

## **CONSENT AGENDA**

15. **Award of Bid: Cassady & Hogan, Inc., Electrical Services**  
Award of annual contract for electrical services for the repair and maintenance on municipal facilities including industrial electrical work, commercial work, motors and motor controls.
16. **Verizon Wireless Personal Communications Site Lease Agreement – Second Amendment**  
The Verizon Site Lease Agreement needs to be further amended to account for the change in location on the city site.
17. **Interlocal Agreement between Polk County and City of Lake Wales regarding E9-1-1 Addressing Services**  
Renewal of Interlocal Agreement between the City of Lake Wales and Polk County providing E9-1-1 addressing services for Lake Wales.
18. **4th of July Fireworks**  
Consideration of bids for 4th of July Fireworks from Melrose South Pyrotechnics, Inc. for \$10,000

## MEMORANDUM

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May 27, 2009

**TO:** Honorable Mayor and City Commission

**VIA:** Anthony G. Otte, City Manager<sup>AGO</sup>  
Arthur R. Creel, Utilities Director

**FROM:** Sarah B. Kirkland, Utilities Projects Supervisor

**RE:** Award of Bid #09-172 to Cassady & Hogan, Inc for Electrical Contractor for Electrical Services

**SYNOPSIS:** Award of annual contract for electrical services for the repair and maintenance on municipal facilities including industrial electrical work, commercial work, motors and motor controls.

### STAFF RECOMMENDATION

It is recommended that the City Commission:

- 1) Approve the award of bid for an electrical contractor for electrical services to Cassady & Hogan, Inc.
- 2) Authorize the City Manager to execute the appropriate documents, on the City's behalf, in regards to this bid award.

### BACKGROUND

City staff issued a Request for Bid for an Electrical Services Contractor on April 14, 2009. Proposals were due on May 7, 2009. A total of seven responsive bidders submitted packets for evaluation. Items staff took into consideration as main factors during the review process were response time, familiarity of working on instrumentation controls as it related to lift station equipment, and cost. Taking into consideration the above factors, staff recommends that Cassady & Hogan, Inc be awarded the bid, their bid being the lowest of the bidders in this area.

Seven sealed bids were received. Although Cassady & Hogan, Inc was not the lowest bidder, staff felt it beneficial to select this company due to the several reasons listed above. Cassady & Hogan, Inc is located in Winter Haven, Florida which puts response time to a minimum. City staff also makes this recommendation based on the proximity and response time in the event of lift station failure, when the health and welfare of the public becomes an issue and is of the utmost of importance.

### OPTIONS

Not award the bid and continue to go out for quotes every time there is electrical work to be done on instrumentation controls .

### FISCAL IMPACT

None at this time. Expenditures will be determined at such time when services are needed and submitted to commission for approval.

### ATTACHMENTS

Award of Bid

Listing of all bidders and quotes

Copies of all the construction bids are available in the City Clerk's office for review.



## 6. RESPONSIBILITIES

- A. Contractor shall provide all equipment, labor and material necessary to perform the required service. No equipment, material or personnel shall be provided by the City to Contractor.
- B. In the performance of the services, Contractor shall provide personnel who are qualified, careful and efficient employees in strict conformity with the best practices and applicable standards. Upon request of the City, Contractor shall remove from the performance of the services hereunder any of its employees who, in the City's judgement, has not conducted himself properly or is not qualified to perform the work.
- C. Contractor shall remove all rubbish, waste and discarded material on a daily basis. If Contractor fails to comply with this obligation, Contractor will be back charged for work performed by the City's personnel for such removal.
- D. The City's representatives are Ray Creel, Utilities Director, and Bonnie Hodge, Purchasing Agent and they are the only individuals authorized to authorize the work to be performed by Contractor.
- E. All Contractor's employees and agents must contact personnel at the entry point of the designated Facility and will be required to wear identification badges at all times while on the City's premises.

## 7. SERVICE TIME RECORDS

Contractor must submit separate work sheets or job tickets daily for every Contractor's employee or agent while the employee or agent is on the City's premises. The work sheet/time sheet shall list, the date, the employee or agent's name, job classification, and a general description of the services to be performed. If materials or supplies are used in the performance of a service request, a list of materials and supplies and the costs thereof must be submitted with each invoice.

## 8. INSPECTION AND FINAL ACCEPTANCE

- A. All work is subject to inspection by the City during progress and after completion.
- B. i. If any work is not satisfactorily performed or otherwise not in conformity with the requirements of this Agreement, the City shall have the right to require its correction or to require replacement, at Contractor's expense. If the work performed is of such a nature that the defect cannot be corrected by re-performance of the services, the City shall have the right to: 1) Require the Contractor to immediately take all steps necessary to ensure future performance of the services in conformity with the requirements of this Agreement and 2) Reduce the price to reflect the reduced value of the work performed.
- ii. If Contractor fails to perform promptly the work again or to take necessary steps to ensure future performance of the work in conformity with the requirements of this Agreement, the City shall have the right to either: 1) by contract or otherwise have the work performed in conformance with the requirements of this Agreement and charge the Contractor any cost incurred by the City that is directly related to the performance of the work; or 2) terminate this Agreement for breach.
- C. Final acceptance or rejection of the work shall be made by the City as promptly as practicable after completion.

## 9. INVOICING AND PAYMENT

Contractor shall submit invoices delineating all charges incurred for the preceding one month period. Payment for services and materials will be contingent upon final inspection and acceptance by the City's Facilities Department and will be made within forty-five (45) days after acceptance. Charges for material must be separately itemized to include the net cost and the markup.

All invoices shall include the following documentation:

Service Requested by

Service Date

Service Time

Hourly Rate

Work Sheet/Job Ticket No.

Brief Description of Services and Material provided

Verification of cost of Material

Total Amount

Lien Releases relating to all services and material provided

Total Amount of Authorization Remaining

#### 10. LIENS

Contractor shall promptly pay for all materials, supplies, and labor employed by it so that the property shall be free from material men's and mechanic's liens. At time of invoicing, Contractor shall provide City with lien releases from all subcontractors providing materials, supplies and labor related to the work.

The Contractor acknowledges that no lien may be asserted against public property and agrees that the Contractor will take all actions necessary to remove any lien that may be filed concerning the services which are the subject of this contract by any of its suppliers.

#### 11. WARRANTY

A. Contractor warrants that for one (1) year from the City's acceptance, the work will be free from defects in material and workmanship and that all services and material furnished shall be in accordance with the requirements of this Agreement. Contractor also warrants that all material (including repair and replacement parts) will function properly for a period of one (1) year from the City's acceptance ( or the manufacturer's warranty) and that such material will be new and of original manufacture. Upon City's notice to the Contractor of any defect or nonconformance, Contractor shall within five (5) days of the City's notice promptly correct or re-perform, at no cost to the City, any such services and material. If Contractor fails or refuses to correct or re-perform, City may correct or replace with similar services and materials and charge to the Contractor the cost incurred by the City.

B. Contractor shall assign to the City all manufacturers' warranties received by Contractor for any items furnished. All warranties shall survive inspection, acceptance and payment.

## 12. INSURANCE AND INDEMNIFICATION

A. Before commencing the work, Contractor shall procure and maintain insurance of the kinds and limits listed below and in form satisfactory to the City. Certificates of such insurance which name the City as an additional insured shall be provided to the City before the commencement of the work. The certificates shall provide that the insurance coverage shall not be terminated or modified unless Buyer is given thirty (30) days written notice by the insurance carrier.

