with the **City** having the option to extend the terms of this Contract for two (2) additional one-year periods.

3.7 Contract Renewal:

This Contract may be renewed for additional one year terms after a written acceptance of both parties on any negotiated changes to the terms and specifications contained in this Contract. Section 7.0 and Exhibit-B (*AshBritt Hourly/Service Rate Schedule*) of this Contract may be reviewed on an annual basis, at which time amended unit costs may be submitted by the **Contractor** to the **City** to reflect the current disaster recovery market value of all contracted services in this Contract. Such amendments shall become part of this Contract after both parties sign any such written amendment(s).

3.8 Contract Termination:

This Contract shall terminate upon 180 days written notice from either party and delivered to the other party, as set out in Section 8.1 of this Contract.

4.0 GENERAL RESPONSIBILITIES

4.1 Other Agreements:

The **City** may be required to enter into agreements with Federal and/or State agencies for disaster relief. The **Contractor** shall be bound by the terms and conditions of such agreements. A copy of any such agreements or instructions shall be delivered to the contractor, in writing, in the shortest possible time.

4.2 City Obligations:

The **City** shall furnish all information and documents necessary for the commencement of contracted services, to include a valid written Notice to Proceed. A representative will be designated by the **City** to be the primary point of contact for inspecting the work and answering any on site questions prior to and after activation of this Contract via a written Notice to Proceed. The **City** is responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the availability and responsibility for storm debris services. The **Contractor** may assist the **City** with the development of debris-based PSA(s), if requested.

4.3 Conduct of Work:

The **Contractor** shall be responsible for planning and conducting all operations in a satisfactory workmanship manner. The **Contractor** shall exhibit respect for the citizens and their individual private properties. All operations shall be conducted under the review of a **City** Representative. The **Contractor** shall have and require strict compliance with accepted ethical practices.

4.4 Supervision:

The **Contractor** will supervise and/or direct all contracted services. The **Contractor** is solely responsible for the means, methods, techniques, safety program and procedures. The **Contractor** will employ and maintain on the work site a qualified supervisor who shall have full authority to act on behalf of the Contractor on all communications given to the supervisor by the **City**.

4.5 Damages:

The **Contractor** shall be responsible for conducting operations in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. **Contractor** shall also be responsible for any damages owing to the negligence of its employees and subcontractors as set out in Sections 1.2 through 1.5 of this Contract.

4.6 Other Contractor(s):

The **Contractor** shall acknowledge the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

4.7 Ownership of Debris :

All debris shall become the property of the Contractor for removal and lawful disposal. The debris will consist of, but not be limited to vegetative, construction and demolition, white goods and household solid waste.

4.8 Disposal of Debris:

Unless otherwise directed by the **City**, the **Contractor** shall be responsible for determining and executing the method and manner for lawful disposal of all eligible debris, including regulated hazardous waste. The location of the TDSRS(s) and final disposal site(s) shall be determined by the **City**. Other additional sites may be utilized as directed and/or approved by the **City**.

5.0 GENERAL TERMS and CONDITIONS

5.1 Geographic Assignment:

The geographic boundary for work by the Contractor's crews shall be as directed by the **City** or its monitors. Work will be limited to properties located within the **City** legal boundaries.

5.2 Multiple, Scheduled Passes:

The **Contractor** shall make no fewer than two scheduled and/or unscheduled passes of each area impacted by the storm event. The **City** shall direct the intervals of time for all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the **City**. Upon agreement between the **City** and the **Contractor** the number of passes may be increased based on mutual agreement regarding the amount of additional debris brought to the ROW.

5.3 Operation of Equipment:

The **Contractor** shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the **City**. Should operation of equipment be required outside of the public ROW, the **City** will provide a Right-of-Entry Agreement, as set out in Section 1.6 of this Contract.

5.4 Certification of Load Carrying Capacity:

The **Contractor** shall submit to the **City** a certified report indicating the type of vehicle, make and model, license plate number, assigned debris hauling number and measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to haul storm generated debris.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the **City** or its monitors and Contractor Representative(s). A standard measurement form certifying actual physical measurements of each piece of hauling equipment shall be an attachment to the certified report(s) submitted to the **City** by the contractor or monitor.

5.5 Vehicle Information:

The maximum load capacity of each hauling vehicle will be rounded to the nearest whole cubic yard (CY). (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up.) The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the trailer measurement form and placarded on each numbered vehicle or piece of equipment used to haul debris. All vehicles or equipment used for hauling will have and use a Contractor approved tailgate and sideboards will be limited to those that protect the load area of the trailer.

5.6 Security of Debris During Hauling:

The Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment used to haul debris. Prior to leaving the loading site(s), the Contractor shall ensure that each load is secure and trimmed so that the debris does not extend horizontally beyond the bed of the hauler. All loose debris shall be reasonably compacted and secured during transport.

5.7 Traffic Control:

The **Contractor** shall mitigate the impact on local traffic conditions to all extents possible. The **Contractor** is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices. The **Contractor** shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal site(s).

5.8 Monitoring of Debris Operations

The Government may require that the **City** conduct a debris monitoring program. The contractor will assist the monitoring team, if this activity is by force account or contracted. The contractor will cooperate and coordinate with the debris monitoring team in all aspects of the team activity. If the **City** elects to conduct the debris monitoring by force account, the contractor will conduct detailed debris monitoring training at the request of the **City**. Debris eligibility determinations, by the monitoring team, shall be made at the point of vehicle loading. Determinations of the vehicle percentage full, by the monitoring team, shall be made at the entrance to the TDSRS.

Logistical support and reports to the **City** on debris monitoring activities are the responsibility of the team manager or monitoring contractor.

5.9 Work Days/Hours:

The **Contractor** may conduct debris loading and hauling operations from sunup to sundown, seven days per week. Any mechanical, debris reduction operations at the TDSRS may be conducted twenty-four hours per day, seven days per week. The work week is from the start of operations on Sunday am, thru the end of operations on Saturday pm. Adjustments to work days and/or work hours shall be as directed by the **City** following consultation and notification to the **Contractor**.

5.9 Hazardous and Industrial Wastes:

The **Contractor** shall set aside and reasonably protect all hazardous or industrial materials encountered during debris removal operations for collection and disposal in accordance with local, state and federal guidelines governing the transportation and disposal of said hazardous or industrial materials. The **Contractor** will provide, operate and maintain a Hazardous Waste and Industrial Material Storage and Containment area until proper disposal of such waste is feasible. The **Contractor** may use the services of a subcontractor specializing in the management and disposal of such materials and waste, if the contractor is directed to conduct such operations by the **City**.

5.10 Stumps:

All hazardous/eligible stumps identified by the **City** will be extracted, loaded, transported, stored, reduced and disposed in accordance with the standards of this Contract. Stump voids will be filled with clean fill material native to the geographical area. All stumps that are removed and the stump voids that are filled will be documented, and invoiced by the contractor for payment in accordance with the rates contained on Exhibit B (Perquimans City Unit Rate Schedule).

5.11 Utilizing Local Resources:

The **Contractor** shall, to the greatest extent practical, will give priority to utilizing resources within the **City**. This local preferences priority will include, but not limited to, debris hauling, procurement of services, supplies and equipment, and awarding other recovery service subcontracts and employment to the local work force.

5.12 Work Safety:

The **Contractor** shall provide and enforce a safe work environment in all activities to which it is tasked. The **Contractor** will provide such safety equipment, training and supervision as may be required by the **City** and/or Government. The **Contractor** shall ensure that its subcontracts contain a similar safety provision.

5.13 Inspection and Testing:

All debris shall be subject to adequate inspection by the **City** or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state and local laws. The **City** will, at all times, have

access to all work sites and disposal areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work activities, equipment, materials, invoices plus other relevant records and documentation.

5.14 Other Agencies:

The term "Government" as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.

6.0 REPORTS CERTIFICATIONS and DOCUMENTATION

6.1 Accountable Debris Load Forms:

The **City** shall accept the serialized copy of the **Contractor's** debris reporting ticket(s) as the certified, original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the TDSRS. The serialized ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station(s). These tickets will also be utilized for debris haul out for final disposal. These tickets will be the basis of any electronic generated billing and/or report(s).

6.2 Reports:

The **Contractor** shall submit periodic, written reports to the **City** as requested or required, detailing the progress of debris removal, processing and disposal. These reports may include, but not limited to:

6.2.1 Daily Reports:

The daily reports will detail the location where passes for debris removal were conducted, the quantity of debris (by type) removed or disposed, the total number of crews engaged in debris management operations, the crews assignments by zone, the number of burners, grinders, chippers and mulching machines in operation, and their daily production. The **Contractor** will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of the Contractor's operations. This report will reflect close of business at 6 pm the prior twenty four (24) hours.

6.2.2 Weekly Summaries:

A weekly summary of all information contained in the daily reports as set out in Section 6.2.1 will be provided to the **City**. The contractor will provide this report within two business days after the end of the week. The **Contractor** will provide both reports in written and electronic format if requested.

6.2.3 Report(s) Delivery:

The scheduled time and point of delivery for the debris and other recovery operations reports will be directed by the **City** in consultation with the **Contractor**.

6.2.4 Final Project Closeout Report:

Upon final inspection and/or closeout of the project by the **City**, the **Contractor** shall prepare and submit a detailed description of all debris management activities to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed, plus the total cost of the project invoiced to the **City**. If requested, the **Contractor** will provide additional information to adequately document the conduct of the debris management operations for the **City** and/or Government, to include electronic spread sheets.

6.3 Additional Supporting Documentation:

The **Contractor** shall submit reports and/or other documentation on debris loading, hauling, disposal and load capacity measurements as may be required by the **City** and/or Government to support requests for debris project reimbursement from external funding sources.

6.4 Report Maintenance:

Contractor will be subject to audit by federal, state and local agencies pursuant to this Contract. The **Contractor** will maintain all reports, records, and debris reporting tickets and contract correspondence for a period of not less than three (3) years. These maintained reports may be electronic scanned copies of the daily load tickets and tower determination of percent full.

6.5 Contract File Maintenance:

The **Contractor** will maintain this Contract and the invoices that are generated for the contracted services for a period of five (5) years or the period of standard record retention of the **City**, whichever is longer.

7.0 UNIT PRICES and PAYMENTS

7.1 Unit Price for Emergency Push / Road Clearance:

The **Contractor** will invoice the **City** and be paid for this contracted service in accordance with the rates as set out in Exhibit-A (AshBritt Fee Schedules)

7.2 Unit Price for Debris:

The unit price per cubic yard includes all costs for mobilization, loading, transportation, storage, reduction, disposal, overall project management and demobilization as may be directed by the **City**. All eligible contracted debris shall be invoiced in accordance with the rates set out in Exhibit-A (AshBritt Fee Schedules)

7.3 Unit Prices for Stumps:

The **City** will determine the necessity and eligibility for ALL stump removal. The unit price of compensation for stump pulling, loading, transportation, storage, reduction and/or disposal shall be based on the stump size and corresponding rate as set out in Exhibit-A (AshBritt Fee Schedules)

7.4 Billing Cycle:

The **Contractor** shall invoice the **City** on a bi-weekly basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps will support all invoices.

7.5 Payment Responsibility:

The **City** agrees to accept the **Contractor's** invoice(s) and supporting documentation as set out in Section 6.3 of this Contract and process said invoices for payment within 30 days of the receipt of the **Contractors** invoice. The **City** will advise the **Contractor** within five (5) working days of receiving any debris service invoice that requires additional information for approval to process for payment.

7.6 Ineligible Work:

The **Contractor** will not be paid for the removal, transportation, storage, reduction and/or disposal of any material or stumps as may be determined by the **City** and/or Government as ineligible debris.

7.6.1 Eligibility Inspections:

The **Contractor** and **City** or the Monitoring Team will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris, as set out in Section 1.1 of this Contract.

7.6.2 Eligibility Determinations:

If any load is suspect to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill, receiving facility or at a special location at the TDSRS. The **Contractor** will not invoice the **City** for such load(s) until the issue of eligibility is resolved.

7.7 Unit Price/Service Negotiations:

Unknown and/or unforeseen events or conditions may require an adjustment to the pricing for Sections 7.1, 7.2 and 7.3 in Exhibit B. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiations between the **City** and the **Contractor**. The results are subject to the review by the Government.

7.8 Specialized Services:

The **Contractor** may invoice the **City** for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified

under Section 1.0 of this Contract. Additional specialized services will only be performed if/when directed by the **City**. The rate for specialized mobilization and demobilization shall be fair and reasonable and in accordance with Exhibit B.

7.9 Amended Pricing

The pricing of services in this contract reflects the anticipated severity and magnitude of a major disaster event. The **City** may choose to activate the **Contractor** in response to a disaster event of less magnitude. Upon contractor activation, by Notice-to-Precede, for a lesser event the **Contractor** reserves the right to submit to the **City** an amended and reduced pricing schedule. Any such amended pricing schedule will be submitted within three (3) business days of activation or upon the completion of the **AshBritt** damage assessment survey, whichever occurs first.

The **City** will indicate acceptance within 24 hours of the delivery of the proposed amended pricing schedule and the logic for such action. Any amendment to the contract pricing for a current activation does not amend the pricing for any future disaster event.

8.0 MISCELLANEOUS

8.1 Notice:

Whenever in this Contract it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and forwarded by certified or registered mail and addressed as follows:

To Contractor at:

John W. Noble, COO
AshBritt, Inc.
565 East Hillsboro Blvd
Deerfield Beach, FL 33441

To City at:

City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, Florida 33706-1839

8.2 Applicable Law:

The laws of the State of Florida shall govern this Contract.

8.3 Entire Contract:

This Contract (including any schedules or exhibits attached hereto) constitutes the entire Contract and understanding between the parties with respect to the matters contained herein. This Contract and RFP Documents supercedes any prior contracts and/or understandings relating to the subject matter hereof. This Contract may be modified, amended or extended by a written instrument executed by both parties as per Sections 7.7 and 8.1 of this Contract.

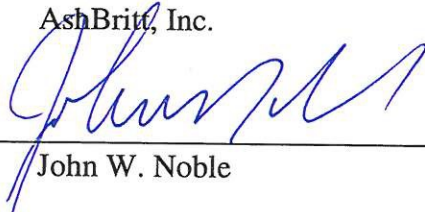
8.4 Waiver:

In the event one of the parties waives a default by the other, such a waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default of the other provisions of this Contract, by either party.

8.5 Severability:

If any provision of this Contract is deemed or becomes invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations. If it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Contract will remain in full force and effect.

IN WITNESS WHEREOF, the **Contractor** has caused this Contract to be signed in its corporate name by its authorized representative and the **City** has caused this Contract to be signed in its legal corporate name by persons authorized to execute said Contract as of the day and year first written above on page one.

AshBritt, Inc.
By: 
John W. Noble

Title: _____
Chief Operating Officer

St. Pete Beach, Florida
By: 

Title: City Manager

ATTEST:

 marketing
Name – Title

ATTEST:

Colette Graston
Name – Title Executive Assistant

Attachments: Exhibit-A (*AshBritt Fee Schedule*)

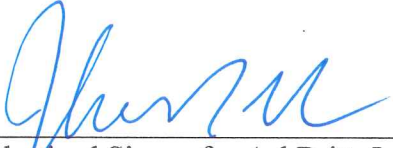


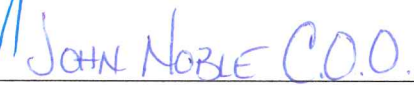
RE: AMENDMENT OF CURRENT CONTRACT

THIS EXTENSION OF CONTRACT ("Extension") is made this 25th day of February for the purpose of extending the contract known as Pre-Storm Contract for Disaster Recovery Services - Term Extension Contract, dated May 24th, 2011 (Original Contract") between AshBritt, Inc. and the City of St. Pete Beach, FL.

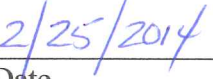
1. The Original Contract is described below and will end on May 24, 2014.
 - a. Pre-Storm Contract for Disaster Recovery Services
2. The Parties agree to extend the Original Contract, which will begin immediately upon the expiration of the original time period and will end on May 24, 2015.
3. This Extension binds and benefits both Parties and any successors or assigns. This document, in addition to the Original Contract, is the entire agreement between the Parties.

All other terms and conditions of the Original Contract remain unchanged.



Authorized Signor for AshBritt, Inc.


Printed Name



Date

Authorized Signor for St. Pete Beach

Printed Name

Date

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

Issue Considered: Authorize the City Manager to sign a proposal with Duke Energy in the amount of \$32,224.32 for upgraded electrical at Lift Station 12.

Date: 04/08/2014

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: As a part of the Lift Station 12 project, new three phase power needs to be installed. The closest source for this is north of Ron McKinney Park. The initial cost estimate for this work was \$47,000. City staff was able to reduce this amount by agreeing to trench and install the conduit ourselves. Duke Energy can then pull the wire and complete the electric installation. Completing the project in this manner saves the City close to \$15,000.

Lift Station 12 is currently on bypass pumping and considered an emergency repair. An engineering evaluation was completed in August 2013, the design engineering was approved in October 2013, the Request for Proposals (RFP) was issued in January 2014, a mandatory pre-bid meeting was held on February 4, 2014, sealed bids were opened on February 20, 2014, and City Commission approved the pump purchase, electric easement and construction contract on March 25, 2014.

Per the City's Purchasing Manual the approval of the City Commission shall be required for the purchase of any supplies, materials, equipment or contractual services, or the making of any City improvement in excess of \$25,000. The funding source for this project is provided under Ordinance 2014-02.

Requested Motion: "I move to authorize the City Manager to sign a proposal with Duke Energy in the amount of \$32,224.32 for upgraded electrical at lift station 12.

Attachments: Duke Energy Lift Station 12 Invoice

**Reviewed by
City Manager:**

MB

Duke Energy
St. Petersburg, FL
3/3/2014

INVOICE Reprint

Please mail remittance and signed copy of Invoice
to:

Duke Energy
CIAC (BAY 72)
PO Box 14042
St. Petersburg, FL 33733

Service Address:

9300 BLIND-PASS RD
ST PETE BEACH FL 33706

Customer Number:

0960079476

WMIS WR Number:

643487

Work Description:

CITY OF ST PETE BEACH ADD 3 PHASE OPEN DELTA UG

Total CIAC Due: \$ 32,224.32

This invoice reflects Contribution in Aid of (CIAC) Construction for the above referenced work.

Agreement: The customer acknowledges receipt of invoice cover letter and further understands Customer is responsible for removing all obstructions from the route along which the Company's facilities are to be installed. Company shall not be responsible for any damage to shrubs, trees, grass, sod or any other foliage or property caused by the Company's equipment during installation of the Company's facilities. In addition, the Company shall not be responsible for the repair or replacement of underground facilities on the Customer's property damaged during the installation of the Company facilities, unless, prior to the Company's construction, the owner of the facilities clearly identified and marked the location of such facilities pursuant to any applicable statutory requirements concerning underground facility damage prevention.

The undersigned hereby authorizes Duke Energy to perform this work with necessary labor, facilities and equipment and acknowledges the invoice amount becomes invalid if the signed agreement is not received by Duke Energy on or before 30 days.

Customer Signature

Date: _____

Name (please print or type)

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

Issue Considered: Authorize the City Manager to waive the bid requirement and enter into a Fireworks Display Contract with Pyrotecnico in the amount of \$25,000 for the July 4, 2014 fireworks show.

Date: 04/08/2014

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: The City budgeted \$21,000 for July 4th fireworks and \$4,000 for a barge this year. However, since the show was very successful last year without the barge staff is recommending spending all of the monies on fireworks and shooting from Upham Beach again this year.

We have used Pyrotecnico in the past, they are well established, and have significant experience. They have shot from this location before with success and know our specific policies and procedures. The Fire Marshal has reviewed the contract and proposal and is satisfied. We have also met with the Sheriff Office to discuss the needed police presence for the event and the City Attorney has reviewed the contract and is satisfied.

Requested Motion: “I move to authorize the City Manager to waive the bid requirement and enter into a Fireworks Display Contract with Pyrotecnico in the amount of \$25,000 for the July 4, 2014 fireworks show.”

Attachments: Fireworks Display Contract
Fireworks Presentation

**Reviewed by
City Manager:** MB



V I T A L E F A M I L Y F I R E W O R K S * 1 8 8 9

P.O. Box 149 • New Castle, PA • 16103 • Phone: 800.854.4705 • Fax: 724.652.1288

City of St. Pete Beach
St. Pete Beach, Florida
July 4th, 2014



Thank you,

Thank you for requesting more information about Pyrotecnico. This is a great opportunity for our company to showcase our energy and creativity on such a grand stage. It's what gets us up in the morning. We are truly excited about putting on a spectacular production for you.

We have included some information about our company. We are America's largest fireworks display company. Four generations have built Pyrotecnico into the success story that it is today. Our success is based on our drive to create both the safest and most spectacular shows possible. We hope that we'll have the opportunity to do so for your special event.

We are at your service.





Susan Renneisen
Seminole HardRock Hotel and Casino
susan.renneisen@seminolehardrock.com
954.797.5525

Debbie Bylica
City of Fort Lauderdale 4th of July
dbylica@fortlauderdale.gov
954.396.3622

Toni Bridges
City of Hollywood 4th of July
Tbridges@hollywoodfl.org
954.921.3404

Jim O'Reilly
City of Gulfport 4th of July
joreilly@ci.gulfport.fl.us
727.893.1066

Karen Thurman
Key West Rotary Club 4th of July
mrktkeys@aol.com
305.293.1818

Troy Manthy
Channelside 4th of July and NYE
troym@yachtstarship.com
813.471.1531

Tammy Rogers
City of Tavares Dragon Boat Festival
Trogers@tavares.org
352.742.6338

Joe Cooper
City of Safety Harbor 4th of July
jcooper@cityofsafetyharbor.com
727.724.1572

Dorie Grogan
Miami Dolphins
Dgrogan@dolphins.com
305.943.6769

Larry Blocker
Miami Marlins
Lblocker@marlins.com
305.626.7495

Mike Bauer
Jupiter Hammerheads/Roger Dean Stadium
m.bauer@rogerdeanstadium.com
561.630.1840

Peter Dunklee
Busch Gardens Williamsburg
peter.dunklee@buschgardens.com
757.253.3305

A Proposal For:

City of St. Pete Beach 4th of July Display

St. Pete Beach, Florida

Event Date

July 4th, 2014

Prepared for

Mr. Steven Hallock
Public Services Director

To Provide

\$25,000.00 Aerial Display Presentation Total

Contract Terms
To Be Discussed.





PROPOSAL

This Presentation Includes

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



Opening Presentation

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

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

82 Total Opening Shells

Body

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

258 4-inch Assorted Aerial Display Shells

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

180 5-inch Assorted Aerial Display Shells

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

438 Total Body Shells



PROPOSAL





Special Effect Barrages and Candles

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

14 2.5" 25 Shot Assorted Barrages

350 Total Barrage Shots

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

325 3-inch Assorted Color Star Shells
150 3-inch Titanium Salutes
36 4-inch Assorted Color Star Shells
25 5-inch Assorted Color Star Shells

536 Total Finale Shells





Thank you!

Should you have any questions please feel free to contact us 24/7!

Thank you for the opportunity and we look forward to dazzling your audience!

Chris Liberatore

Christopher Liberatore
Show Producer
954.657.8403 (office)
954.401.2677 (cell)
ciberatore@pyrotecnico.com



For more information, please scan this QR code and you will be directed to a video about Pyrotecnico.



Headquarters

P.O. Box 149
New Castle, PA 16103

OFFICE
724. 652. 9555
800. 854. 4705

FAX
724. 652. 1288
EMAIL
info@pyrotecnico.com
WEB
www.pyrotecnico.com

U.S. Locations

Atlanta, GA	877. 924. 0102
Las Vegas, NV	800. 956. 7976
Montgomery, AL	800. 255. 1199
New Orleans, LA	800. 783. 2513
Tampa, FL	888. 352. 7976

Fireworks Display Contract

THIS CONTRACT (this "Contract") is made this _____ day of _____, 2014 by and between **S. Vitale Pyrotechnics Ind., INC (dba Pyrotecnico)** and **City of St. Pete Beach ("Sponsor")**, with its principal place of business located in **City of St. Pete Beach, Florida**.

WHEREAS, Pyrotecnico is desirous of providing Sponsor with a fireworks exhibition and display for Sponsor's benefit under such terms and conditions as provided herein, and thereby, the parties agree as follows:

1. Fireworks Display.

Pyrotecnico shall sell, furnish and deliver to Sponsor certain fireworks which Pyrotecnico agrees to exhibit and display on

DATE: 7.4.14 /Rain Date: (Please fill in Rain Date)

(Note: Rain dates not available on July 2-4, 2014 – If planning a Rain Date during July 4th week, please consult with your Show Producer before submitting) in accordance with the program set forth and agreed upon at the time of the signing of this Contract, the specifics of which are set forth in the "Fireworks Exhibition and Display Program" attached hereto and incorporated herein by reference thereto (the "Fireworks Display").

2. Payment Schedule.

For and in consideration of the Fireworks Display, Sponsor agrees to pay Pyrotecnico the contract price of **\$25,000.00 (City to pay for permit, fire watch, and beach security fees)** (the "Contract Price") paid as follows: **a. 50% of the Contract Price due upon the signing of this Contract b. the balance of the Contract Price due within ten (10) days of completion of Fireworks Display.**

Sponsor agrees to pay interest in accordance with the Florida Prompt Payment Act on any delinquent balance of the Contract Price until paid in full. Payment shall be made by certified check or otherwise as agreed by Pyrotecnico to Pyrotecnico at P.O. Box 149, New Castle, PA 16103. Furthermore, in the event a party fails to perform its obligations and responsibilities as set forth herein and it becomes necessary for the other party to enforce its rights by hiring an attorney or third party, the Party at default shall be responsible for all attorneys' fees and costs incurred by the prevailing Party to collect said sums.

3. Display Responsibilities.

Pyrotecnico and Sponsor will collaborate in the performance of all tasks relating to the Fireworks Display. These tasks include, but are not limited to, (i) procuring and furnishing a place suitable for the Fireworks Display (the "Display Site"), (ii) applying for, obtaining and securing all permits, licenses and approvals required by all applicable local, state and federal laws and regulations as well as those required by any local police and fire departments for the Fireworks Display (collectively, the "Required Approvals") Sponsor is responsible for the payment of all governmental fees and expenses imposed or applied to this exhibition including any fees or expenses incurred after the signing and execution of contract for said show, (iii) providing adequate private and/or public security, police and fire protection, (iv) securing an acceptable location with private and/or public security personnel to park the Pyrotecnico fireworks truck(s) overnight (or for such longer or shorter period as Pyrotecnico may reasonably require in order to effectively provide the Fireworks Display), (v) securing adequate protection to preclude all individuals, other than those authorized by Pyrotecnico, from entering the security area designated by Pyrotecnico, (vi) removing and keeping unauthorized persons, as well as, personal or real property of any kind, including, without limitation, motor vehicles, outside of the area designated by Pyrotecnico as the Display Site, fallout area or safe zone. Pyrotecnico and Sponsor shall fulfill their responsibilities as set forth herein in accordance with all local, state and federal rules, laws, orders and regulations, including those of the National Fire Protection Association (NFPA).

4. Crediting.

Sponsor agrees to credit Pyrotecnico as "Fireworks by Pyrotecnico" in all advertising/marketing materials that are within the Sponsors authority.

5. Indemnification and Limitation of Liability.

Sponsor shall indemnify, defend and hold Pyrotecnico and its shareholders, directors, officers, employees, agents, representatives and insurers harmless from any and all demands, claims, causes of action, judgments or liability (including, without limitation, the costs of suit and reasonable costs of experts and attorneys) arising from damage to or destruction of property (including, without limitation, real and personal) or bodily or personal injuries (including, without limitation, death), whether arising from tort, contact or otherwise, that occur directly or indirectly from the gross negligence or willful misconduct of Pyrotecnico or its employees, agents, contractors or representatives. Neither party shall under any



circumstances be entitled to recover any consequential, incidental, exemplary, special and/or punitive damages from the other party, including, without limitation, loss of income, business or profits. Sponsor's indemnify obligation is subject to the provisions of Section 768.28, Fla. Stat.

6. Postponement.

In the event that weather is such that Pyrotecnico, in its sole and absolute discretion, determines that the Fireworks Display would be impossible or would unnecessarily increase the risk of damage or danger to person and/or property, the parties agree to immediately hold a postponement meeting at which time an attempt to reschedule the Fireworks Display shall be discussed with a view toward reaching a mutually satisfactory postponement time and/or date. If the parties agree to a new scheduled date, then Sponsor shall pay twenty-five percent (25%) of the contract price for expenses Pyrotecnico has incurred. In the event a mutually satisfactory postponement date for the Fireworks Display cannot be determined, this Contract shall become null and void and neither party shall have any further obligation or responsibility hereunder, provided however, that in such event Sponsor shall pay to Pyrotecnico a sum equal to seventy-five percent (75%) of the Contract Price as liquidated damages. All postponed shows must be rescheduled and completed within six (6) months from the date in which they were originally scheduled.

7. Cancellation.

If (i) Sponsor cancels this Contract for any reason, or (ii) Pyrotecnico is unable to timely complete all tasks relating to the Fireworks Display in accordance with this Contract with the assistance of Sponsor and cancels this Contract despite both parties best efforts, liquidated damages for such cancellation shall be paid by Sponsor to Pyrotecnico as follows: a. In the event the Fireworks Display is cancelled more than thirty (30) days before the date scheduled for the Fireworks Display, twenty-five percent (25%) of the amount of the Contract Price; b. In the event that the Fireworks Display is cancelled less than 30 days before the date scheduled for the Fireworks Display, seventy-five percent (75%) of the amount of the Contract Price.

In the event that Sponsor chooses to terminate this Contract, it shall do so by written notice via certified mail addressed to Pyrotecnico, P.O. Box 149, New Castle, PA 16103. Notice shall be effective upon receipt of said written notice by Pyrotecnico. Except as provided in Section 6 above with respect to weather postponement, in the event of circumstances beyond the control of either party, such as fire, strikes, delay, or similar causes which prevent the delivery of materials or performances as set forth herein, the parties hereto release one another from any and all obligations and responsibilities contained herein, provided however, sponsor shall pay to Pyrotecnico 25% of contract price as liquidated damages.

8. Scripted Show and Music Soundtracks

Sponsor agrees to complete and return signed contract to Pyrotecnico, a minimum of 40 days in advance of show date, for displays designated as "scripted" exhibitions. Furthermore, sponsor agrees to either provide music soundtrack or approve soundtrack created by Pyrotecnico, a minimum of 30 days in advance of show date. If sponsor fails to complete either option, then Pyrotecnico in its sole discretion, reserves the right to complete soundtrack without prior approval from sponsor. Scripting process will be completed based on the soundtrack completed by Pyrotecnico.

9. Venue.

In any action on or relating to this Contract, the parties hereto consent to the exclusive jurisdiction and venue of the state courts located in Pinellas County, Florida and of the federal courts located in the United States District Court for the Middle District of Florida.

10. Legal Construction.

If any provision of this Contract is held to be illegal, invalid or otherwise unenforceable, then: (a) the same shall not affect other terms or provisions of this Contract; and (b) such term or provision shall be deemed modified to the extent necessary to render such term or provision enforceable and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest extent the intent and agreements of the parties set forth herein. Pyrotecnico reserves the right to substitute products of equal or greater value.