(i) Worker's Compensation insurance in accordance with state law;

(ii) Comprehensive General Liability:

|                  |                                |
|------------------|--------------------------------|
| Bodily Injury:   | \$ 500,000.00 per individual   |
|                  | \$ 1,000,000.00 per occurrence |
| Property Damage: | \$ 1,000,000.00                |

(iii) Comprehensive Automobile Liability to include machinery:

|                  |                                |
|------------------|--------------------------------|
| Bodily Injury:   | \$ 500,000.00 per individual   |
|                  | \$ 1,000,000.00 per occurrence |
| Property Damage: | \$ 1,000,000.00                |

B. i. Contractor shall indemnify, defend and hold City harmless from any and all claims, actions, lawsuits, liabilities, damages, costs and expenses, including reasonable attorney's fees, asserted by a third party against City which arise out of the performance of this Agreement as well as any breach by Contractor of any of Contractor's covenants, representations or warranties herein.

ii. Contractor shall, at its own cost and expense, pay all costs incurred by the City in connection therewith. If any judgment shall be rendered against the City in any such action, Contractor shall satisfy and discharge the same without cost or expense to the City. However, this indemnity shall not apply to claims, actions, or suits resulting from the City's negligence.

## 13. TERMINATION

The City shall have the right to terminate this Agreement in whole or in part upon giving Contractor at least 30 days advance written notice. Upon such termination, Contractor shall be paid only for those hours of work actually performed up to the effective date of such termination. Upon the termination of this Agreement, or upon completion of each work assignment, as may be requested, Contractor agrees to transfer and assign to the City all right, title, and interest to any completed material and work in process under this Agreement and to deliver the same to the City.

## 14. LAWS, ORDINANCES AND PERMITS

At Contractor's own cost and expense, Contractor shall comply with all laws, ordinances, rules, and regulations of the federal, state and local and OSHA authorities and departments relating to or affecting the work hereunder, and shall secure and obtain any and all permits, licenses and consents as may be necessary in connection therewith. Contractor shall furnish to the City copies of said licenses and permits prior to the commencement of any work hereunder.

15. RISK OF LOSS

Contractor shall assume and bear all risk of damage to or failure of the work, and all risk of accidents, from whatsoever cause arising, until the work provided for herein shall have been fully completed and accepted by the City.

16. SAFETY

- A. Contractor shall be responsible for safety related to and during the performance of the work hereunder. Contractor shall insure that its employees and the employees of its subcontractors are notified of and observe and abide by all safety regulations and laws.
- B. Contractor shall immediately notify the City of any damage to property and/or injury to, or death of, persons which occurs in connection with or is in any way related to the work. Contractor shall furnish the City a written report of any such damage as soon as possible.
- C. Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence.

17. INDEPENDENT CONTRACTOR

In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. The employees of the Contractor and its subcontractors are not employees of the City under the meaning or application of any federal or state unemployment insurance laws, or other social security law or any worker's compensation law, industrial law, or otherwise. Contractor shall assume and pay all liabilities and perform all obligations imposed by any such laws with respect to the performance of this Agreement. Contractor shall not have any right, power, or authority to create any obligation, express or implied, on behalf of the City and shall not have any authority to represent itself as an agent of the City.

18. GENERAL

- A. Entire Agreement and Modifications.  
This Agreement contains all the agreements and understandings between the parties with respect to the subject matter hereof. No agreement or other understanding in any way modifying the terms hereof will be binding unless made in writing as a modification or amendment to this Agreement and executed by both parties. The failure of the City to insist on strict performance shall not constitute a waiver of the provisions of this Agreement or a waiver of any other default by the Contractor.
- B. Assignment and Subcontracting.  
Contractor may not assign this Agreement without the prior written consent of the City. In addition, Contractor shall not subcontract the furnishing of any portion of the work without the prior written consent of the City.
- C. Governing Law.  
This Agreement shall be construed and interpreted in accordance with the laws of the state of Florida.





## Statement of Work

Repair services will be performed at the following locations:

| Location                   | Address                     | Phone        | Contact       |
|----------------------------|-----------------------------|--------------|---------------|
| Water Plant #1             | 138 E. Sessoms Ave.         | 863-678-4182 | Holly Britt   |
| Water Plant #2             | 1039 E. Grove Ave.          | 863-678-4182 | Holly Britt   |
| Water Plant #3             | 1050 N. 5 <sup>th</sup> St. | 863-678-4182 | Holly Britt   |
| Airport                    | 440 Airport Rd. S.          | 863-678-4182 | Holly Britt   |
| Wastewater Treatment Plant | 840 Henry St.               | 863-678-4114 | Randall Britt |

### LIFT STATIONS

|                              |                              |               |
|------------------------------|------------------------------|---------------|
| Twin Lakes                   | 116 ½ Twin Lakes Blvd        | Randall Britt |
| Polk & Lakeshore             | 319 Lakeshore Blvd           | Randall Britt |
| Sunset (near Lakeshore)      | 1121 Sunset Blvd             | Randall Britt |
| Tower Lakes                  | 2060 US 27 N Lot 4 1/2       | Randall Britt |
| Tower Blvd/Lakeshore         | 931 Lakeshore Blvd           | Randall Britt |
| Woodland Hills               | 830 Blackwood Dr             | Randall Britt |
| Sunset/Whitmire              | 1033 ½ Sunset Dr             | Randall Britt |
| Alabama St                   | 447 ½ Alabama St             | Randall Britt |
| Miami St                     | 450 Miami St                 | Randall Britt |
| Burns Ave/Scenic Hwy         | 730 ½ Scenic Hwy N           | Randall Britt |
| Russell Ave                  | 16 ½ Russell Ave             | Randall Britt |
| Greenbriar                   | 526 ½ Greenbriar Dr          | Randall Britt |
| Orange Grove Shopping Center | 1340 ½ State Rd 60 East      | Randall Britt |
| Central Ave/Hwy 27           | 704 Central Ave W            | Randall Britt |
| Tower Lakes                  | 2060 US 27 N Lot 331 ½       | Randall Britt |
| North Ave & Miami            | 427 Miami St S               | Randall Britt |
| Hwy 27 N                     | 445 Hwy 27 N                 | Randall Britt |
| 1000 Roses                   | 12 ½ Scenic Hwy N            | Randall Britt |
| Lake Wales Library           | 222 Third St                 | Randall Britt |
| Central Ave & Miami St       | 300 Central Ave W            | Randall Britt |
| Kmart/Winn Dixie             | 1970 ½ Sr 60 E               | Randall Britt |
| Eagle Ridge Mall             | 4 ½ Eagle Ridge Dr           | Randall Britt |
| Home Depot                   | 4440 US Hwy 27 N             | Randall Britt |
| Escod                        | US Hwy 27 N                  | Randall Britt |
| Chalet Estate                | Lake Suzanne Dr              | Randall Britt |
| Dinner Lake Shores           | 4397 Dinner Lake Blvd        | Randall Britt |
| Oakley                       | US Hwy 27 S/Alturas C/O      | Randall Britt |
| Lake Ashton                  | Club House Dr                | Randall Britt |
| Longleaf Business Park       | 330 Palmeto Ct               | Randall Britt |
| Lake Ashton Phase 2          | 4125 ½ Dunmore Dr            | Randall Britt |
| Publix                       | 23965 US 27 N                | Randall Britt |
| Lake Wales Veterinary        | 520 Mountain Lake Cut-Off Rd | Randall Britt |
| Sunset Point                 | Buckmore Rd & Grant Rd       | Randall Britt |
| The Preserves                | Preserve Parkway             | Randall Britt |
| Kensington                   | 105 Lake Mable Loop Rd       | Randall Britt |
| Lake Ashton Phase 3          |                              | Randall Britt |
| Whispering Ridge             | 790 S 11 <sup>th</sup> St    | Randall Britt |
| Whispering Ridge             | 000 Whispering Ridge Ave     | Randall Britt |
| Hunters Glen                 |                              | Randall Britt |

C Street  
D Street & Harding  
D Street

400 C Street  
310 Harding Ave  
470 D Street

Randall Britt  
Randall Britt  
Randall Britt

*Expectations and Other Project Requirements*

EMERGENCY RESPONSE TIME

Vendors are required to supply repair service within a three (3) hour period for emergency failures.