11. Entire Agreement.

This Contract and the Fireworks Exhibition and Display Program constitutes the entire agreement between the parties hereto, and there are no other understandings, either oral or written, regarding to the subject matter hereof.

IN WITNESS WHEREOF, the undersigned executed this Contract by and through their authorized representatives whose names appear below.

PYROTECNICO:

By: _____

Title: _____

CLIENT (SPONSOR): City of St. Pete Beach

By: _____

Title: _____



CONTACT/INSURANCE REQUISITION FORM

Please return this form with your signed contract for the Insurance Certificate to be processed.

Account Name_____

Address_____

City, State & Zip_____

Phone Number _____ Fax Number _____

Contact Persons Name _____

Phone Numbers _____ Cell_____ Fax_____

Email Address _____

Accounts Payable contact _____ email _____

Display Date & Time _____ Rain Date _____

Contact Person on site (Day of display) if different from above:

Name_____ Cell phone number:_____

Email address:_____

Display Site Location and Address:

Additionally Insured – If Applicable

- Please complete and return this form to Pyrotecnico:
 - Fax to: 724.652.1288 or
 - Email to: Joanne(jeskew@pyrotecnico.com)

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

Issue Considered: Authorize the City Manager to accept a quote from Rowland Inc. in the amount of \$13,315.00 to install reclaimed water taps to three (3) landscape medians on SR 699 (Blind Pass Road).

Date: 04/08/2014

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: The City has three (3) remaining landscape medians on SR 699 (Blind Pass Road) that need irrigation installed. These remaining medians cannot be tapped directly. They have to be tapped either off of a side street or roadside and fed through the sleeves that are in place.

For this project we are piggybacking on Rowland Inc. unit price contract for utility repairs and installations with Pinellas County. Per the City's purchase policy all purchases exceeding \$10,000 but less than \$25,000 must be approved by the Commission and placed on the consent agenda. Funding for this work should be reimbursed by the County once completed and submitted.

Requested Motion: "I move to authorize the City Manager to accept a quote from Rowland Inc. in the amount of \$13,315.00 to install reclaimed water taps to three (3) landscape medians on SR 699 (Gulf Blvd/Blind Pass Road)."

Attachments: Rowland Inc. Price Quote
Median Locations

**Reviewed by
City Manager:**

MB



Estimate

Rowland Inc.

6855 102nd Ave. N.

Pinellas Park, FL 33782

phone (727) 545-3815, toll free (855) 545-3815

fax (727) 546-8464, email postmaster@rowland-inc.com

QUOTATION DATE February 3, 2014

EXPIRATION DATE 30 days from Quotation

TO Ms. Renee Cooper
City of St. Pete Beach
155 Corey Ave.
St. Pete Beach, FL 33706-1839

PROJECT: **1" Reclaimed Water Service Tap
in Medians**

OWNER: City of St. Pete Beach

BID DATE:

QUANTITY	u/m	DESCRIPTION	UNIT PRICE	LINE TOTAL
		Reclaimed Service to Median 26P		
1.00	ea	1" Service Taps for median 26P	1,600.00	1,600.00
150.00	lf	1" Service Tubing	13.20	1,980.00
100.00	sf	Remove & Replace Sidewalk	16.00	1,600.00
1.00	ea	Lane Closure	350.00	350.00
100.00	sy	Sod	5.00	500.00
		Reclaimed Service to Median 35P		
1.00	ea	1" Service Taps for median 35P	1,600.00	1,600.00
40.00	sf	Remove & Replace Sidewalk	16.00	640.00
1.00	ea	Lane Closure	350.00	350.00
27.00	sy	Sod	5.00	135.00
		Reclaimed Service to Median 37P		
1.00	ea	1" Service Taps for median 35P	1,600.00	1,600.00
160.00	sf	Remove & Replace Sidewalk	16.00	2,560.00
1.00	ea	Lane Closure	350.00	350.00
10.00	sy	Sod	5.00	50.00
	Notes:	1). No restoration is included other than listed above 2). Pricing is offered as "unit cost" Estimate, field measurements shall prevail.		
		Total		13,315.00

Quotation prepared by: _____ Paul DuFaux _____

This is a quotation is subject to the conditions noted above:

To accept this quotation, sign here and return: _____

Rowland Inc. is a proud applicator of

SEWERCOAT

over 20 years experience rehabilitating manholes

with thousands of successful applications

THANK YOU FOR YOUR BUSINESS!

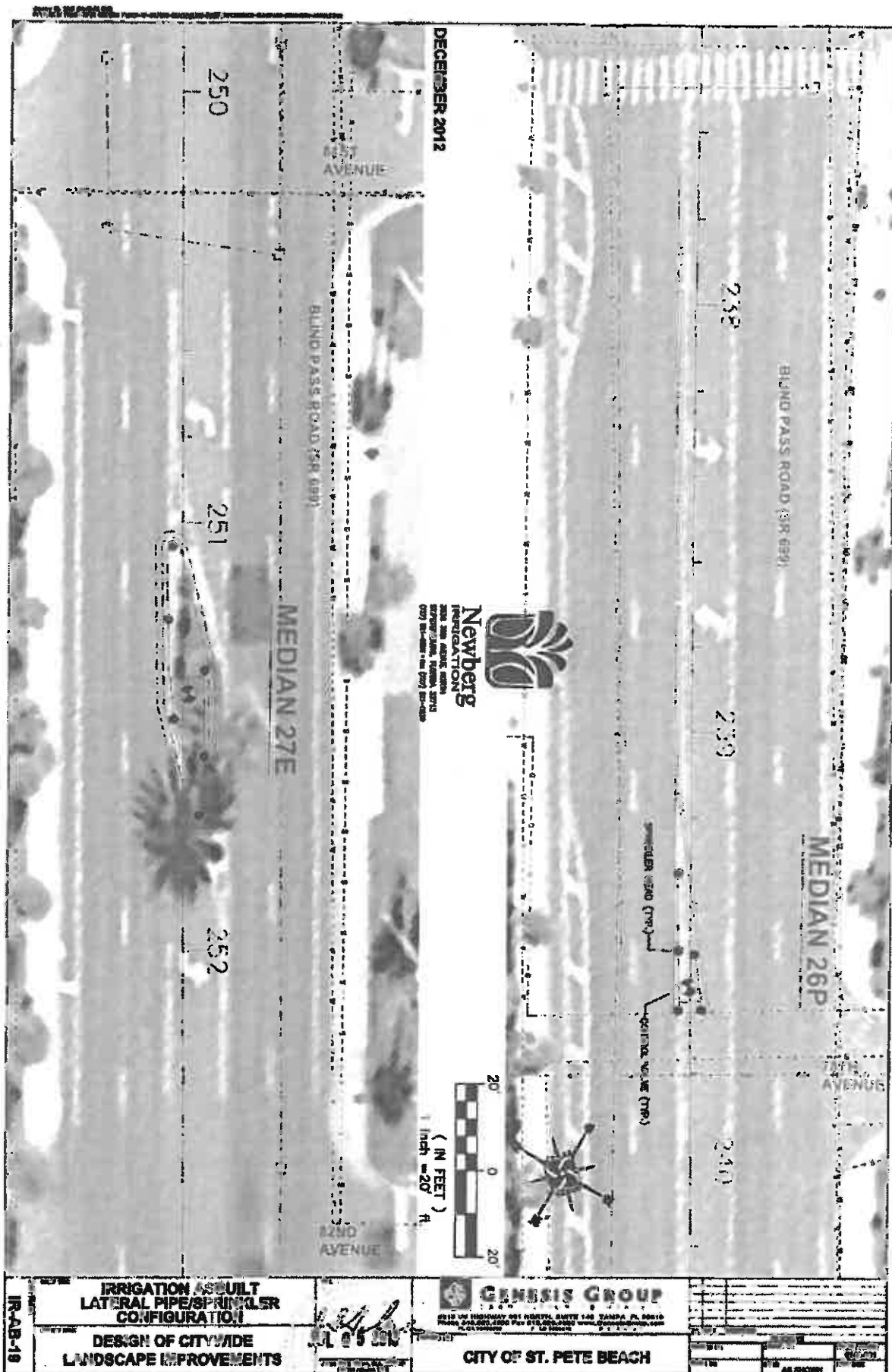
Terms and Conditions

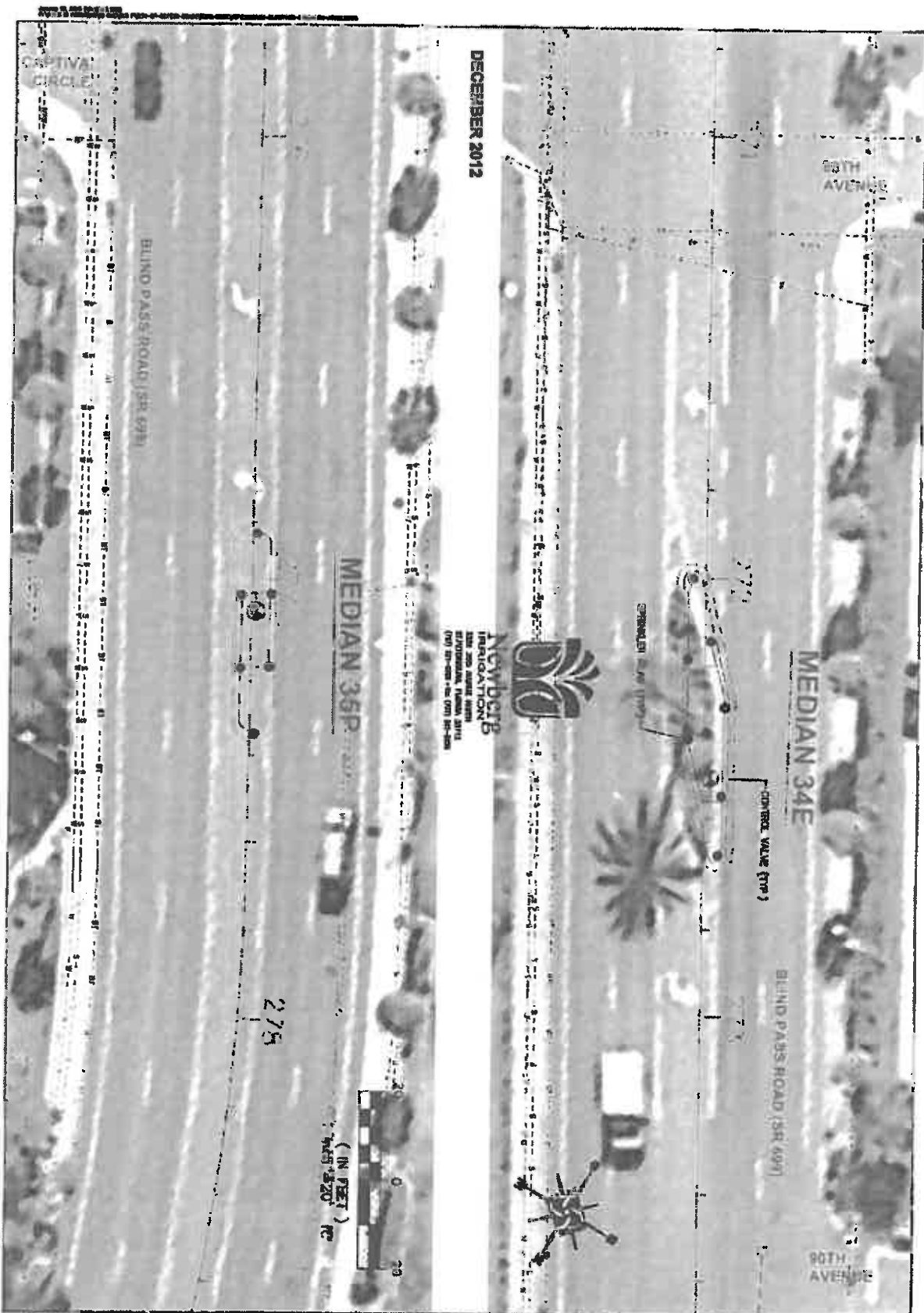
All Checked items apply!

- ☐ Sewer bypass by others
- ☐ Traffic Control by others.
- ☐ Mobilization is included for a minimum of 300 square feet of coating.
Less than 300 sf mobilizations or additional mobilizations @ \$400.00 each.
- ☐ A potable water supply to be furnished at near manhole(s) or at lift station site(s) at no cost to Rowland Inc.
- ☒ Unit Prices to Prevail.
- ☐ Manholes and Lift station must be cleaned of any grease and/or sludge prior to starting coating operation.
- ☐ Leak repair @ \$225.00 per hr. plus material.
- ☐ Contractor to sandblast manhole(s) / lift station(s) prior to our mobilization. If the Contractor elects, sandblasting can be performed by Rowland Inc. @ \$_____ /sf. Rowland inc. must be notified prior to our mobilization if the Contractor elects to have Rowland Inc. perform the sandblasting.
- ☐ Does not include removal of existing fiberglass liners.
- ☐ All penetrations, fillets, tops, etc. must be constructed/repared prior to coating.
- ☐ Any and all piping in wet well at the time of coating must be wrapped to prevent overspray, by others.
- ☐ Payment terms are net 30 days. A charge of 1 1/2% per month will be applied to any past due amount.
- ☐ If a bond is desired it can be provided a cost of 2%
- ☐
- ☐ Pricing per contract with Pinellas County
- ☐
- ☐
- ☐
- ☐
- ☐

Project: 1" Reclaimed Water Service Tap

Owner: City of St. Pete Beach





DECEMBER 2012



November
IRRIGATION
1800 2ND AVENUE NORTH
ST. PETERSBURG, FLORIDA 34781
(727) 377-0000 FAX (727) 377-0001

MEDIAN 34E

MEDIAN 36P

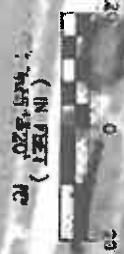
BLIND PASS ROAD (SR 609)

90TH AVENUE

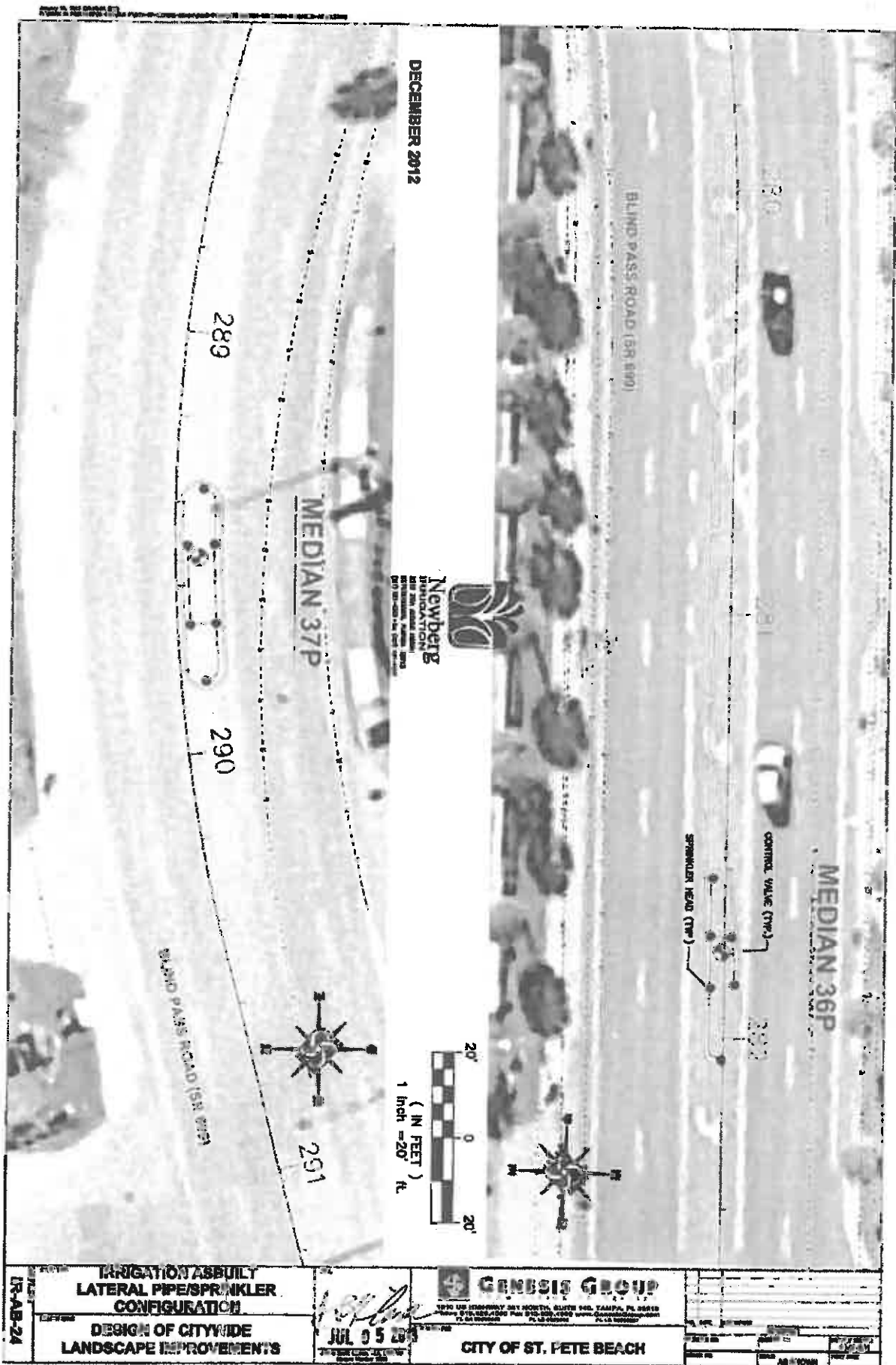
SPRINKLER LINE (170')

CONTROL VALVE (170')

275



R-AB-23	IRRIGATION ASBUILT LATERAL PIPE/SPRINKLER CONFIGURATION		GENESIS GROUP DESIGN & CONSTRUCTION 2010 US HIGHWAY 901 NORTH, SUITE 140, TAMPA, FL 33610 PHONE 813 962-4500 FAX 813 962-4501 WWW.GENESIS-DESIGN.COM	CITY OF ST. PETE BEACH	
	DESIGN OF CITYWIDE LANDSCAPE IMPROVEMENTS			DATE: 12/11/12 DRAWN: [blank] CHECKED: [blank]	
	SCALE: AS SHOWN			SHEET NO. 1 OF 1	



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

Issue Considered: Authorize the City Manager to accept a proposal from MTM Contractors Inc. in the amount of \$46,736.80 for sidewalk and curb replacement.

Date: 04/08/2014

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: The City received unit price bids for sidewalk and curb repairs. Included in the unit price bid were various sidewalk specifications, curb types, ADA sidewalk ramps, associated asphalt and sod replacement, and handrail. This type of contract allows the Public Services Department to quickly address both large scale and smaller sized sidewalk and curb issues, citywide, at a reasonable unit price rate. City Commission approved the purchasing agreement for unit costs at the 1/28/2014 meeting.

City staff then used these unit costs to identify the sidewalk and curb replacements we think are in the most need. Funding for this work is budgeted under the Public Services Department – Streets – R&M Other. Per the City's Purchasing Manual the approval of the City Commission shall be required for the purchase of any supplies, materials, equipment or contractual services, or the making of any City improvement in excess of \$25,000.

Requested Motion: "I move to authorize the City Manager to accept a proposal from MTM Contractors Inc. in the amount of \$46,736.80 for sidewalk and curb replacement.

Attachments: MTM Contractors, Inc. Proposal

**Reviewed by
City Manager:**

MB



6550 53rd Street
Pinellas Park FL 33781

Tel: 727-528-0173
Fax: 727-528-0547

Proposal

Date: 18-Mar-14

Submitted To:

Project Name:

Concrete Repairs

City of St Pete Beach
156 Corey Ave
St Pete Beach FL 33703-1839

Tel: 727-362-9243
Fax: 727-362-2738
email: info@mtmcontractors.com

We hereby submit specifications and estimates for:

Proposal is valid for 30 days

Description	Unit	Qty	Unit Price	Total	Grand Total
					\$46,735.80
El Centro @ Don Vista D Curb	LF	150	28.00	\$5,320.00	
Paseo A-Grille Way & 14th Ave 4" Sidewalk Replacement	SF	300	5.40	\$2,160.00	
6" Sidewalk Replacement	SF	50	7.40	\$370.00	
12th Ave Alley Concrete Apron 3"	SF	217	7.40	\$1,605.00	
D Curb	LF	25	20.00	\$700.00	
Add Rebar Reinforcement	LF	25	3.00	\$75.00	
4" Sidewalk replacement	SF	50	5.40	\$270.00	
6" Sidewalk Replacement	SF	00	7.40	\$444.00	
12th Ave North & South Sides Stamped Sidewalk	SF	505	16.00	\$8,080.00	
Gulf Way & 11th Ave Stamped Sidewalk	SF	520	16.00	\$8,320.00	
Ramp w / Truncated Domes, 4' Sidewalk	EA	1	1,500.00	\$1,500.00	
Gulf Way & 10th Ave Stamped Sidewalk	SF	350	16.00	\$5,600.00	
Ramp w / Truncated Domes, 4' Sidewalk	EA	1	1,500.00	\$1,500.00	
D Curb	LF	12	28.00	\$333.00	
4" Sidewalk Replacement	SF	110	5.40	\$594.00	
Gulf Way & 1st Ave Stamped Sidewalk	SF	440	16.00	\$7,040.00	
D Curb	LF	97	20.00	\$1,940.00	

Acceptance of Proposal

The above prices, specifications and quantities are hereby accepted. You are authorized to do the work as specified.

Printed Name: 10 days from date of issue

Date: 5-19-2014

Signature

Signature

MTM Contractors Inc

St. Pete Beach City Commission Agenda Report

Issue Considered: Authorize the City Manager to enter into an agreement with Tindale-Oliver & Associates in the amount of \$22,279.54 to conduct two (2) community workshops in Pass-A-Grille to seek input and direction regarding the creation of design/development standards to protect the architectural and historic integrity of the community.

Date: April 8, 2014

Prepared By: Michael Bonfield, City Manager *MB*

Summary of Issue: City staff has been working with the Historic Preservation Board for the past several years to develop guidelines to help preserve the existing historic structures and assure new construction is compatible with the surrounding properties. In November 2013, the City Commission approved Ordinance 2013-27, amending the Capital Improvements Program (CIP) to include funds to hire a consultant to assist in these efforts. The proposed scope is an initial step to work with the residents to better capsulize their concerns and assist in developing a more detail scope of work that ultimately will result in specific recommendations for code amendments to meet the desires of the community.

Tindale-Oliver & Associates are one of the planning firms the City has on a continuing consulting agreement as provided for in State Statute. Ms. Ginger Corless will be our project manager and she brings considerable experience in this area. Last November she conducted the Corey area CRA workshop and continues to assist on that project.

Requested Motion: “I move to authorize the City Manager to enter into an agreement with Tindale-Oliver & Associates in the amount of \$22,279.54 to conduct two (2) community workshops in Pass-A-Grille to seek input and direction regarding the creation of design/development standards to protect the architectural and historic integrity of the community.”

City of St. Pete Beach
Pass-a-Grille Historic District Design Manual
Community Workshop Series
March 31, 2014

PROJECT DESCRIPTION:

The City of St. Pete Beach (City) requests Tindale-Oliver (Consultant) to assist in reaching out to the Pass-a-Grille community to seek input and direction regarding the development of design/development standards to protect the architectural and historic integrity of the community. These design standards will address the preservation of existing structures, compatibility of new structures, and addressing some of the non conforming uses in the area. The input will be gained through a series of public activities and workshops. The Consultant will be responsible for all research, planning, facilitation and documentation pertaining to the community forums.

SCOPE OF WORK:

1.0 Kick-off/Data Review/Field Assessment (Week 1-2)

- 1.1 Kick-off Meeting – The Consultant will hold a meeting (or conference call) with the City to discuss the project, the workshop process, planned activities, the walk about, and identify key stakeholders. The Consultant will be responsible for drafting the agenda and meeting facilitation and documentation.
- 1.2 Data Review/Research – The Consultant will review information provided by the City to gain a thorough understanding of the Pass-a-Grille community, its historic background, composition and development patterns. The Consultant will use information gained in this task to develop maps and materials to be used in the community walk-about, community workshop #1 and community workshop #2.
- 1.3 Community Walk-About – The purpose of the walk-about is to gain first-hand knowledge of the Pass-a-Grille community. During the walk-about the Consultant will photo-document the different architectural styles and development patterns. The photographs will be used in setting the framework for the community meetings and in drafting any future design standards. The walk-about will include the Historic Preservation Board and be open to the public. The Consultant will be responsible for facilitating the activity and documenting findings and participation. This event should occur no sooner than two-weeks prior to community workshop #1.
- 1.4 Staff Meeting - The Consultant will hold a meeting (or conference call) with the City to discuss the results of the community walk-about and plans and the planned activities and schedule for community workshop #1. The Consultant will be responsible for drafting the agenda and meeting facilitation and documentation.

2.0 Community Workshop #1 (Week 3)

- 2.2 Workshop Preparation & Facilitation – The purpose of this workshop is to provide information to the community regarding how design standards can preserve the historic ambiance of the community while allowing creative and individualistic expression. Following an informational session, the Consultant will conduct exercises for workshop participants focused on ideas and strategies related to the preservation of existing structures, compatibility of new structures, and how to address non-conforming uses in the community. . The Consultant will prepare all materials necessary for conducting the workshop. Materials will include meeting announcements/invitations and flyers, agenda, sign-in-sheets, informational/educational PowerPoint presentation, maps for interactive exercises and other materials as may be required.
- 2.2 Workshop Documentation – The Consultant will prepare a meeting summary of all input gained from the workshop.
- 2.3 Staff Meeting - The Consultant will hold a meeting (or conference call) with the City to discuss the results of the community workshop #1 and the planned activities and schedule for community workshop #2. The Consultant will be responsible for drafting the agenda and meeting facilitation and documentation.

3.0 Workshop #2 (Week 4-6)

- 3.1 Workshop Preparation & Facilitation - The purpose of workshop #2 is to provide report back to the community on the input they provided during workshop #1 and how this input can be used to create design standards. The framework for such standards will be presented for comment. The Consultant will prepare all materials necessary for conducting the workshop. Materials will include meeting announcements/invitations and flyers, agenda, sign-in-sheets, informational/educational PowerPoint presentation, maps for interactive exercises and other materials as may be required. This meeting will happen two (2) weeks following workshop #1.
- 3.2 Workshop Documentation – The Consultant will prepare a meeting summary of all input gained from the workshop.
- 3.3 Staff Meeting – The Consultant will hold a meeting (or conference call) with the City to discuss the results of the workshop #2. The Consultant will be responsible for drafting the agenda and meeting facilitation and documentation.
- 3.4 Community Report/Next Steps – The Consultant will prepare a draft report for staff review and comment. The report will document the process and findings gained from the community forums. The report will also include the recommended next steps.

Pass-a-Grille Community Workshop - Budget March 31, 2014						
Task Description	TOA				Totals By Task	
	Principal	Project Planner	Planner/ Designer	Graphic Designer		
	\$228.83	\$112.12	\$82.24	\$79.47		
Kick-off/Research/Community Review						
Kick-off Meeting	2.0	2.0	2.0	0.0		\$846.38
Data Review	4.0	4.0	6.0	0.0		\$1,857.24
Field Review (Walk-about)	6.0	6.0	8.0	0.0		\$2,703.62
Staff Meeting	2.0	2.0	1.0	0.0		\$764.14
Workshop 1						
Workshop Prep/Facilitation	8.0	16.0	16.0	8.0		\$5,576.16
Workshop Documentation	1.0	1.0	4.0	0.0		\$669.91
Staff Meeting	2.0	2.0	1.0	0.0		\$764.14
Workshop 2						
Workshop Prep/Facilitation	6.0	16.0	16.0	8.0		\$5,118.50
Workshop Documentation	1.0	1.0	6.0	0.0		\$834.39
Staff Meeting	2.0	4.0	1.0	0.0		\$988.38
Community Report/Next Steps	2.0	2.0	16.0	2.0		\$2,156.68
Totals	36.0	56.0	77.0	18.0		\$22,279.54
	\$ 8,237.88	\$ 6,278.72	\$ 6,332.48	\$ 1,430.46		

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

Issue Considered: Authorize the City Manager to enter into an agreement with SPB Classic, LLC to provide sponsorship in an amount not to exceed \$12,000 for law enforcement and other services related to managing the race course for the 2014 Walgreen's St. Pete Beach Classic.

Date: April 8, 2014

Prepared By: Michael P. Bonfield, City Manager *MB*

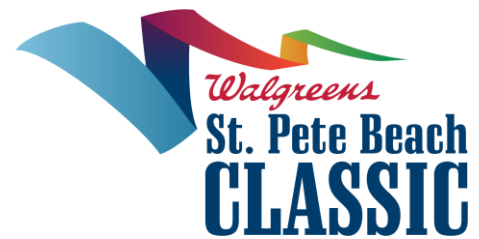
Summary of Issue: The proposed agreement is for the City to pay for law enforcement services and course management in an amount not to exceed \$12,000. The City will either pay the vendors directly for those services or reimburse SPB Classic, LLC upon receipt of paid receipt.

Requested Motion: "I move to authorize the City Manager to enter into an agreement with SPB Classic, LLC to provide sponsorship in an amount not to exceed \$12,000 for law enforcement and other services related to managing the race course for the 2015 Walgreen's St. Pete Beach Classic.

Attachments: 2015 Sponsorship Agreement



get well, live well, stay well



WALGREENS ST. PETE BEACH CLASSIC EVENT

January 16-18, 2015

Sponsor Agreement

Thank you for sponsoring the WALGREENS ST. PETE BEACH CLASSIC EVENT (Event). Please complete all sections below in full, including official signature and date at the bottom of page two.

CONTACT INFORMATION:

Charity/Sponsor	The City of St. Pete Beach, Florida		
Contact Name	Mike Bonfield	Title	City Manager
Mailing Address	155 Corey Avenue, St. Pete Beach, FL 33706		
Phone	727-363-9231	E-mail	citymanager@stpetebeach.org

SPB CLASSIC RESPONSIBILITIES:

SPB Classic will provide/perform the following:

- Identify the Event as the "Walgreens St. Pete Beach Classic"
- CITY logo on WSPBC website including a hyperlink to CITY website
- CITY logo or name on select print advertising
- CITY logo on email blasts and name or logo on select printed event materials
- CITY logo on all race and volunteer shirts (approx. 2,500)
- Insert promotional item in race bags (CITY to provide inserts)
- Two (2) CITY banners displayed at the event (CITY to provide banners)
- Verbal recognition at the Event Venue and Awards Ceremonies
- Twelve (12) Complementary Race Entries up to a total value of \$360

SPONSOR RESPONSIBILITIES:

CITY will provide/perform the following:

- Payment of police services, cone/barricade placement and other services related to traffic control of the race course(s) not to exceed \$12,000
- Use of the City's Operations Yard for receipt and storage of water, traffic barricades, etc. around the time of the Event
- Pre-staging of traffic control equipment by Operations staff during normal working hours in the days prior to the event
- Approval of application for DOT permit
- Use of the Boca Ciega Room at the Community Center, Sunday the weekend after the Event (1/25/2015)
- Use of Community Center meeting space at various times in months prior to the event
- CITY advertising insert for the race bags (~2,000)
- CITY banners for the event venue (qty: 2)
- Provide additional waste collection/recycling containers at the Sirata Beach Resort during race weekend (as was done in 2013)

DURATION:

This agreement applies to the 2015 event. Extension for 2016 will be discussed following the 2015 event and, if extended by mutual agreement of the parties, annually thereafter.