It is understood that this agreement does not include expenses to repair damage caused by abuse, accident, theft, acts of a third person, altering of equipment or forces.

## EXHIBIT A

### SCOPE OF SERVICES

Electrical system maintenance services will be provided by the contractor in the normal course of business, including upgrading of electrical service systems, repairing damaged or inadequate services, to include instrumentation and repairs such as VFD, Variable Frequency Drive Softstart, etc. and advising the Utilities Division on electrical safety and cost containment issues.

Services will be provided during normal workdays Monday through Friday, 7:00 am to 4:00 pm, as well as after hour's emergency work, which is comprised of nights weekends, and designated holidays. Designated holidays are defined as New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the day after, and Christmas Day. These holidays are in keeping with the scheduled holidays approved by the City of Lake Wales.

The firm shall bill hourly rates, which are dependent on the time the work commences. Should services be requested during the normal schedule business workday, the regular rate shall be used. However, should the work continue beyond the regularly scheduled workday, the first shall bill the time at the overtime rate for that time beginning at the end of the regular workday. For example, should a work request be issued for services to begin at 2:00 pm and the work continues until 7:00 pm, the invoice shall reflect a standard rate for the service from 2:00 pm until 4:00 pm and an overtime rate for the services from 4:00 pm to 7:00 pm.

Any specialized equipment required to perform work requested by the City shall be billed at cost plus 10% markup.

Should a work request be issued after regularly scheduled work hours, the overtime rate will prevail for the entire work period.

The Licensed Electrician will be required to perform services specified herein. The contractor will be expected to enter into a service Contract with the City, consistent with the terms of Request for Proposal (RFP) #09-172 and Contractor's submitted Proposal. The contractor will be expected to be available to provide services immediately upon issuance of a Notice to Proceed.

The Contractor must comply with all local and State and Federal laws, rules and regulations for an electrician and possess a valid State of Florida Master Electrician's License. The City will require that the contractor be on call on a 24-hour basis for any emergency that may occur. The firm must be able to respond to the City site within three (3) hours after request for regular service and within one (1) hour of an emergency request for service. It shall be the responsibility of the Contractor to supply all necessary tools and equipment to perform the work as requested to the extent electrical supplies, materials, and parts are required to perform the work. The Contractor shall be responsible for obtaining such supplies, materials and parts if not provided by the City. Such supplies, materials and parts shall be of good quality and the cost of such shall be billed as reflected in the proposal from the Contractor, excluding any specialized equipment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

\_\_\_\_\_  
City

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BID TABULATION - RFP 09-172  
ELECTRICAL CONTRACTOR FOR UTILITIES ELECTRICAL SYSTEM & MAINTENANCE**

| PROPOSER   | AVAILABLE<br>EMPLOYEES  | STANDARD<br>RATES | OVERTIME<br>RATES | PARTS<br>MARKUP |     |
|--|---|-------------------|-------------------|-----------------|-----|
| Professional Highway Maintenance, Inc.<br>Pinellas Park, Fl. | Master Electrician  | 2                 | \$95.00           | 2               | 15% |
|  | Journeyman  | 2                 | \$60.00           | 2               |     |
|  | Helper  | 4                 | \$35.00           | 4               |     |
| Estes Electric, Inc<br>Lake Wales, Fl.                       | Master Electrician  | 1                 | \$75.00           | 1               | 35% |
|  | Journeyman  | 1                 | \$59.00           | 1               |     |
|  | Helper  | 3                 | \$20.00           | 2               |     |
|  | A 2 man crew including a company truck and tools are billed at \$79.00 per hour minimum, regardless of the electrician status of the individuals. |                   |                   |                 |     |
| Central Electric Motor Service<br>Haines City, Fl.           |   | 1                 | \$60.00           | 1               | 30% |
|  |   | 2                 | \$60.00           | 2               |     |
|  |   | 3                 | \$40.00           | 3               |     |
| Control Solutions, Inc<br>Tampa, Fl.                         | Master Electrician  | 2                 | \$90.00           | 2               | 25% |
|  | Journeyman  | 3                 | \$80.00           | 3               |     |
|  | Helper  | 2                 | \$65.00           | 2               |     |
| Cassady & Hogan, Inc<br>Winter Haven, Fl.                    | Master Electrician  | 1                 | \$58.00           | 1               | 10% |
|  | Journeyman  | 3                 | \$40.00           | 3               |     |
|  | Helper  | 3                 | \$32.00           | 3               |     |
| Pace Electric, Inc<br>Orlando, Fl.                           | Master Electrician  | 4                 | \$52.00           | 4               | 10% |
|  | Journeyman  | 12                | \$36.00           | 12              |     |
|  | Helper  | 12                | \$19.80           | 12              |     |
| M.C.Dean<br>Tampa, Fl.                                       | Master Electrician  | 207               | \$46.66           | 207             | 20% |
|  | Journeyman  | 409               | \$46.66           | 409             |     |
|  | Helper  | 395               | \$34.00           | 395             |     |

## MEMORANDUM

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May 27, 2009

**TO:** Honorable Mayor and City Commission

**VIA:** Anthony G. Otte, City Manager<sup>AGO</sup>  
Arthur R. Creel, Utilities Director

**FROM:** Sarah B. Kirkland, Utilities Project Supervisor

**RE:** Verizon Wireless Personal Communications Site Lease Agreement – Second Amendment

**SYNOPSIS:** The Verizon Site Lease Agreement needs to be further amended to account for the change in location on the city site.

### STAFF RECOMMENDATION

It is recommended that the City Commission:

- 1) Accept the Amendment to the Verizon Wireless Personal Communications Site Lease Agreement.
- 2) Authorize the City Manager to execute the appropriate documents, on the City's behalf.

### BACKGROUND

At the October 7, 2008 meeting the City Commission approved the Verizon Communications Site Lease Agreement First Amendment for the installation of a 4ft. X 10ft.concrete pad to be added to Verizon's currently leased area for the placement of a propane cylinder to act as their generator fuel source. The addition called for an adjustment to the Verizon Wireless lease payments. Verizon Wireless agreed to compensate this increase in lease area to the City by \$300.00 per month, which will bring the total current monthly installment to \$2,485.00.

The Water Division staff had pre-determined that the proposed construction and subsequent placement of the structure would not interfere or hamper any of its daily operational activities. In addition, the placement of this new propane tank does not violate any FDEP regulations as verified with the licensed utilities operations staff.

Once Verizon submitted plans to the Building Department for permitting, the Fire Chief determined at that time that the placement of the tank was too close to the elevated storage structure, thus causing the propane tank to be relocated, and further causing the First Amendment to be changed. Staff recommends the approval of the Verizon Communications Site Lease Agreement Second Amendment.

### OPTIONS

Do not accept the proposed amendment and disallow the Verizon upgrades.

### FISCAL IMPACT

By accepting the amendment, yearly revenues will be increased, initially, by \$3,600.00 with an additional increase of 3% annually.

### ATTACHMENTS

Copy of the Verizon Second Amendment to Communications Site Lease Agreement.

## SECOND AMENDMENT TO WATER TOWER LEASE AGREEMENT

This Second Amendment to Water Tower Lease Agreement (this "Second Amendment") is made this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between **THE CITY OF LAKE WALES**, a municipal corporation of the State of Florida, with its principal mailing address of 201 Central Avenue, Lake Wales, FL 33859, Tax ID # 59-6000357, hereinafter "LESSOR", and **VERIZON WIRELESS PERSONAL COMMUNICATIONS LP**, a Delaware limited partnership, d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter "LESSEE".