PAYMENT METHOD:

In order to secure sponsorship, please complete and return this signed agreement and email your current logo to **Alan Johnson** no later than 5/1/2014.

Invoice Needed?: N/A ☐ Yes ☐ No

Total Cash Amount \$: ☐ Check Enclosed Check No. _____

Total Value In-Kind Sponsorship \$: 12,000

Make checks payable (if applicable) to: **SPB Classic, LLC**

Return agreement and payment to:

Walgreens St. Pete Beach Classic
Sponsorship
PO Box 66143, St. Pete Beach, FL 33736
Phone: (727) 363-8880
E-mail: alanj@runmsm.com

Terms and Conditions

1. Please see above section of this document for a detailed list of the benefits that accompany the sponsorship.
2. Sponsorships are accepted on a first-come, first-served basis. Except for exclusive sponsorships, SPB Classic cannot guarantee that competitors won't be co-sponsors.
3. All payments are nonrefundable. If any payments are not received by SPB Classic by the dates specified in this contract, SPB Classic reserves the right to terminate its obligations under this contract and offer these sponsorship opportunities to other parties.
4. SPB Classic reserves the right to determine the suitability of all material submitted for publication or distribution and to reject material that does not meet its editorial or digital criteria.
5. Neither party shall be liable for failure to perform its obligations under this agreement if the SPB Classic is cancelled or interrupted due to events beyond its reasonable control, including, but not limited to, strikes, terrorism, riots, wars, fire, acts of God, and acts in compliance with any applicable law, regulation, or order (whether valid or invalid) of any governmental body.
6. The provisions of Sponsorship Benefits and these terms and conditions represent the entire agreement between the sponsor and SPB Classic and there are no other agreements, understandings, representations, or warranties. Any modification of the agreement must be agreed to in writing by the sponsor and SPB Classic.
7. This agreement cannot be assigned or otherwise transferred by a sponsor, unless permission is granted in writing by SPB Classic. The rights of SPB Classic under this agreement shall not be deemed waived except as specifically stated in writing signed by an authorized officer of SPB Classic.
8. This agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of Florida without regard to choice of law rules. Any action brought by the sponsor to enforce the terms of the contract may be brought only in a court having a jurisdiction within the state of Florida and the sponsor hereby expressly consents to the jurisdiction of any such court. SPB Classic may, however, elect to enforce its rights in any proper jurisdiction. SPB Classic shall be entitled to recover the costs, including reasonable attorneys' fees and/or collection fees, in any action brought to enforce this contract or its rights hereunder.

Signed: _____ Company Name: City of St. Pete Beach

Date: _____

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

ISSUE CONSIDERED: Final Reading: Ordinance 2014-02 providing a supplemental appropriation and revenue for fiscal year 2014 to the Wastewater Fund and providing for funding.

DATE: April 8, 2014

PREPARED BY: Elaine Edmunds, Administrative Services Director

SUMMARY OF ISSUE: Ordinance 2014-02 provides a supplemental appropriation to the Wastewater Fund in the amount of \$928,039. The adjustment is to fund the following:

- Purchase and installation of new pumps at master pump station #1. Project originally budgeted at \$446,010. The actual costs include engineering of \$61,010, purchase of the pumps at \$337,757, installation/construction charges of \$528,000 for a total cost of \$926,767. Project over original budget by \$480,757.

This project is considered an emergency repair. The original budget was based on replacing 2 pumps in the south wet well only. After pump failures last year, the decision was made to proceed with replacing the 2 pumps in the north wet well too. This basically doubled the original project scope.

- Total renovation to Pump Station #2. Project originally budgeted at \$1,228,000. The actual costs include engineering of \$78,000, purchase of pumps at \$130,400, installation/construction charges of \$1,519,000, project oversight of \$10,000, upgrades in electric service by Duke Energy of \$38,100 for a total cost of \$1,775,500. Project over original budget by \$547,500.

The project budget initially submitted anticipated some savings from having the construction company already in the City for pump station # 1 repairs that were not realized. In addition, the original budget did not include upgrades to the electric service at the pump station.

- Rehabilitation of lift stations 5, 6, 9 and 12. Project originally budgeted at \$557,500. The actual costs include engineering of \$77,500, purchase of the pumps at \$146,047, installation/construction costs of \$385,735, permit fees of \$1,000, upgrade in electric service by Duke Energy of approximately \$60,000 for a total cost of \$670,282. Project over original budget by \$112,782.

Due to an increase in failures at these lift stations, this project was added to the FY 2014 budget and is considered an emergency repair. The city had an engineering proposal of \$77,500 and used \$120,000 per lift station reconstruction for the original budget. The \$120,000 was used because the low bid for a smaller project (lift station 10) came in at \$116,112. The expectation was that construction costs would not increase as rapidly as they have proven to over the last year.

The sum of the above overages totals \$1,141,039. These costs will be partially offset by delay in renovations to lift station # 3 which was budgeted for \$163,000 and manhole replacements of \$50,000 leaving a shortfall of \$928,039.

The shortfall will be funded by wastewater reserves of \$600,000 and a loan from the general fund of \$328,039 to be paid back in fiscal year 2015.

REQUESTED MOTION: “I move to approve Ordinance 2014-02, (read title)...

ATTACHMENTS: Ordinance 2014-02

**REVIEWED BY
CITY MANAGER:** MB

ORDINANCE 2014-02

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR A SUPPLEMENTAL APPROPRIATION TO THE WASTEWATER FUND FOR FISCAL YEAR ENDING SEPTEMBER 30, 2014; PROVIDING FOR FUNDING; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, notice of this ordinance has been provided in accordance with applicable law; and

WHEREAS, estimated revenues and expenditures are provided in Ordinance 2013-21, Budget Ordinance; and

WHEREAS, the authority for appropriation amendments is provided in Article III, Section 3.13 (a) of the City Charter; and

WHEREAS, the city commission wishes to amend the wastewater fund budget for additional capital expenditures in fiscal year 2014 and provide funding for same.

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

Section One. An increase to the wastewater fund for improvements to master pump stations 1,2,5,6,9 and 12 for a total amount of \$928,039. Such increase is to be funded by \$600,000 from wastewater reserves and a loan from the general fund of \$328,039.

Section Two. This ordinance shall become effective upon final passage.

Maria Lowe, 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 _____, 2014.

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

Issue Considered: First reading of Ordinance 2014-03, amending subsection (o) of Section 82-137 of Division 1 of Article III of Chapter 82, of the Code of Ordinances; as it relates to stopping, standing or parking of vehicles.

Date: April 8, 2014

Prepared By: Dan O'Connor, Administrative Services Supervisor

Through: Elaine Edmunds – Administrative Services Director

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

This amendment is in response to the requests of residents residing along 2nd. Street east between 60th. Avenue and Gulf Winds Drive and residents residing at the east end of 49th. Avenue seeking resolution of issues caused by vehicles parking upon each side of said streets that are presently unregulated.

Passage of Ordinance 2014-03 will provide for the following changes to the existing parking regulations.

Section 82-137:

Sub Section (o) Amendment – Will prohibit parking on each side of :

49th. Avenue;
2nd. St. East between 60th. Avenue and Gulf Winds Drive;

Parking Maps to be updated upon passage.

The City Attorney has reviewed Ordinance 2014-03 and has approved same to form.

Requested Motion: “I move for the adoption of Ordinance 2014-03. . . (read title).”

Attachments: Ordinance 2014-03

Reviewed By:
City Manager: MB

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AMENDMENT OF SUBSECTION (o) 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 (o) 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 to read as follows:

- (o) Parking on each side of the following city streets shall be prohibited at any time, as designated on the city parking maps:

Pass-A-Grille Way between 13th Avenue and 32nd Avenue;
14th Avenue to 20th Avenue between Pass-A-Grille Way and the east end;
30th Avenue between Sunset Way and the beach;
31st Avenue between Sunset Way and Pass-A-Grille Way;
2nd Street West;
Cabrillo Avenue;
West Maritana Drive between Casablanca Avenue and Alahambra Street;
Belle Vista Drive between 44th Avenue and 41st Avenue;
44th Avenue between Gulf Boulevard and Moody Street;
45th Avenue between Gulf Boulevard and 2nd Street East;
49th. Avenue
Punta Vista Drive;
Boca Ciega Isle Drive between Plaza Way and 520 Boca Ciega Isle Drive;
52nd Avenue between Gulf Boulevard and the beach;
55th Avenue between Gulf Boulevard and Aloha Drive;
Aloha Drive;
59th Avenue between Gulf Boulevard and Bimini Way;
Gulf Winds Drive between 2nd St. East and Gulf Blvd.;
64th Avenue between 1st Palm Point Street and 425 64th Avenue;
64th Avenue between Gulf Blvd. and Gulf Winds Drive;
67th Avenue between Gulf Blvd. and Gulf Winds Drive;
Sunset Way between 70th Avenue and 71st Avenue;
1st Street East between Lido Drive and 45th Avenue;
2nd St. East between Lido Drive and 45th Avenue;
2nd. St. East between 60th. Avenue and Gulf Winds Drive;

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.

Maria Lowe, 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 _____, 2014.

Rebecca Haynes City Clerk

49th. Avenue East from Gulf Blvd.

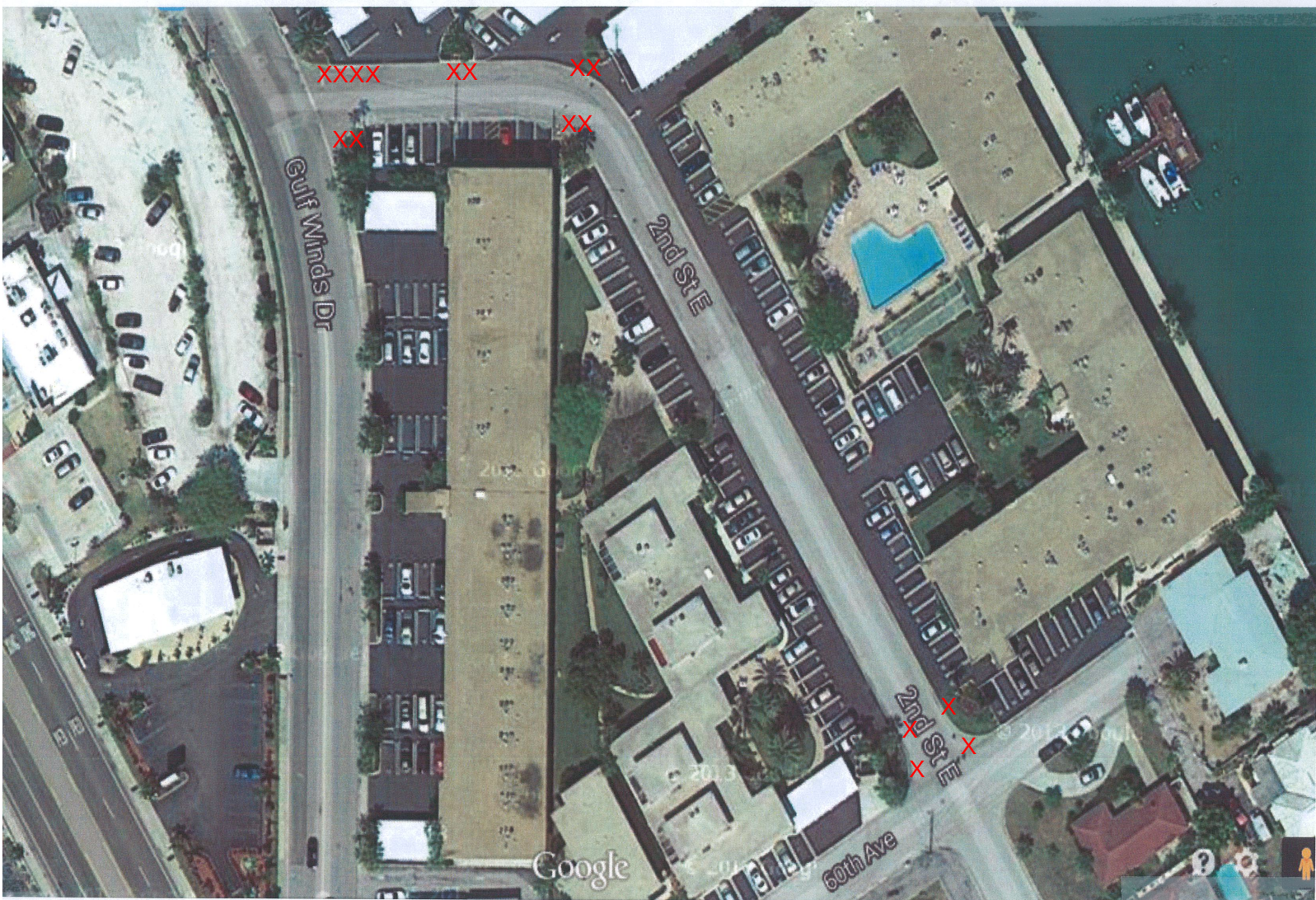
Residents are requesting parking be prohibited on each side to resolve property access issues. Passage of Ordinance 2014-03 will prohibit parking on each side of 49th. Avenue.



Second Street East between 60th. Avenue and Gulf Winds Drive.

Residents are requesting parking on each side be prohibited to resolve issues caused when vehicles are parked at or near where the red X's indicate.

Passage of Ordinance 2014-03 will prohibit parking on each side of 2nd. Street East between 60th. Avenue and Gulf Winds Drive.



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

Issue Considered: Adoption of Resolution No. 2014-02, providing for acceptance of the votes cast in the General Election held on March 11, 2014.

Date: April 8, 2014

Prepared By: Rebecca C. Haynes, City Clerk

Thru: Mike Bonfield, City Manager

Summary of Issue: In accordance with the Code of Ordinances, the City Commission is required to accept the election results by resolution.

Requested Motion: "I move to approve the adoption of Resolution No. 2014-02..."

Attachments: Resolution No. 2014-02

Reviewed by City Manager: ----*MB*-----

RESOLUTION NO. 2014-02

A RESOLUTION OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, PROVIDING FOR THE ACCEPTANCE OF THE VOTES CAST IN THE GENERAL ELECTION HELD MARCH 11, 2014

The Board of Commissioners of the City of St. Pete Beach, Pinellas County, Florida, in a regular meeting duly assembled on Tuesday, April 8, 2014, resolve as follows:

WHEREAS, a General Election was held on March 11, 2014, in St. Pete Beach to elect a Mayor, a Commissioner in District #1 and a Commissioner in District #3; and

WHEREAS, the City Commission previously authorized the Pinellas County Canvassing Board to canvass and provide the results of the March 11, 2014 General Election.

NOW, THEREFORE, BE IT RESOLVED, that the votes cast in the General Election are as follows:

Mayor

Total Votes Cast: 3,927

Votes Cast for Maria Lowe	<u>2,055</u>	% of Votes Cast:	<u>52.33</u>
Votes Cast for Steve McFarlin	<u>1,872</u>	% of Votes Cast:	<u>47.67</u>

City Commissioner District #1

Total Votes Cast: 897

Votes Cast for Terri Finnerty	<u>461</u>	% of Votes Cast:	<u>51.39</u>
Votes Cast for Lorraine Huhn	<u>436</u>	% of Votes Cast:	<u>48.61</u>

City Commissioner District #3

Total Votes Cast: 1,012

Votes Cast for Jim Anderson	460	% of Votes Cast:	<u>45.45</u>
Votes Cast for Gregory Premier	552	% of Votes Cast:	<u>54.55</u>

BE IT FURTHER RESOLVED that the results of the March 11, 2014, General Election are hereby accepted by the Board of Commissioners of the City of St. Pete Beach, County of Pinellas, State of Florida.

RESOLVED AND DONE this 8th day of April, 2014, by the Board of Commissioners of the City of St. Pete Beach, County of Pinellas, State of Florida.

.

Maria Lowe, Mayor

ATTEST:

Rebecca C. Haynes, City Clerk

Approved on: _____

OFFICIAL RESULTS

SPECIAL GENERAL ELECTION
PINELLAS COUNTY, FL
3/11/2014

OFFICIAL RESULTS

RUN DATE:03/21/14 04:57 PM

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	TOTAL VOTES	%	ED	AB	EV	PROV
PRECINCTS COUNTED (OF 237)	237	100.00				
REGISTERED VOTERS - TOTAL	477,635					
BALLOTS CAST - TOTAL	188,440		53,726	129,382	5,252	80
VOTER TURNOUT - TOTAL		39.45				
REP IN CONGRESS DISTRICT 13						
Vote for 1						
David W. Jolly (REP)	89,167	48.44	28,350	58,755	2,020	42
Alex Sink (DEM)	85,673	46.55	21,901	60,675	3,075	22
Lucas Overby (LPF)	8,919	4.85	2,173	6,609	125	12
WRITE-IN	304	.17	59	241	4	0
Total	184,063		52,483	126,280	5,224	76
Over Votes	16		3	12	1	0
Under Votes	297		79	211	6	1
BELLEAIR BLUFFS COMMISSIONER						
Vote for 2						
Joe Barkley	429	36.36	152	257	20	0
George Lawton	343	29.07	133	199	11	0
Taylor Shinkus	408	34.58	195	204	9	0
Total	1,180		480	660	40	0
Over Votes	0		0	0	0	0
Under Votes	450		188	246	16	0
CLEARWATER COUNCILMEMBER SEAT 4						
Vote for 1						
David Albrighton	9,303	41.78	2,494	6,473	333	3
Bill Jonson	9,615	43.18	2,552	6,752	308	3
Konrad McCree, Jr.	3,347	15.03	835	2,324	187	1
Total	22,265		5,881	15,549	828	7
Over Votes	6		0	6	0	0
Under Votes	2,884		877	1,856	148	3
CLEARWATER COUNCILMEMBER SEAT 5						
Vote for 1						
Hoyt Hamilton	14,049	63.38	3,654	9,939	451	5
Jon-Paul Rosa	8,119	36.62	2,223	5,524	369	3
Total	22,168		5,877	15,463	820	8
Over Votes	4		1	3	0	0
Under Votes	2,983		880	1,945	156	2
GULFPORT COUNCILMEMBER WARD III						
Vote for 1						
Paul Ray	1,490	41.26	516	935	39	0
Yolanda Roman	2,121	58.74	854	1,222	43	2
Total	3,611		1,370	2,157	82	2
Over Votes	0		0	0	0	0
Under Votes	203		61	140	1	1

OFFICIAL RESULTS

SPECIAL GENERAL ELECTION
PINELLAS COUNTY, FL
3/11/2014

OFFICIAL RESULTS

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TOTAL VOTES % ED AB EV PROV

INDIAN SHORES COUNCIL MEMBER

Vote for 2

Michael "Mike" Petruccelli	315	32.74	107	198	10	0
Diantha Shear	314	32.64	121	190	3	0
Patrick Soranno	333	34.62	144	181	8	0
Total	962		372	569	21	0
Over Votes	0		0	0	0	0
Under Votes	336		128	199	9	0

KENNETH CITY COUNCILMEMBER

Vote for 2

Ellen DalBo	535	32.98	217	316	2	0
Philip Redisch	502	30.95	150	349	3	0
Barbara Roberts	585	36.07	225	359	1	0
Total	1,622		592	1,024	6	0
Over Votes	0		0	0	0	0
Under Votes	596		186	406	4	0

MADEIRA BEACH MAYOR

Vote for 1

Victor A. Cucaro	280	20.06	136	140	4	0
Travis Palladeno	1,116	79.94	441	657	17	1
Total	1,396		577	797	21	1
Over Votes	0		0	0	0	0
Under Votes	30		11	18	1	0

MADEIRA BEACH CITY COMMISSIONER DISTRICT 2

Vote for 1

Nancy L. Hodges	977	72.91	383	578	16	0
William J. Wright	363	27.09	176	183	3	1
Total	1,340		559	761	19	1
Over Votes	1		1	0	0	0
Under Votes	85		28	54	3	0

PINELLAS PARK CITY COUNCIL SEAT 2

Vote for 1

Eugene F. Hendry	889	9.68	242	627	20	0
Patricia F. Johnson	4,730	51.51	1,134	3,489	107	0
Keith V. Sabiel	3,564	38.81	1,192	2,275	95	2
Total	9,183		2,568	6,391	222	2
Over Votes	22		2	20	0	0
Under Votes	764		215	528	21	0

REDINGTON SHORES COMMISSIONER DISTRICT 3

Vote for 1

Mary Beth Henderson	140	63.93	47	92	1	0
Casey Wojcik	79	36.07	27	48	4	0
Total	219		74	140	5	0
Over Votes	0		0	0	0	0
Under Votes	15		8	6	1	0

OFFICIAL RESULTS

SPECIAL GENERAL ELECTION
PINELLAS COUNTY, FL
3/11/2014

OFFICIAL RESULTS

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TOTAL VOTES % ED AB EV PROV

SAFETY HARBOR MAYOR

Vote for 1

Joe Ayoub	2,609	43.30	999	1,567	43	0
Nancy J. Besore	717	11.90	229	477	11	0
Andy Steingold.	2,700	44.81	1,091	1,578	30	1
Total	6,026		2,319	3,622	84	1
Over Votes	0		0	0	0	0
Under Votes	103		38	61	4	0

SAFETY HARBOR COMMISSIONER SEAT 3

Vote for 1

Dean Harmeson	2,217	40.41	801	1,384	32	0
Andy Zodrow.	3,269	59.59	1,283	1,946	39	1
Total	5,486		2,084	3,330	71	1
Over Votes	0		0	0	0	0
Under Votes	643		273	353	17	0

SAFETY HARBOR COMMISSIONER SEAT 4

Vote for 1

Carlos Diaz.	2,881	51.33	1,138	1,694	48	1
Ray R. Irvin	2,732	48.67	1,014	1,689	29	0
Total	5,613		2,152	3,383	77	1
Over Votes	0		0	0	0	0
Under Votes	516		205	300	11	0

SOUTH PASADENA COMMISSIONER

Vote for 2

Harris Blair	532	18.77	113	414	5	0
Max V. Elson	725	25.58	192	525	8	0
Arthur Penny	1,034	36.49	280	740	14	0
Robert F. Small	543	19.16	117	412	14	0
Total	2,834		702	2,091	41	0
Over Votes	2		2	0	0	0
Under Votes	952		200	731	21	0

ST. PETE BEACH MAYOR

Vote for 1

Maria Lowe	2,055	52.33	741	1,278	32	4
Steve McFarlin.	1,872	47.67	632	1,201	37	2
Total	3,927		1,373	2,479	69	6
Over Votes	1		1	0	0	0
Under Votes	77		13	61	3	0

ST. PETE BEACH COMMISSIONER DISTRICT 1

Vote for 1

Terri Finnerty.	461	51.39	146	306	8	1
Lorraine Huhn	436	48.61	142	287	7	0
Total	897		288	593	15	1
Over Votes	0		0	0	0	0
Under Votes	43		12	26	5	0

OFFICIAL RESULTS

SPECIAL GENERAL ELECTION
PINELLAS COUNTY, FL
3/11/2014

OFFICIAL RESULTS

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TOTAL VOTES % ED AB EV PROV

ST. PETE BEACH COMMISSIONER DISTRICT 3

Vote for 1

James Douglas Anderson	460	45.45	151	295	13	1
Gregory Premer	552	54.55	195	351	6	0
Total	1,012		346	646	19	1
Over Votes	0		0	0	0	0
Under Votes	65		20	45	0	0

TARPON SPRINGS COMMISSIONER SEAT 2

Vote for 1

Chris Hrabovsky	1,029	25.97	331	692	6	0
Joe Muzio	1,147	28.95	370	772	4	1
Rea Sieber	1,786	45.08	428	1,347	10	1
Total	3,962		1,129	2,811	20	2
Over Votes	9		1	8	0	0
Under Votes	92		31	60	1	0

TARPON SPRINGS REFERENDUM QUESTION

Vote for 1

YES	3,721	94.78	1,025	2,675	19	2
NO.	205	5.22	88	116	1	0
Total	3,926		1,113	2,791	20	2
Over Votes	0		0	0	0	0
Under Votes	137		48	88	1	0

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

Issue Considered: Commission Meeting format

Date: April 8, 2013

Prepared By: Michael Bonfield, City Manager *MB*

Summary of Issue: At our last meeting the City Commission expressed a desire to discuss the format of our regular meetings. Two items specifically mentioned were starting time and adding an additional “Audience Comments” segment to the end of the meeting agenda. Attached are four resolutions that have been passed since 2002 relating to City Commission meetings and general protocol, as well as a proposal from Mayor McFarlin in May 2011. The start time of the meetings was changed from 7:00 to 6:30 a number of years ago and changed again in June 2011 from 6:30 to 6:00. These changes were not done by resolution, rather by simple City Commission consensus. “Audience Comments” frequency and location on the agenda has changed several times since 2002, my recollection is they were also done by simple City Commission consensus.

We can discuss these and any other desired changes and bring back in the form of a resolution or again by simple City Commission consensus.

Requested Motion: N/A

Attachments: Resolution 2002-32
Resolution 2005-18
May 24, 2011 Proposed changes by Mayor McFarlin
Resolution 2009-12
Resolution 2013-13

RESOLUTION NO. 2002-32

A RESOLUTION OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, PROVIDING FOR RULES OF PROCEDURE FOR CITY COMMISSION MEETINGS.

The Board of Commissioners of the City of St. Pete Beach, Pinellas County, Florida, in a regular meeting held on December 17, 2002, resolves as follows:

WHEREAS, The City Commission of the City of St. Pete Beach hereby adopts the Rules of Procedure for City Commission meetings as "Attachment A" provided herewith, and;

WHEREAS, this resolution supercedes all previously adopted resolutions of rules of procedure for City Commission meetings.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA DOES RESOLVE to adopt the attachments labeled "Attachment A" as the Rules of Procedures for City Commission meetings.

INTRODUCED AND PASSED by the City Commission of the City of St. Pete Beach, Pinellas County, Florida on this 17th day of December, 2002.

Ward J. Friszolowski
Ward J. Friszolowski, Mayor

ATTEST:

Theresa B. McMaster
Theresa B. McMaster, City Clerk

Attachment A
To Resolution No. 2002-32

SECTION ONE (1) REGULAR MEETINGS.

- (a) TIME. The City Commission of the City of St. Pete Beach shall hold regular meetings on the first and third Tuesday of each month at the hour of 7:00 p.m., or other schedule consistent with the requirement of the Charter. When the day fixed for any regular meeting of the Commission falls on the date designated by law as a legal or national holiday or shall fall upon some commemorative day designed locally or upon a day of local emergency, such meetings shall be held at the same hour on the next succeeding business day.
- (b) PLACE. All meetings of the Commission shall be held in the City Hall located at 155 Corey Avenue, St. Pete Beach, Florida or in some other duly designated place.

SECTION TWO (2) SPECIAL MEETINGS.

Special meetings may be held upon the call of the Mayor-Commissioner or a majority of the members upon no less than twenty-four (24) hours notice to each member and by posting a notice of such meeting in the City Hall and two (2) other conspicuous places within the City.

SECTION THREE (3) AGENDA MEETINGS.

- (a) TIME. The agenda meetings shall be held immediately preceding the regular Commission meetings.
- (b) PLACE. City Hall, located at 155 Corey Avenue, St. Pete Beach, Florida, or in some other duly designated place.
- (c) PURPOSE. To set the agenda for the regular Commission meetings.
- (d) AGENDA. In setting the agenda, discussion will be limited to the question of whether to place an item on the regular meeting agenda or not. All discussion on the merits of the item presented for the agenda shall occur during the regular meeting. Public discussion will be permitted at the discretion of the Presiding Officer.

SECTION FOUR (4) PRESIDING OFFICER – DUTIES.

The Presiding Officer of the Commission shall be the Mayor or in his absence the Vice Mayor. The Presiding Officer shall preserve strict order and decorum at all meetings of the Commission. He/she shall state every question coming before the Commission, announce the decision of the Commission on all subjects and decide all questions of order; subject, however, to an appeal to the Commission upon such questions in which a majority vote of the Commission shall conclusively govern and determine such question of order. He/she shall vote on all questions, his name being called last.

SECTION FIVE (5) QUORUM.

A majority of the Commission shall constitute a quorum; but a small number may adjourn from time to time and may compel the attendance of absent members in the manner and subject to the penalties prescribed by the rules of the Commission. No action of the Commission shall be taken except as otherwise adopted by the affirmative vote of the majority of a quorum present.

SECTION SIX (6) CALL TO ORDER – PRESIDING OFFICER.

The Mayor or in his absence, the Vice Mayor, shall take the chair precisely at the hour appointed for the meeting, and shall immediately call the Commission to order. In the absence of the Mayor and Vice Mayor, the City Clerk or the Deputy City Clerk shall call the Commission to order, whereupon a Temporary Chairman shall be selected by the members of the Commission present. Upon arrival of the Mayor or Vice Mayor, the Temporary Chairman shall immediately relinquish the chair upon the conclusion of the business immediately before the Commission.

SECTION SEVEN (7) ROLL CALL.

Before proceeding with the business of the Commission, the City Clerk or Deputy City Clerk shall call the roll of the members and the names of those present shall be entered into the minutes.

SECTION EIGHT (8) ORDER OF BUSINESS.

All meetings of the Commission shall be open to the public, except those that are exempt under Florida State Statute. Promptly at the hour set by law on the day of each meeting, the members of the Commission, the City Clerk, the City Attorney and the City Manager shall take their regular places and the business of the Commission shall be taken up for consideration and disposition in the following order.

1. Call to Order.
2. Pledge of Allegiance.
3. Invocation.
4. Presentations.

5. Agenda Meeting.
6. Regular Meeting.
7. Reports of Mayor and Commissioners, City Manager and City Attorney.
8. Audience Comments.
9. Adjournment.

As an effective procedure to handle routine matters expeditiously, a consent agenda shall be used whenever possible. All items on the consent agenda will be enacted by one (1) motion at the regular meeting. Items may be removed from the consent agenda at the agenda meeting for further discussion, changes, and/or anticipation of a non-unanimous vote.

SECTION NINE (9) PROCEDURES WHEN EXERCISING DISCRETIONARY REVIEW AUTHORITY.

The following rules of procedure are to be used when the City Commission exercises discretionary review authority over site plan or variance development orders issued by the Development Review Board.

- (a) SUBMISSION OF DEVELOPMENT ORDER. On or before 30 days after the issuance of a site plan or variance final development order by the Development Review Board, the development order, minutes of the Development Review Board meeting at which the development order was approved, and any other information deemed relevant by the City Manager or City Commission shall be submitted to the City Commission for a decision on whether the City Commission shall exercise its discretionary authority to review the order.
- (b) MAJORITY VOTE REQUIRED. At the submittal meeting indicated in (a), the Commission shall decide by a majority vote of the Commissioners present whether to exercise its discretionary authority to review the site plan or variance development order and schedule a public hearing on the matter. If the Commission authorizes review of the matter, a public hearing shall be scheduled before the City Commission on or before 30 days from that decision. In the event the Commission does not authorize review of the matter, the development order issued by the Development Review Board shall be final.
- (c) COMMISSION AND PUBLIC DISCUSSION. Commission and public discussion at the initial meeting indicated in (a) above shall be limited to whether the City Commission should exercise its discretionary authority to review the development order. No review or discussion of the evidence on which the development order was based will take place at that meeting.