**WHEREAS**, LESSOR and LESSEE entered into a Water Tower Lease Agreement on May 29, 2002, as amended March 10, 2009 (collectively, the "Agreement"), whereby LESSEE leased from LESSOR ground space and space on the water tower as described in the Agreement;

**WHEREAS**, LESSOR and LESSEE desire to amend the Agreement in order to relocate LESSEE'S 4' x 10' ground space for the placement of a fuel tank.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to be legally bound to this Second Amendment as follows:

1. LESSOR and LESSEE agree this Second Amendment shall be effective upon full execution.
2. LESSOR and LESSEE agree that Exhibit A-1 to the Agreement is hereby deleted in its entirety and replaced with Exhibit A-2, attached hereto and incorporated herein.
3. All remaining provisions of the Agreement shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the parties hereto.
4. The Agreement and Second Amendment contain all agreements, promises or understandings between LESSOR and LESSEE and no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Agreement and Second Amendment shall be void and ineffective unless made in writing and signed by the parties. In the event any provision of the Agreement and Second Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Agreement and Second Amendment.



IN WITNESS WHEREOF, the parties have set forth their hand and seal as of the date indicated above.

LESSOR:

**THE CITY OF LAKE WALES, a  
municipal corporation of the State  
of Florida**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

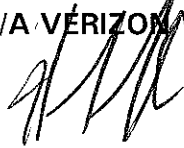
Date: \_\_\_\_\_

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

LESSEE:


**VERIZON WIRELESS PERSONAL  
COMMUNICATIONS LP  
D/B/A VERIZON WIRELESS**

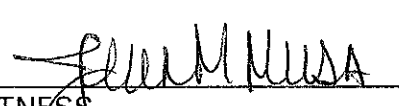
By: 

Name: Hans F. Leutenegger

Title: Area Vice President Network

Date: 5/21/2009

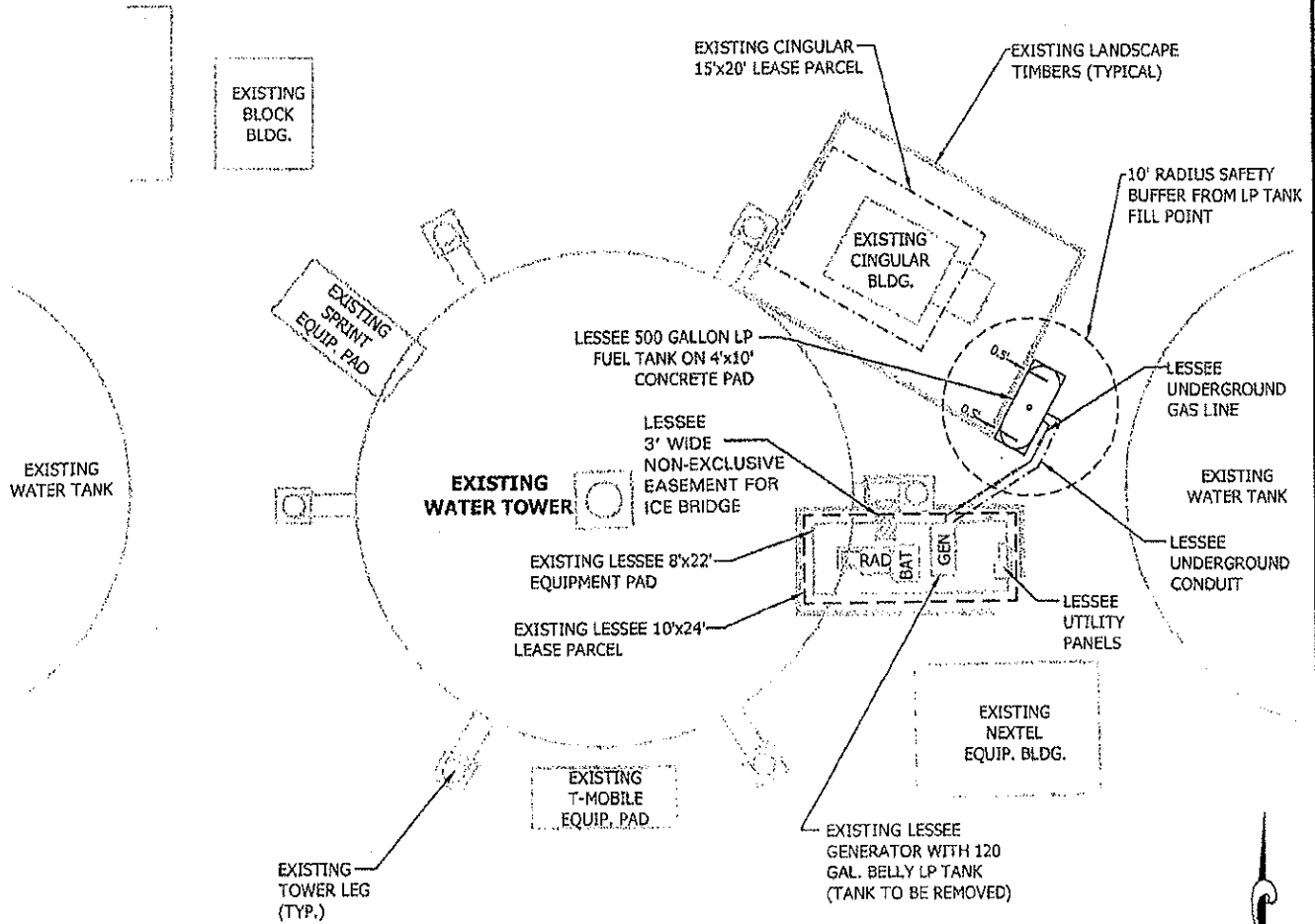
  
WITNESS

  
WITNESS

**EXHIBIT A-2**

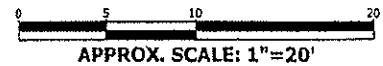
(see attached site plan)

SESSOMS AVE



**NOTE:**  
NO IGNITION SOURCES ARE PRESENT WITHIN  
THE 10' RADIUS SAFETY BUFFER

**SITE PLAN**



**DYNAN GROUP**  
INC.  
CIVIL ENGINEERS AND LAND SURVEYORS  
6250 N.W. 23rd STREET, SUITE 14  
GAINESVILLE, FLORIDA 32653  
PHONE: 352-378-1511  
FAX: 352-378-4679

SITE NAME: CITY OF LAKE WALES WATER TANK  
SITE NUMBER: 82165  
TOWER OWNER: CITY OF LAKE WALES  
OWNER NUMBER:  
SITE ADDRESS: 138 E. SESSOMS AVE.  
LAKE WALES, FL 33859

AFTER RECORDING RETURN TO:

PENNINGTON LAW FIRM, L.L.P.  
P.O. BOX 2844  
COLUMBIA, S.C. 29202

STATE OF FLORIDA                    )  
  )  
COUNTY OF POLK                    )

**MEMORANDUM OF SECOND AMENDMENT  
TO WATER TOWER LEASE AGREEMENT**

This Memorandum of Second Amendment to Water Tower Lease Agreement (the "Memorandum") is made this \_\_\_\_ day of \_\_\_\_\_, 2009, between **THE CITY OF LAKE WALES**, a municipal corporation of the State of Florida, with its principal mailing address of 201 Central Avenue, Lake Wales, Florida 33859, hereinafter "LESSOR", and **VERIZON WIRELESS PERSONAL COMMUNICATIONS LP**, a Delaware limited partnership, d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter "LESSEE".

1. LESSOR and LESSEE entered into a Second Amendment to Water Tower Lease Agreement, dated \_\_\_\_\_, 2009.
2. The purpose of the Second Amendment to Water Tower Lease Agreement ("the Second Amendment") is to amend the Water Tower Lease Agreement, dated May 29, 2002, and as amended March 10, 2009 (collectively, the "Agreement"), to allow LESSEE to relocate its 4' x 10' lease area, as further described on Exhibit A-2 attached hereto.
3. The terms, covenants and provisions of the Second Amendment of which this is a Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written above.

**LESSOR: THE CITY OF LAKE WALES,  
a municipal corporation of the State of  
Florida**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSEE: VERIZON WIRELESS  
PERSONAL COMMUNICATIONS LP  
D/B/A VERIZON WIRELESS**

By: \_\_\_\_\_

Name: Hans F. Leutenegger

Title: Area Vice President Network

Date: 5/21/2009

Catharine Lawson  
WITNESS

[Signature]  
WITNESS

STATE OF FLORIDA     )  
                                  )  
COUNTY OF POLK     )

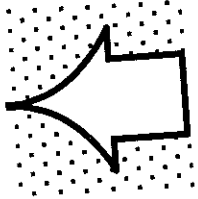
**ACKNOWLEDGEMENT**

Before me, a notary public in and for this State, personally appeared \_\_\_\_\_, as \_\_\_\_\_ of **THE CITY OF LAKE WALES**, a municipal corporation of the State of Florida, personally came before me this day and acknowledged that he executed the foregoing **MEMORANDUM OF SECOND AMENDMENT TO WATER TOWER LEASE AGREEMENT** as his own act and deed on behalf of **THE CITY OF LAKE WALES**, a municipal corporation of the State of Florida.

WITNESS my hand and official Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_





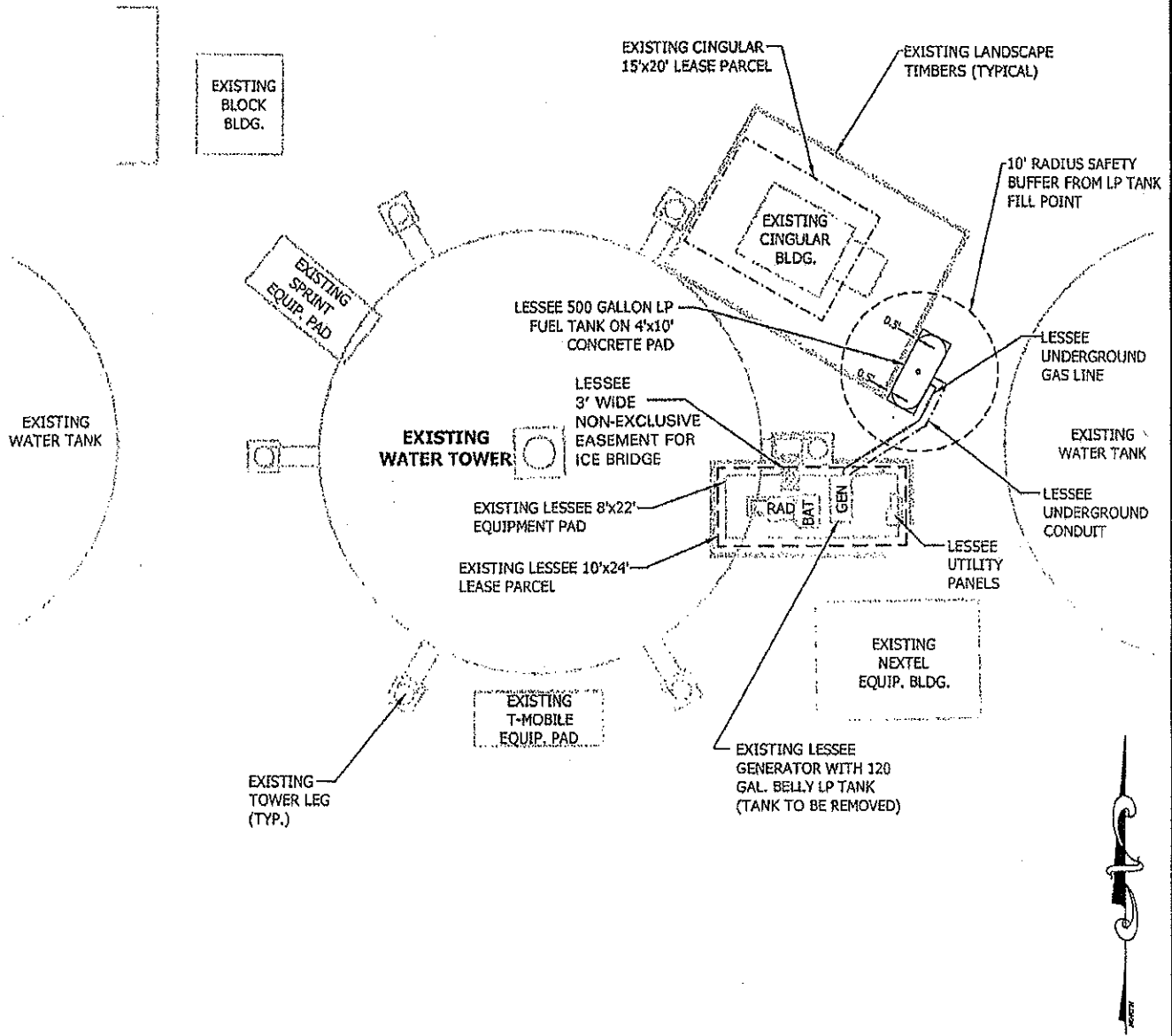
Lessee Site Name: City of Lake Wales Water Tower  
Lessee Site ID: 82165-4  
MRH 4.23.2009

**Exhibit A-2**

(See Attached)

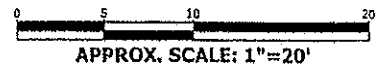


SESSOMS AVE



**NOTE:**  
NO IGNITION SOURCES ARE PRESENT WITHIN  
THE 10' RADIUS SAFETY BUFFER

**SITE PLAN**



**DYNAN GROUP**  
INC.  
CIVIL ENGINEERS AND LAND SURVEYORS  
6250 N.W. 23rd STREET, SUITE 14  
GAINESVILLE, FLORIDA 32653  
PHONE: 352-378-1511  
FAX: 352-378-1679

SITE NAME: CITY OF LAKE WALES WATER TANK  
SITE NUMBER: 82165  
TOWER OWNER: CITY OF LAKE WALES  
OWNER NUMBER:  
SITE ADDRESS: 138 E. SESSOMS AVE.  
LAKE WALES, FL 33859

## MEMORANUM

---

May 29, 2009

**TO:** Honorable Mayor and City Commission

**VIA:** Anthony G. Otte, City Manager<sup>AGO</sup>

**FROM:** Jerry Torrance, Assistant to the City Manager

**RE:** Interlocal Agreement between Polk County and City of Lake Wales regarding E9-1-1 Addressing Services

**SYNOPSIS** Renewal of Interlocal Agreement between the City of Lake Wales and Polk County providing E9-1-1 addressing services for Lake Wales.

### RECOMMENDATION

It is recommended that City Commission approve the renewal of the Interlocal agreement between the City of Lake Wales and Polk County. This agreement provides E911 addressing services at no cost to the City of Lake Wales.

### BACKGROUND

The Polk County E9-1-1 Addressing Office performs structural addressing and roadway naming duties within the municipal boundaries of Lake Wales. The interlocal agreement between the City and Polk County to continue to provide these services is up for renewal.

Since the last agreement signing, the County Attorney has included language to allow the agreements to continue until terminated by one of the parties, which will make this renewal process obsolete in the future.

### OTHER OPTIONS

Do not approve the agreement.