SECTION TEN (10) RULES OF DEBATE FOR CITY COMMISSION.

- (a) DEBATE. Action on items before the Commission shall be commenced without necessity for an oral motion by any Commissioner. The item can be opened at

any time by the Presiding Officer for discussion. At the conclusion of discussion, action shall be concluded by a roll call vote or voice vote. The Commissioner making or seconding the motion being voted on shall not be required to vote in favor of said motion.

- (b) PRESIDING OFFICER – DEBATE AND MOTIONS. The Presiding Officer may vote, second and debate from the chair, subject only to any such limitation of debate as are imposed by these rules of all members and shall not be deprived of any of the rights and privileges on a Commissioner by reason of his acting as Presiding Officer.
- (c) OBTAINING THE FLOOR – IMPROPER REFERENCE TO BE AVOIDED. Every member of the Commission desiring to speak shall address the Chair and upon recognition of the Presiding Officer shall confine himself/herself to the question under debate, avoiding all personalities and indecorous language.
- (d) INTERRUPTIONS. A member of the Commission, once recognized, should not be interrupted when speaking unless it is to call him/her to order or as herein otherwise provided. If a member of the Commission, while speaking, is called to order he/she shall cease speaking until the question of order is determined; if in order, he/she shall be permitted to proceed.
- (e) WITHDRAW OF MOTIONS. Any motion before the Commission may be withdrawn at any time prior to a vote being taken thereon by the Commissioner making the motion, upon agreement by the Commissioner seconding the motion to withdraw his/her second.
- (f) AMENDING OF MOTIONS. At any time during discussion of a motion on the floor, a motion to amend said motion may be made. If the amending motion is seconded, the Commission shall, at the conclusion of discussion, first vote on the amended motion and then upon the original motion as amended. An amending motion may be withdrawn in the same manner as set forth in sub-paragraph (e) above.
- (g) MOTION TO RECONSIDER. A motion to reconsider any action taken by the Commission may be made only on the day such action was taken. It may be made either immediately during the same session or at a recessed or adjourning session thereof. Such motion must be made by one on the prevailing side, but may be made at any time and have precedence over all other motions or while a member of the Commission has the floor; it shall be debatable. Nothing herein contained shall be construed to prevent any member of the Commission from making or remaking the same or any other motion at a subsequent meeting of the Commission.
- (h) REMARKS OF COMMISSIONER, WHEN ENTERED IN MINUTES. A Commissioner may request through the presiding officer the privilege of having

an abstract of his statement on any subject under consideration by the Commission entered into the minutes.

- (i) VOTING CONFLICT. No member of the Commission who is present at any meeting of the Commission at which an official decision, ruling, or other official action is to be taken or adopted may abstain from voting in regard to such decision, ruling or act, and a vote shall be recorded or counted for each member present except when, with respect to such member, there is, or appears to be a possible conflict of interest under the provisions of Chapter 112, Florida Statutes. In such cases, such members shall comply with the disclosure requirement as governed by the Florida Statutes.

SECTION ELEVEN (11) RULES FOR PUBLIC COMMENT AT COMMISSION MEETINGS.

These rules shall govern the conduct of persons attending all public meetings conducted by the City Commission. These rules shall not apply to employees or agents of the City who are present at the meeting for the purpose of reporting on an agenda item or other subject that the Presiding Officer or the Commission determines is appropriate.

- (a) RECOGNITION. Only persons recognized by the Presiding Officer shall be permitted to address the Commission. No person shall be recognized to comment on an agenda item until the Presiding Officer opens the item to public comment.
- (b) LOCATION. A person recognized by the Presiding Officer to address the Commission shall only do so from the lectern set up for that purpose. Comment from the public seating area shall be prohibited.
- (c) INTRODUCTION. The person addressing the Commission shall first state his/her name and address, and also legibly print his/her name and address on the list kept at the lectern by the City Clerk.
- (d) TIME LIMIT. A person is limited to three (3) minutes to address the Commission on any one agenda item. The Presiding Officer shall be responsible for tolling the time and advising the person when their time has run out. The Presiding Officer shall have the discretion to adjust the time limit as he/she deems appropriate. When the person's time is finished he/she shall leave the lectern.
- (e) MANNER OF ADDRESSING THE COMMISSION. All comments shall be directed to the entire Commission. Any questions to individual Commissioners, if appropriate, shall be directed to the Presiding Officer and he/she shall submit it to the Commissioner for an answer. No person shall create a nuisance or engage in any act that disrupts the regular conduct of business.

- (f) PENALTY. Any person determined by the Presiding Officer to be in violation of these rules, or engaging in acts that are deemed, by the Presiding Officer, to be a nuisance, statements or acts that constitute a personal attack on any member of the Commission, or to interfere with the orderly conduct of business at the meeting, then, in that event, the Presiding Officer may direct the person to leave the meeting or public building for the duration of the meeting. Any person who fails to obey an order of the Presiding Officer may be removed by a law enforcement officer appointed by the Presiding Officer.
- (g) ENFORCEMENT. The Presiding Officer shall be responsible for the enforcement of these rules.

RESOLUTION 2005-18

A RESOLUTION OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, AUTHORIZING THE ADOPTION OF COMMUNICATION GUIDELINES FOR THE CITY COMMISSION

The Board of Commission of the City of St. Pete Beach, Pinellas County, Florida at a regular meeting held on Tuesday, August 9, 2005 resolves as follows:

WHEREAS, the City Charter provides information on the roles and responsibilities of the Mayor and City Commission; and

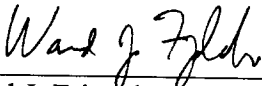
WHEREAS, these Communication Guidelines are designed to describe the protocol for various official communications and representations on behalf of the City of St. Pete Beach; and

WHEREAS, said Guidelines are hereto attached and labeled as attachment A;

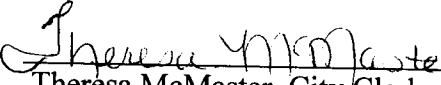
NOW, THEREFORE the City Commission of the City of St. Pete Beach, Pinellas County, Florida DOES RESOLVE:

This resolution and the guidelines hereto attached as attachment A will take effect immediately upon its adoption.

INTRODUCED AND PASSED by the City Commission of St. Pete Beach, Pinellas County, Florida on this 9th day of August 2005.



Ward J. Friszolowski, Mayor



Theresa McMaster, City Clerk

Resolution 2005-18
Attachment A
City of St. Pete Beach, Florida
City Commission Communications Guidelines

The City Charter provides information on the roles and responsibilities of the Mayor and City Commission. These guidelines are designed to describe the protocol for various official communications and representations on behalf of the City of St. Pete Beach.

Overview of Roles & Responsibilities

A resource that is helpful in defining the roles and responsibilities of elected officials can be found in the City Charter as well as established past practices.

MAYOR (City Charter, Section 3.03(c))

- ◆ Presides at meetings of the City Commission
- ◆ Recognized as head of city government for all ceremonial purposes
- ◆ Recognized by the Governor for purposes of military law
- ◆ Recognized for service of process, execution of contracts, deeds and other documents
- ◆ Serves as the city official designated to represent the city in all agreements with other governmental duties.

BOARD OF COMMISSIONERS (City Charter, Article III, City Commission)

All members of the Board of Commissioners, including the Mayor and Vice-Mayor, have equal votes. No Commissioner has more authority than any other Commissioner. Each Commissioner shall fully participate in Commission meetings and may represent the City at ceremonial and/or formal functions at the request of the Mayor or Board of Commissioners.

Guidelines Related To Commission Communications

OFFICIAL CORRESPONDENCE

Each Commissioner may prepare and send correspondence under their signature on City letterhead. However, before sending correspondence, Commissioners shall check with the City Manager to see if an official City response has already been sent or is in progress.

No written commitment or position shall be made by any individual member of the City Commission on behalf of the City without first having obtained a majority direction from the City Commission. A copy of all correspondence shall be given to the City Clerk to be filed as part of the public record.

Correspondence addressed by title, regardless of the name shall be delivered to the individual currently serving in that capacity on the City Commission. If a title is not used and the individual is not serving on the City Commission, the City Clerk shall deliver the mail to the Mayor or to the Commissioner for the district to which it is intended.

PUBLIC COMMUNICATIONS

The City Commission will endeavor to inform and interact with the public in meaningful ways that convey accurate information, consistent with the following guidelines:

- ◆ **Make no promises on behalf of the Board of Commissioners**

Commissioners are frequently asked to explain a City Commission action or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of a City Commission decision or City policy and to refer to City staff for further information.

It is inappropriate to overtly or implicitly promise Commission action, or to promise City staff will do something specific (i.e., fix a pothole, void a parking ticket, plant new flowers in the median, etc.).

- ◆ **Make no personal comments about other Commissioners**

It is acceptable to publicly disagree about an issue, but it is unacceptable to make derogatory comments about other Commissioners, their opinions and actions.

Commission Conduct with City Staff

Governance of a City relies on the cooperative efforts of elected officials, who set policy, and City staff, who implements and administers the Commission's policies. Therefore, every effort shall be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

- ◆ **Do not get involved in administrative functions (City Charter, Section 3.07 a & b)**

Commissioners shall not "in any manner dictate the appointment or removal of any city administrative officer or employees whom the manager or any of his subordinates are empowered to appoint, but the commission may express its views and fully and freely discuss with the manager anything pertaining to appointment and removal of such officers and employees".

Commissioners "shall deal with city officers and employees who are subject to the direction and supervision of the manager solely through the manager, and neither the commission nor its members shall give orders to any such officer or employee, either

publicly or privately. Nothing in the foregoing is to be construed to prohibit individual members of the commission from closely scrutinizing by questions and personal observations; all aspects of city government operations so as to obtain independent information to assist the members in the formulation of policies to be considered by the commission. It is the express intent of this charter, however, that recommendations for improvement in city government operations by individual commissioners be made to and through the city manager, so that the manager may coordinate efforts of all city departments to achieve the greatest possible savings through the most efficient means available”.

◆ **Check with City staff on correspondence before taking action**

Oftentimes the City Manager or City Clerk will be aware of a response already provided on behalf of the City that can be useful to the City Commission in understanding the status of projects, complaints and other inquiries.

◆ **Do not attend meetings with City staff unless requested by staff.**

Even if the Commissioner does not say anything, his/her presence implies support, shows partiality, intimidates staff, and hampers staff's ability to do their job objectively.

◆ **Limit requests for staff support**

Routine secretarial support will be provided to the City Commission by the City Clerk's Office. The City Clerk opens all mail for the Mayor and City Commission. Mail that may need immediate response or action may be reviewed first by the City Manager who notes suggested action and/or follow-up items.

Requests for staff support - even in high priority or emergency situations -- shall be made to the City Manager who is responsible for allocating City resources in order to maintain a professional, well-run City government.

◆ **Do not solicit political support from staff**

Commissioners shall not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities shall be done away from the workplace. City staff in uniform shall not be asked to pose with candidates for office nor shall City equipment be used in political advertisements.

Commission Conduct with the Public

IN PUBLIC MEETINGS

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect shall be evident on the part of individual Commissioners toward an individual participating in a public forum. Every effort shall be made to be fair and impartial in listening to public testimony.

IN UNOFFICIAL SETTINGS

The community is constantly observing commissioners every day that they serve in office. Their behaviors and comments serve as models for proper deportment in the City. Honesty and respect for the dignity of each individual shall be reflected in every word and action taken by Commissioners, 24 hours a day, seven days a week. It is a serious and continuous responsibility. Commissioners shall keep in mind that they are first and foremost viewed by the public as an elected official and that distinction makes the Commissioner different from other residents, electors or citizens. Commissioners shall guard against the impression or reality of misinterpretation or misuse of their position.

IN OFFICIAL FORMS OF MEDIA

Communication through media is an integral part of any governmental agency. All forms of media (television, web site, etc.) play an important role in getting messages out to our community. The City Commission recognizes a responsibility to make available accurate information to the public in a timely manner; understanding that people form opinions about the City based on what they read, hear and see. The objective of the City's media communications is to ensure public opinions are formed upon the basis of accurate information.

Commission Conduct with Other Public Agencies

♦ Be clear about representing the city or personal interests

If a Commissioner appears before another governmental agency or organization to give a statement on an issue, the Commissioner shall clearly state: 1) if his or her statement reflects personal opinion or is the official stance of the City; 2) whether this is the majority or minority opinion of the City Commission.

If the Commissioner is representing the City in an official or liaison capacity, the Commissioner should speak or state the official City position on an issue, not a personal viewpoint. If the Commissioner is representing another organization whose position is different from the City, the Commissioner shall withdraw from voting on the issue if it significantly impacts or is detrimental to the City's interest. Commissioners shall be clear

about which organizations they represent and inform the City Commission of their involvement.

♦ **Correspondence shall be equally clear about representation**

City letterhead may be used when a Commissioner is representing the City and the City's official position. A copy of official correspondence shall be given to the City Clerk to be filed in the Clerk's Office as part of the public record. It is best that City letterhead not be used for correspondence of Commissioners representing a personal point of view, or a dissenting point of view from an official City Commission position. However, should Commissioners use City letterhead to express a personal opinion, the official City position shall be stated clearly so the reader understands the difference between the official City position and the viewpoint of the Commissioner.

Commission Conduct with Boards and Committees

The City has established various Boards and Committees as a means of gathering more community input. Citizens who serve on Boards and Committees become more involved in government and serve as advisors to the Board of Commissioners. They are a valuable resource to the City's leadership and shall be treated with appreciation and respect.

♦ **If attending a Board or Committee meeting, be careful to avoid influencing the Board or Committee's consideration or prejudicing the City Commission's eventual consideration.**

Commissioners may attend any Board or Committee meeting, which are always open to any member of the public. However, they shall be sensitive to the way in which their presence may be viewed as unfairly affecting the process. Commissioners shall remember that attendance at a quasi-judicial hearing before a board may place him/her in a position to be asked to recuse him/her self when the matter is brought to the City Commission. Any public comments by a Commissioner at a Board or Committee meeting shall be clearly made as individual opinion and not a representation of the City Commission. Boards and Committees are appointed to provide independent recommendations to the City Commission. Suggesting a course of action or recommendation to the board or a member circumvents the purpose and intent of the system.

♦ **Limit contact with Board and Committee members to questions of clarification**

It is inappropriate for a Commissioner to contact a Board or Committee member to lobby on behalf of an individual, business, or developer or to suggest or recommend an action be taken. Board and Committee members are appointed to develop independent recommendations, not the recommendations that may be desired by an individual Commissioner.

♦ **Be respectful of diverse opinions**

A primary role of Boards and Committees is to represent many points of view in the community and to provide the City Commission with advice based on a full spectrum of concerns and perspectives. Commissioners may have a closer working relationship with some individuals serving on Boards and Committees, but shall be fair and respectful of all citizens serving on Boards and Committees.

♦ **Keep political support away from public forums**

Board and Committee members may offer political support to a Commissioner, but not in a public forum while conducting official duties. Conversely, Commissioners may support Board and Committee members who are running for office, but not in an official forum in their capacity as a Commissioner.

♦ **Inappropriate behavior can lead to removal**

Inappropriate behavior by a Board or Committee member shall be governed pursuant to the City Charter and Code of Ordinances.

Commission Conduct with the Media

Commissioners are frequently contacted by the media for background, quotes and interviews. Whenever possible, Commissioners, as the City's policy makers, shall be the first contact with the media. The City Manager is also a frequent contact and shall manage the staff's contact and communications with the media. Following are the City Commission general policies for conduct with the media.

♦ **Legal Issues**

Media inquiries relating to any existing or potential liability or suit against the City shall immediately be referred to the City Attorney. In the absence of the City Attorney, the City Manager may respond or direct the media to special counsel contacts on legal issues.

♦ **Use a designated spokesperson for the City's position on controversial issues**

When sensitive or controversial issues arise, it is essential that a central focal point for information be established. The Mayor or a member of the City Commission or the City Manager may be designated for such contact. The City can best ensure a clear and consistent message by limiting involvement to a designated or limited number of contacts.

♦ **In the absence of designation, Commissioners shall be clear for the record**

If the media contacts an individual Commissioner, the Commissioner shall be clear about whether their comments represent the official City position or a personal viewpoint. Commissioners are urged to avoid instigative or preemptive contact directly with the media or through others for purposes espousing a position contrary to that of the majority of the City Commission or in the absence of an official position by the City.

GUIDELINES FOR MEDIA CONTACTS

♦ **What to Say**

Make sure the information released is factual, accurate, timely and consistent. Strive to provide full and honest disclosure within legal limits. Choose words carefully and cautiously to avoid being taken out of context.

♦ **What not to Say**

Never say "no comment." It is better to say you don't have the information right now and you will call back. "No comment" is in fact a comment and leads to the belief that one may have something to hide. Never go "off the record." The better rule of thumb is to treat all information as "on the record."

RESOLUTION 2009-12

A RESOLUTION OF THE CITY OF ST. PETE BEACH, FLORIDA CREATING A POLICY THAT GOVERNS ACTIONS AND DELIBERATIONS DURING CITY COMMISSION MEETINGS IN ORDER TO MAINTAIN DECORUM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary that the City approve a policy of decorum that governs actions and conduct at Commission meetings to maintain order and ensure public deliberations and actions are conducted in an atmosphere free of hostility; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. BALANCE OF RIGHTS AND DECORUM. The City is afforded the means to ensure that individual's right to participate in a public meeting is balanced with maintaining decorum during that meeting. The right of the individual to express his or her thoughts will generally prevail over restrictions on public participation.

SECTION 2. ADDRESSING THE COMMISSION

1. Any person desiring to address the Commission shall first secure the permission of the presiding officer to do so.

2. The remarks of each speaker are limited to three (3) minutes. The presiding officer shall be responsible for tolling the time and advising the speaker when

their time has run out. When the speaker's time is finished he or she shall leave the lectern.

3. When the person is recognized by the presiding officer, each person addressing the Commission shall step up to the microphone and shall give his or her name and address in an audible tone of voice for the records. During all quasi-judicial and public hearings on comprehensive plan amendments each speaker is also required to record this information with the City Clerk.

4. If requested by the presiding officer, the person may be required to state whether the person speaks for a group of persons or a third party, if the person represents an organization, whether the view expressed by the person represents an established policy or position approved by the organization and whether the person is being compensated by the organization.

5. All remarks shall be addressed to the Commission as a body and not to any member thereof.

6. No person, other than a member of the Commission, and the person having the floor, may be permitted to enter into an discussion, either directly or through a member of the Commission, without the permission of the presiding officer. No question may be asked except through the presiding officer.

7. Speakers should make their comments concise and to the point, and present any data they wish the Commission to consider.

8. During Audience Comments the discussion cannot include issues on the agenda or previously acted on by the Commission at the same meeting. If the matter was not listed on the meeting agenda, the members of the Commission must limit their participation to listening to the speaker and asking questions of the speaker and/or appropriate City staff for clarification only. Under no such circumstances may the Commission discuss or take any action on matters presented under such circumstances.

SECTION 3. SIGNS, PLACARDS, BANNERS. For public safety purposes, no signs or placards mounted on sticks, posts or similar structures shall be allowed in the City Commission meeting rooms. Other signs, placards, banners, shall not disrupt meetings or interfere with others' visual rights.

SECTION 4. DECORUM. While the Commission is in session, the members must preserve order and decorum and a member will neither, by conversation nor otherwise delay or interrupt the proceedings or the peace of Commission or disturb any member while speaking or refuse to obey the orders of the Commission or the presiding officer, except as otherwise permitted herein.

1. All those in attendance must be respectful of others' opinions and refrain from making personal attacks. Any person who becomes disorderly or who fails to confine remarks to the identified subject or business at hand shall be cautioned by the presiding officer and given the opportunity to conclude remarks on the subject in a

decorous manner and within the designated time limit. Any person failing to comply as cautioned may be barred from making any additional comments during the meeting by the presiding officer, unless permission to continue or again address the Commission is granted by the majority of the Commission members present.

2. If the presiding officer or a majority of the Commission members present declares an individual out of order, he or she may be requested to relinquish the podium. If the person does not do so, he or she may be subject to removal from the Commission Chamber.

3. Any person removed from the Commission Chamber is barred from speaking at future meetings unless permission to address the Commission is granted by the majority vote of the Commission members present.

4. Clapping, applauding, heckling or verbal outbursts in support or opposition to a speaker or his or her remarks shall be discouraged. Persons exiting the Commission Chamber shall do so quietly.

5. The City Commission reserves the right to designate the placement of video, still or phone cameras within the commission chamber to minimize disruptions at the public meeting. The use of cell phones in the Commission Chamber is not permitted. Ringers must be set to silent mode to avoid disruption of proceedings. Individuals, including those on the dais, must exit the Commission Chamber to answer incoming cell phone calls.

SECTION 5. ENFORCEMENT OF DECORUM. The Mayor, or anyone acting in his or her stead, shall preserve order and decorum, prevent clashes of personalities or the impugning of members or motives, confine members in debate to the question under discussion and shall decide all points of order to an appeal to the Commission. The Chief of Police, or such member or members of the St. Pete Beach Police Department as the Chief of Police so designates, shall be the Sergeant-at-Arms of the Commission meetings. He, or they, will carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum of the Commission meetings.

PASSED AND DULY ADOPTED, with a quorum present and voting, this 14th day of July, 2009.

CITY OF ST PETE BEACH, FLORIDA, BY AND THROUGH THE CITY COMMISSION OF THE CITY OF ST PETE BEACH.

By: Michael Finnerty
Michael Finnerty, Mayor

ATTEST:

By: Teri McMaster
Teri McMaster, City Clerk

May 24th, 2011

PROPOSED CHANGES IN CONDUCTING COMMISSION MEETINGS.

1. **CHANGES TO THE AGENDA-** Anytime there is a city staff member present that is scheduled to speak on any case, an effort is put forth to address their case as soon as possible. This is in the best interest of our taxpayers in that the staff member's time is best served performing his or her duties during normal work hours. It seems to be a common practice that following a meeting where a staff member puts in extra hours, he or she then excuses themselves from normal work hours accordingly. Although this could be considered somewhat justifiable, a concerted effort should be put forth by the commission to reduce this situation whenever possible.
2. **PRESENTATIONS-** Merge "update on litigation cases" with City Attorney's report at the end of the meeting. Highlighting such a negative subject at the beginning of a meeting is counter-productive and suggests that we perhaps consider these damaging actions as commonplace in our community.
3. **AUDIENCE COMMENTS-** Change to #8 on the agenda. There are several reasons for this change. First of all, we should be first addressing the scheduled business at hand. We have individuals that have put months into preparing a case or application and should be given first priority. In addition, we commissioners have put our thoughts and concerns on these issues and should stay focused on the cases that we were assigned to research and act on. But probably the most beneficial party in this change will be for the resident requesting some type of action by the commission. Our current process is somewhat patronizing in that we basically just let the residents speak in an expedited manner and then immediately continue on with the scheduled business at hand. In many cases it appears that after 2 or 3 hours of conducting business, the issue that a resident presented during audience comments is long forgotten and no action is taken. With this change, at the point where we have audience comments, all scheduled business will have been addressed and we as commissioners will have clear minds and can genuinely give consideration to a resident concern. Also we will be at the point in the meeting that immediately precedes the commission's input for future meetings. If a commissioner feels that an issue that was "just" presented should be addressed at a future meeting, that request could be made at that point while the issue was "fresh" with the commission. This change would provide the residents with an opportunity to have a more influential voice in our local government.

3. CONSENT- No changes.

4. ORDINANCES- After the city manager or city clerk reads the ordinance, any staff personnel or individuals be allowed to present the case when applicable. Immediately following, the Mayor or chairperson call for a [positive] motion and a second. Then audience comments be called for and completed. After audience comments, the Mayor or chairperson will open commission discussion and in applicable cases defer to the commissioner who's district is most impacted by that case. The Mayor or chairperson will then ask openly for "any other discussion" and if none, call for a vote. No longer will we automatically call on every commissioner to speak on every case and solicit a rationalization for their rationalization on each issue. Even if a commissioner makes a positive motion, he or she can change their vote accordingly. This change in procedure should dramatically reduce our time spent on ordinances.

5. RESOLUTIONS- No changes.

6. ACTION ITEMS- No changes.

7. ITEMS FOR DISCUSSION- No changes.

8. AUDIENCE COMMENTS- No changes.

9. CITY MANAGER, ATTORNEY and COMMISSION REPORTS-

Temporary change- Due to the ongoing excessive 'extra' legal fees, perhaps a brief review of the most recent bill clarifying at what point and for what cases are we incurring fees over and above our established retainer. I feel this extra step would help provide some clarity to both the commission and the residents and perhaps enable the commission to change any current procedures both individually and collectively that might be contributing to these fees. In addition, by providing awareness to the severity of the costs being incurred by their fellow residents, those continuing with these lawsuits perhaps consider some sort of resolution and subside in their actions that are depriving their neighbors of public services and the quality of life in which they paid for. However, this step is not to perform a public reconciliation of our bill nor publicly discuss any legal strategy but to provide transparency concerning this alarming situation.

10. ADJOURNMENT- No changes.

RESOLUTION 2013-13

A RESOLUTION OF THE CITY COMMISSION OF ST. PETE BEACH, FLORIDA AMENDING AND RESTAING RESOLUTION NO. 2009-12, WHICH GOVERNS ACTIONS AND DELIBERATIONS DURING CITY COMMISSION MEETINGS IN ORDER TO MAINTAIN DECORUM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, by Resolution No. 2009-12, the City Commission of the City of St. Pete Beach adopted a policy, which governs actions and deliberations during City Commission meetings, in order to maintain decorum;

WHEREAS, the Florida Legislature passed Senate Bill 50, which sets limitations on the rules and policies that can govern the opportunity to be heard, during the 2013 Regular Term; and

WHEREAS, the City Commission wishes to amend and restate Resolution No. 2009-12 to comply with Senate Bill 50 by repealing Section 4, paragraph 3 of Resolution 2009-12;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AS FOLLOWS:

SECTION A. Resolution No. 2009-12 is amended and restated as follows:

SECTION 1. BALANCE OF RIGHTS AND DECORUM. The City is afforded the means to ensure that individual's right to participate in a public meeting is balanced with maintaining decorum during that meeting. The right of the individual

to express his or her thoughts will generally prevail over restrictions on public participation.

SECTION 2. ADDRESSING THE COMMISSION. Each person who wishes to address the Commission under Citizens To Be Heard shall complete a citizen's comment card and submit the card to the City Clerk.

1. Any person desiring to address the Commission shall first secure the permission of the presiding officer to do so.

2. The remarks of each speaker are limited to three (3) minutes. The presiding officer shall be responsible for tolling the time and advising the speaker when their time has run out. When the speaker's time is finished he or she shall leave the lectern.

3. When the person is recognized by the presiding officer, each person addressing the Commission shall step up to the microphone and shall give his or her name and address in an audible tone of voice for the records. During all quasi-judicial and public hearings on comprehensive plan amendments each speaker is also required to record this information with the City Clerk.

4. If requested by the presiding officer, the person may be required to state whether the person speaks for a group of persons or a third party, if the person represents an organization, whether the view expressed by the person represents an

established policy or position approved by the organization and whether the person is being compensated by the organization.

5. All remarks shall be addressed to the Commission as a body and not to any member thereof.

6. No person other than the Commission, and the person having the floor, may be permitted to enter into any discussion, either directly or through a member of the Commission, without the permission of the presiding officer. No questions shall be asked except through the presiding officer.

7. Speakers should make their comments concise and to the point, and present any data they wish the Commission to consider.

8. During Audience Comments the discussion cannot include issues on the agenda or previously acted on by the Commission at the same meeting. If the matter was not listed on the meeting agenda, the members of the Commission must limit their participation to listening to the speaker and asking questions of the speaker and/or appropriate City staff for clarification only. Under no such circumstances may the Commission discuss or take any action on matters presented under such circumstances.

SECTION 3. SIGNS, PLACARDS, BANNERS. For public safety purposes, no signs or placards mounted on sticks, posts or similar structures shall be

allowed in the City Commission meeting rooms. Other signs, placards, banners, shall not disrupt meetings or interfere with others' visual rights.

SECTION 4. DECORUM. While the Commission is in session, the members must preserve order and decorum and a member will neither, by conversation nor otherwise delay or interrupt the proceedings or the peace of Commission or disturb any member while speaking or refuse to obey the orders of the Commission or the presiding officer, except as otherwise permitted herein.

1. All those in attendance must be respectful of others' opinions and refrain from making personal attacks. Any person who becomes disorderly or who fails to confine remarks to the identified subject or business at hand shall be cautioned by the presiding officer and given the opportunity to conclude remarks on the subject in a decorous manner and within the designated time limit. Any person failing to comply as cautioned may be barred from making any additional comments during the meeting by the presiding officer, unless permission to continue or again address the Commission is granted by the majority of the Commission members present.

2. If the presiding officer or a majority of the Commission members declares an individual out of order, he or she may be requested to relinquish the podium. If the person does not do so, he or she may be subject to removal from the Commission Chamber.

~~3. Any person removed from the Commission Chamber is barred from speaking at future meetings unless permission to address the Commission is granted by the majority vote of the Commission members present.~~

4. 3. Clapping, applauding, heckling or verbal outbursts in support or opposition to a speaker or his or her remarks shall be discouraged. Persons exiting the Commission Chamber shall do so quietly.

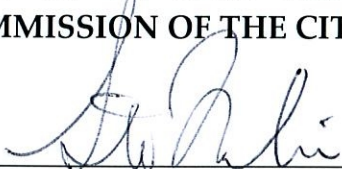
5. 4. The City Commission reserves the right to designate the placement of video, still or phone cameras within the commission chamber to minimize disruptions at the public meeting. The use of cell phones in the Commission Chamber is not permitted. Ringers must be set to silent mode to avoid disruption of proceedings. Individuals, including those on the dais, must exit the Commission Chamber to answer incoming cell phone calls.

SECTION 5. ENFORCEMENT OF DECORUM. The Mayor, or anyone acting in his or her stead, shall preserve order and decorum, prevent clashes of personalities or the impugning of members or motives, confine members in debate to the question under discussion and shall decide all points of order to an appeal to the Commission. The ~~Chief of Police~~ Pinellas County Sheriff, or such member or members of the ~~St. Pete Beach Police Department~~ Sheriff's Department as the ~~Chief of Police~~ Sheriff so designates, shall be the Sergeant-at-Arms of the Commission meetings. He,

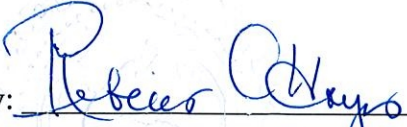
or they, will carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum of the Commission meetings.

PASSED AND DULY AMENDED, with a quorum present and voting, this 13th day of August, 2013.

CITY OF ST PETE BEACH, FLORIDA, BY AND THROUGH THE CITY COMMISSION OF THE CITY OF ST PETE BEACH.

By: 
Steve McFarlin, Mayor

ATTEST:

By: 
Rebecca Haynes, City Clerk