### FISCAL IMPACT

There is no Fiscal Impact

### ATTACHMENTS

Polk County E9-1-1 Addressing Services Interlocal Agreement

**POLK COUNTY E9-1-1 ADDRESSING SERVICES**  
**INTERLOCAL AGREEMENT**

THIS AGREEMENT is made and entered by and between the City of Lake Wales, (hereinafter "City"), and Polk County, Florida, a political subdivision of the State of Florida (hereinafter "County"), who agree as follows:

WHEREAS, pursuant to s163.01, Florida Statutes (2008), local governmental units are permitted to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of Polk County; and

WHEREAS, the County maintains an E9-1-1 system and E9-1-1 Automatic Location Database on behalf of the incorporated and unincorporated Polk County; and

WHEREAS, the E9-1-1 Addressing Office, as part of the Polk County Department of Public Safety, oversees and coordinates the official addressing of the unincorporated County; and

WHEREAS, the parties hereto recognize and agree that it is desirable to enter into this Agreement for the mutual benefit of each party in enhancing the delivery of emergency services;

WHEREAS, this Agreement is for the benefit of the general public so that the possibility of delay in the delivery of emergency services due to incorrect or incomplete addresses can be reduced; and

WHEREAS, the City requested assistance in evaluating and maintaining its municipal addressing system,

NOW THEREFORE, it is agreed by and between the parties hereto that each party agrees to assist the other party pursuant to the following stipulations, provisions, and conditions:

**Section 1. Purpose and intent of agreement**

In order to better serve the citizens of Polk County and avoid the possibility of a delay in the delivery of emergency services due to a lack in uniformity of addressing, the City and the County agree there is a need to establish one point of contact in the assignment of addresses and street names. As the E9-1-1 Addressing Office already maintains addressing information for unincorporated Polk County, it is agreed to be the point of contact.

## Section 2. Duties

- (A) The City hereby agrees to submit the following information to the County E9-1-1 Addressing Office at 1295 Brice Road, Bartow, FL 33830 within 30 days of the effective date of this agreement:
1. A complete and comprehensive set of current City addressing and mapping data, in electronic format if possible;
  2. one copy of all plats, recorded and unrecorded, within the City's possession, with addresses and roadway names annotated thereon, submitted in electronic format when available;
  3. Any additional addressing databases or lists the City owns or has access to, such as utilities service or billing address databases, public works roadways lists or other such lists.
- (B) The E9-1-1 Addressing Office staff will examine the proffered data for accuracy and completeness, and shall identify any problem addresses or inaccuracies.
- (C) The E9-1-1 Addressing Office will perform a readdressing of the incorporated area of the City when necessary. The addresses within City boundaries will be renumbered to include:
1. Renaming of private or public roadways within the City boundaries needed to ensure compliance with the Polk County's Uniform Roadway Address System Ordinance;
  2. Renumbering of all residences, businesses and other currently addressed structures within City boundaries to ensure compliance with the Polk County's Uniform Roadway Address System Ordinance.
- (D) The E9-1-1 Addressing Office will coordinate and oversee all tasks related to updating the E9-1-1 Automatic Location Database, the Master Street Address Guide, and all other necessary tasks required to maintain E9-1-1 emergency location system integrity.
- (E) The E9-1-1 Addressing Office will distribute notices to all affected residents as to any new addresses, with instructions to post and begin using the new addresses.
- (F) At such time that any readdressing within the City is deemed complete, the E9-1-1 Addressing Office will provide the following addressing support, at no cost to the City:
1. One initial set of City maps, with official street names and E9-1-1 addresses noted thereon;
  2. Process all addressing requests, concerns, questions and inquiries from City residents.

3. ongoing addressing and street naming for new development;
  4. ongoing maintenance of mapping and addressing files on the E9-1-1 Addressing Office's E-911 computer system;
  5. Electronic spatial map files for printing of maps by the City on an as-needed basis.
- (G) The City hereby agrees to submit to the E9-1-1 Addressing Office the following information and documentation in support of the ongoing tasks noted in Paragraph (F) above:
1. One copy of the City's municipal ordinance(s) involving annexation and de-annexation of property within ten (10) business days after the City's final, official adoption;
  2. one copy of all proposed or preliminary plats, in electronic format when available, for the purpose of affixing official roadway names thereon;
  3. one copy of all final, approved plats, in electronic format when available, for the purpose of affixing official E9-1-1 addresses thereon;
  4. One copy of any listing of official roadway closings or extensions within ten (10) business days after final, official approval.
- (H) The E9-1-1 Addressing Office will work in cooperation with City Staff and any concerned subcontractors, as well as with the County Property Appraiser, County Public Works, and any other necessary offices, in implementing and maintaining the E9-1-1 addressing system.
- (I) The City and County hereby agree to mutually cooperate in maintaining the flow of communication necessary to properly and effectively institute the E9-1-1 emergency number system throughout the City.

### **Section 3. Financial support of parties**

- (A) E9-1-1 Addressing Office will be responsible for personnel, notification, and equipment costs related to the Agreement.
- (B) All liability for injury to personnel and for loss or damage of equipment shall be borne by the party employing such personnel and owning such equipment.
- (C) All costs associated with the operation of equipment and supplies shall be the responsibility of the acting party unless otherwise agreed upon in writing, as between the parties.

### **Section 4. Liabilities and responsibilities of parties**

- (A) Nothing herein shall be construed as a waiver of sovereign immunity under s768.28, Florida Statutes (2008) on the part of either party to this Agreement.
- (B) No party hereto or its respective officers or employees shall assume any liability for the acts, omissions, or negligence of the other party or its respective officers or employees.
- (C) Each party hereto will maintain their own liability insurance and worker's compensation for their employees.
- (D) All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules, and all pensions and relief, disability, worker's compensation, and other benefits which apply to the activity of officers or employees of a party when performing their respective functions within the territorial limits for their respective agencies shall also apply to the same degree and extent to the performance of such functions and duties extraterritorially when accomplished pursuant to this Agreement.

#### **Section 5. Term of agreement**

The term of this Agreement shall begin on the date the last party signs and shall remain in effect until terminated by either party as provided for herein. Either party may terminate this Agreement by giving at least ninety (90) days written notice to the other party. Any notice or correspondence required under this Agreement shall be provided in writing to the other party's addressing authority at the following address:

Polk County E911 Addressing  
Brian Marshall,  
1295 Brice Blvd  
Bartow, FL 33830

City of Lake Wales  
Tony Otte, City Manager  
PO Box 1320  
Lake Wales, FL 33859

#### **Section 6. Severability**

If any part of this Agreement is found unenforceable under applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, but the remainder of this Agreement shall be in full force and effect.

#### **Section 7. Governing Law and Venue**

This Agreement shall be governed and interpreted under the laws of the State of Florida. Each of the parties hereto hereby irrevocably (i) agrees that any suit, action or other legal proceeding against any of them arising with respect to this Agreement shall be brought in the state courts of Polk County, State of Florida, in the 10<sup>th</sup> Judicial Circuit; and (ii) waives

any and all objections any of them might otherwise now or hereafter have to the laying of the venue of any such suit, action or proceeding in any of the courts referred to in this Section hereof or to service of any writ, summons or other legal process in accordance with applicable law.

### **Section 8. Resolution of disputes**

In the event of a dispute or disagreement with regard to the terms of the Agreement that goes unresolved as between the respective addressing authorities, each party agrees to bear its own attorney's fees and costs incurred in connection with any and all administrative or judicial proceedings that may occur.

### **Section 9. Joint Preparation**

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

### **Section 10. Entire Agreement**

The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Agreement is executed.

### **Section 11. Headings**

The captions and headings contained in this Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

### **Section 12. Integration**

Parties agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the parties pertaining to its subject matter.

### **Section 13. Waiver**

Failure of the parties to enforce any right hereunder shall not be deemed a waiver of such right. No covenant, condition, or provision of this Agreement can be waived except with both parties written consent. Any such waiver by the parties in one instance shall

not constitute a waiver of subsequent default, unless it specifically states in the written consent.

IN WITNESS WHEREOF, the parties have set their hands and seal below:

**BOARD OF COUNTY COMMISSIONERS  
POLK COUNTY, FLORIDA**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chairperson

ATTEST: Approved as to form and legal sufficiency

By: \_\_\_\_\_  
Deputy Clerk Polk County Attorney's Office

**CITY OF LAKE WALES, FLORIDA**

By: \_\_\_\_\_ Date: \_\_\_\_\_

ATTEST: Approved as to form and legal sufficiency

By: \_\_\_\_\_  
Approved as to form and legal sufficiency City Attorney



## MEMORANDUM

---

May 29, 2009

**TO:** Honorable Mayor and City Commission  
**VIA:** Anthony G. Otte, City Manager<sup>AGO</sup>  
**FROM:** Jennifer Nanek, Grants Administrator/Administrative Assistant  
**RE:** 4<sup>th</sup> of July Fireworks

### SYNOPSIS

Consideration of bids for 4<sup>th</sup> of July Fireworks from Melrose South Pyrotechnics, Inc. for \$10,000

### RECOMMENDATION

Staff recommends acceptance of the proposal from Melrose South Pyrotechnics, Inc of \$10,000 to conduct the 4<sup>th</sup> of July fireworks on Saturday July 4<sup>th</sup> at 9pm.

### BACKGROUND

The City of Lake Wales budgeted in the 08-09 Fiscal year budget \$10,000 for fireworks on the 4<sup>th</sup> of July. Melrose South Pyrotechnics, Inc was the only company to submit a bid from 4 companies solicited. The show will be approximately 15-20 minutes. This company has provided the fireworks for the City in previous years.

### OTHER OPTIONS

Do not accept the proposal.

### FISCAL IMPACT

Cost of the fireworks is \$10,000

### ATTACHMENTS

Proposal from Melrose South Pyrotechnics, Inc.

MELROSE SOUTH PYROTECHNICS, INC.

4652 Catawba River Road  
Post Office Box 209  
Catawba, SC 29704

T 803.739.5733 800.771.7976  
F 800.775.7976

*Proposing Entity:* Melrose South Pyrotechnics, Inc.

*Name of Project:* City of Lake Wales

*Date of Proposal:* July 4, 2009

*Contact Person:* Jeff Matthews, Event Producer

*Contact Address:* Melrose South Pyrotechnics, Inc.  
P.O. Box 209  
Catawba, SC 29704

*Contact Telephone:* (800) 771-7976

*Contact Facsimile:* (800) 775-7976

*Contact e-mail Address:* [jeff@melrosepyro.com](mailto:jeff@melrosepyro.com)

# *City of Lake Wales, Florida*

**Type of Proposal:**

Traditional Pyro-Production

**Prepared For:**

City of Lake Wales

**Type of Pyrotechnic Effect:**

Low Level through 6" Aerial Shells

**This Proposal Includes:**

**Five Million Dollars Public Liability Insurance**

**Licensed Professional Pyrotechnicians**

**Workers Compensation Insurance**

**All Fireworks Material Necessary to the Production**

**All Firing Equipment Necessary to the Production**

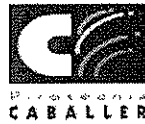
**Proposal Cost:**

\$10,000.00

# Opening Barrage



An Ping



*250 - 2" Fan White Glitter Chrysanthemum w/ Pistil*

*150 - 2.5" Shimmering Colored Dahlia Shells*

*10 - 3" Sparkling Variegated Peony Shells*

*10 - 3" Brilliant Multi-Colored Chrysanthemum Shells*

*10 - 3" Radiant Assorted Palm Tree Shells*

*20 - 3" Silver Comets*


*20 - 3" Titanium Salutes*


*5 - 4" Assorted Pattern Shells*


*5 - 5" Artillery Color Shells*


# *Main Program*

## *3" assorted aerial shells*


25  Yellow Peony w/ Purple Pistil; Red Wave Chrysanthemums; Lemon Peony w/ Blue Pistil; Silver & Red Peony; Green Peony Lemon Pistil; Rosy Grass


20  Green & Purple Peony; Crackling Willow Flower w/ Tail; Yellow Peony; Gold Flitter; Blue to Crackling; Green Peony; Blue Peony; Red Palm w/ Red Tail; Green Strobe Willow & Silver Fish w/ Tail; Silver Peony


25  Red Ring; Brocade Crown; Silver Tiger Tail; Green Comet w/ White Peony; Crackling Comet w/ Report; White Ring; Purple Comet w/ Yellow Peony; Blue Tiger Tail; Red Comet w/ Report; Blue Ring

20  Purple Peony to Crackling Stars; Red Ring w/ Crackling Pistil; White Wave Ring w/ Colorful Chrysanthemum; Green Bees; Blue Ring w/ Brocade Center; Green Peony to Crackling Stars; White Bees

An Ping

20  Red, White & Blue, Blue & Silver Cascade; Red & Twilight Glitter; Violet & Lime Umbrella; Green & Silver Cascade; Multi-Color Peony

20  Mine Yellow Serpentine w/ Report; Mine Green; Mine Multicolor; Mine Titanium Serpentine w/ Screamer; Mine Blue; Mine White; Mine Red Serpentine w/ Report & Whistle; Mine Red

20  Red Strobe; Orange Strobe; Lemon Strobe; Twilight Glitter w/ Green Tips; Magenta Umbrella w/ Lemon Strobe

# *Main Program*

## *4" assorted aerial shells*

15



Blue Chrysanthemum w/ Silver Palm Pistil; Bowtie Green Strobe; White Dahlia; Variegated Stained Glass; Red to Silver Diamond; Silver Strobe Willow; Red to Blue Crackling Tail Peony; Red to Silver Diamond

15



Brocade Crown w/ Strobe Pistil w/ Gold Tail; Silver Crown w/ Strobe Pistil w/ Silver Tail; Yellow to Purple Peony; Red & Crackling Stars; Gold Chrysanthemum w/ Green Pistil; Blue to White Peony; Color Chrysanthemum

15



Blue Peony w/ Brocade Ring; Red to Green Crackling Coconut Tree; Red Peony w/ Cyan Pistil; Purple w/ White Strobe; Dark Red & Silver w/ Tail; Blue Octopus w/ Tail; Red Crossette

15



An Ping

Red Palm w/ Red Tail; Blue Palm w/ Blue Tail; Silver Palm w/ Silver Tail; Green Palm w/ Green Tail; Gold Palm Tree w/ Gold Tail

15



Silver Spangler & Red; 5 Color Chrysanthemum w/ Silver Tail; Silver Double Ring; Red Double Ring; Blue to Silver Peony w/ Silver Tail; Red Wave w/ Silver Tail; Green Coconut w/ Gold Tail; Red Peony w/ Blue Pistil w/ Gold Tail

15

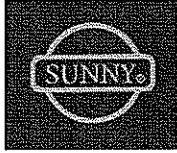


Gold Glitter w/ Green Tips; Green Strobe; Lemon Glittering; Blue to Brocade; Red to Brocade; Multi-Color Pastel Umbrella; Silver Dragons

# *Main Program*

## *5" assorted aerial shells*

10



Red to Silver Crackling Spider; Gold Bowtie w/ Green Dahlia Ring; Fish w/ Silver Tail; Yellow Dahlia w/ Yellow Tail; Silver Strobe Willow w/ Silver Tail; Gold Brocade Kamuro w/ Tail; Thousand Red Chrysanthemum; Kamuro; Multi-Color Flying Stars

10



Silver Crown; Red Bees; Blue Bees; Silver Bees; Red Five Point Star w/ Silver Wave Ring; Purple Peony; Red to Yellow to Purple Peony; Blue Chrysanthemum; Yellow Chrysanthemum; Glittering Silver to Purple Chrysanthemum; White Strobe Chrysanthemum w/ Purple Pistil; Blue Peony w/ Yellow Pistil; Gold Wave Red to Blue w/ Gold Tail; Blue to Silver Peony w/ Silver Tail

10



Yellow Peony w/ Red Pistil & Silver Tail; 5 Color Chrysanthemum w/ Silver Tail; Red Peony w/ Blue Pistil & Silver Tail; Sunflower w/ Rising Jets; Brocade Crown to Green w/ Gold Tail; Poinsettia; Color Changing Saturn; Crackling Palm Tree w/ Crackling Tail; Red Dahlia w/ Red Tail; Blue Dahlia w/ Blue Tail; Lemon Dahlia w/ Lemon Tail; Purple Dahlia w/ Purple Tail

10



Mine Gold Willow to Variegated w/ Report; Mine Rainbow w/ Reports; Mine Whistles w/ Reports; Mine Screammers w/ Reports

10



Glittering Gold Umbrella w/ Red Tips; Orange Glittering, Gold Willow to White; Far Faller w/ Green Strobe; Purple & Lemon Crossette Rings w/ Far Fall

# *Main Program*

## *6" assorted aerial shells*

10



Red Gamboge to Silver Strobe w/ Silver Tail; Gold Glitter Crossette; Blue Crossette; Gun Fighting; Silver Crossette w/ Crossette Mine; Variegated to Strobe Willow; Green to Diamond Rain; Silver Crackling Spider w/ Crackling Pistil; Crossette Red Palm

5



Red Lantern Parachute; Silver Whirl Flower; Strobe to Report w/ Red Ring; White Lantern Parachute; Blue Peony w/ Palm Tree Pistil; Red to Silver Crown; Green Chrysanthemum; Red to Yellow to Blue to Green Peony; Purple Peony; Lemon Peony w/ Silver Tail

10



Green to Silver to Purple; Color Changing Saturn; Thousand Blooming Flower; Brocade Crown to Purple w/ Gold Tail; Kamuro to White Tips; 5 Color Chrysanthemum w/ Silver Tail; Kamuro w/ Thousand Blooming Flower; Spanish Gold Glitter Crossette

5



An Ping

Cluster of Stars; Red Splendid Flower; Gold Willow w/ Silver Glitter; Red Crackling Willow; Blue Crackling Willow; Gold Brocade Kamuro to Silver w/ Silver Tail; Gold Flitter w/ Purple Pistil w/ Gold Tail

10



Brocade Crown w/Red Strobe Pistil; Golden Kamuro to Purple; Green Strobe Willow; Variegated Strobe; Yellow Octopus Chrysanthemum to Crossette Shells



# *Mid Show Barrage Segments*



The following is a list of "Mid Show" barrage segments, of which 3 will be incorporated into the program during the design stage.

100 Shot Fan-Crackling Crossettes w/ Red & Blue Mines

**200 Shot Fan Finale Silver Comet Tail to Titanium Salute**

150 Shot 1" Meander in Cloudland

250 Shot 2" Assorted Peonys w/ Silver Tails

36 Shot 2 1/2" Red Tail to Multi-Palm

36 Shot 2 1/2" Dragon Eggs w/ Tails

135 Shot 1" Fan White Glitter Chrysanthemum w/ Pistil

**250 Shot 1" Fan-Z Peachblow & Lemon Tail**

200 Shot 3/4" Fan White American Thunder w/ Salutes

120 Shot 1" Fan-Z Green Falling Leaves & Silver

135 Shot 1" Fan-Z Dragon Egg w/ Palm Tree

600 Shot 1/2" Fan the Wings

130 Shot Fan Brocade Bouquets

130 Shot Fan Glitter Red & Blue Bouquets

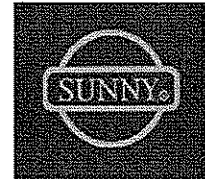
280 Shot Fan 3-Times Whistle & Titanium Salute

**600 Shot 1/2" Silver Swallow**

250 Shot 7/8" Brocade Crown

# Special Effects

PANZERA s.a.s.



The following is a list of “Special Effects” items, of which 4 will be incorporated into the program during the design stage.

- |   |  |
|---|--|
| 9 – 1 ½” Blue Comet Candle Barrage                      | 100 Shot Whistle Dragons                                 |
| 9 – 1 ½” Red Comet Candle Barrage                       | 100 Shot Fan-Z Dragon Egg to Dahlia                      |
| 9 – 1 ½” Silver Comet Candle Barrage                    | 100 Shot Multi-Color Glittering                          |
| 9 – 1 ½” Gold Crackling Candle Barrage                  | 100 Shot Blue Tail to Golden Glitter Crown w/ Tails      |
| <b>6 – 2” Multi-Cross Color with Blink Tail</b>         | 100 Shot 1 ½” Fan Crackling Crossette w/ Red & Blue Mine |
| 6 – 2” Purple Color Crossette                           | 100 Shot 1 ½” Green Fish & Purple Crossette              |
| <b>3 – 13 Shot Red Tail w/ C Shaped Fan Row</b>         | 100 Shot Red Blinking in Fan Shape                       |
| 3 – 13 Shot C Silver Wave Tail w/Red Mine Fan Row       | 120 Shot Fan Z-Shaped Red, White, Blue Peony             |
| 3 – 13 Shot Fan Silver Wave Tail w/Red Mine Fan Row     | 130 Shot Fan Glittering Red & Blue Bouquet               |
| <b>3 – 13 Shot Crackling Mine Fan Row</b>               | 130 Shot Fan Brocade Bouquet                             |
| 3 – 15 Shot Meander in Cloudland Fan Row                | 135 Shot Fan Glitter Chrysanthemum w/ Palm Pistil        |
| <b>10 Pcs Red or White Strobing Illuminated Horizon</b> | 150 Shot Mixed Peony                                     |
| 10 Pcs 30,000 Candle Power Red Illuminated Horizon      | 182 Shot Lemon & Purple Crossette                        |
| 36 – 2 ½” Red Tail to Multi-Color Palms                 | 200 Shot Fan with American Thunder                       |
| 36 – 2 ½” Silver Glitter                                | 210 Shot “X” Red & Blue to Silver Crossette              |
| 36 – 2 ½” Dragon Eggs with Tails                        | 280 Shot Fan 3 Times Whistle & Tit Salute                |
| 36 – 2 ½” Color & Salute w/ Silver Tails                | 300 Shot Red and Green Crossettes in Double S Shape      |
| 49 Shot Assorted Magenta Colors                         | 600 Shot Silver Swallows                                 |
| 49 Shot 1 ½” Quick Crackling Crossettes                 | 600 Shot Fan Color to Crackling                          |

# Grand Finale



An Ping



*200 – 2 ½” American Thunder Salute Shells*

*180 – 2” Silver Comets with Screamer Shells*

*20 – 3” Shimmering Colored Peony Shells*

*20 – 3” Sparkling Variegated Dahlia Shells*

*20 – 3” Brilliant Multi-Colored Chrysanthemum Shells*

*20 – 3” Radiant Assorted Palm Tree Shells*

*20 – 3” Assorted Color Star Shells*

*20 – 3” Golden Waterfall Shells*

*20 – 3” Brocade Crown Shells*

*40 – 3” Salutes*

*40 – 3” Salutes with Silver Splatter*

*40 – 3” Salutes with Silver Splatter and Rising Comets*

# *Grand Finale Continued*



An Ping



*5 – 4” Silver Crossette Shells*

*5 – 4” Palm Tree Shells*

*5 – 4” Assorted Peony Shells*

*5 – 4” Falling Leaf Shells*

*5 – 5” Artillery Titanium Shells*

*5 – 5” Golden Willow Shells*

*3 – 6” Silver Kamuro Shells*

*2 – 6” Golden Wave Shells*