

# LEASE AGREEMENT

THIS LEASE AGREEMENT, made the \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between the CITY OF PINELLAS PARK, FLORIDA, a municipal corporation, hereinafter called "City", and Derek Twardowski, hereinafter referred to as "Tenant". ("City" and "Tenant" are hereinafter collectively referred to as "Parties"). The Parties acknowledge and bear witness that:

## WITNESSETH:

WHEREAS, the City is the owner of certain property located at Mayor's Park at Freedom Lake, 9990 46<sup>th</sup> Street North, Pinellas Park, hereinafter referred to as the "Park Property"; and

WHEREAS, the Tenant is currently an active full-time employee of the City of Pinellas Park; and

WHEREAS, the Tenant wishes to reside on the Park Property in the Tenant's mobile home and the City believes that this may provide a deterrent to vandalism and other criminal activity on the Park Property;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, receipt of which is hereby acknowledged by the Parties, it is hereby agreed by and between the Parties as follows:

1. The Tenant shall be allowed to reside in the existing mobile home and remain on the Park Property during the term of this lease. The Tenant shall not pay any rent to the City for occupancy of the Park Property pursuant to this agreement.
2. The Tenant shall be responsible for the payment of all utilities, including but not limited to water, sewer, garbage service and electrical service to the said mobile home site.
  - a. The Tenant agrees that he will assume all costs and risk for damages in owning and placing the mobile home on the Park Property; the mobile home shall remain located in its existing location on the Park Property.
  - b. The Tenant hereby releases the City, its officials, officers, employees and agents of and from any and all damages to person or property arising out of or resulting from the Tenant's residency upon the Park Property.
  - c. The Tenant recognizes and acknowledges that the mobile home is located on public park property owned by the City of Pinellas Park, and that he would therefore be prohibited from placing certain items on the mobile home site such as political signs, religious signs or symbols, or other items that might be deemed to violate the civil or constitutional rights of the public at large, or be offensive to the decency and public morale of the City or visitors to the park. The Tenant agrees not to place or display any such items on or about the Tenant's mobile home where any such items could be viewed from the exterior of the mobile home, and the Tenant further agrees to remove any such signs, symbols, language or expressions that the City, in its sole discretion,

believes might be offensive or violate the rights of the public at large or common decency.

3. The Tenant agrees that he will provide general security services which he may legally provide to prevent vandalism and other criminal activity within the Park Property. However, he shall not be expected to perform law enforcement activities within the Park Property. The Tenant shall notify the Pinellas Park Police Department for assistance regarding any activity in the Park Property requiring Law Enforcement or Code Enforcement and shall notify the Public Works Parks Supervisor on any issue regarding maintenance in the Park Property.
  - a. The Tenant's responsibilities will include, but not be limited to, the following; opening the gates at sun-up, closing and securing the gates at dusk, securing all restrooms at dusk, cooperating at any City-sponsored event held at the Park Property. The City shall cooperate with the Tenant by notifying the Tenant in advance of any City sponsored or City-allowed events to be held within the park. Said duties may be subject to change and/or amendment from time to time.
  - b. In the event of absence from the Park Property the Tenant shall notify, by written notice, the Pinellas Park Police Department and the Public Works Parks Supervisor prior to a vacation or leave from the Property.
4. The Parties agree that the Tenant is a representative of the City and, as such, shall maintain a high standard of conduct when interacting with others and shall not permit any City code violations to occur upon the leased premise. The parties further agree that the Tenant, in Tenant's capacity as a tenant on the premise, is not an employee, agent, or independent contractor of the City, but shall only occupy the herein described Park Property pursuant to the terms thereof.
5. The Tenant agrees to indemnify and hold the City, its officials, officers, employees and agents free and harmless of and from any and all claims or damages whatsoever arising out of or resulting from any injuries, damages or action, including a reasonable attorney's fee, taken by him pursuant to this Agreement.
6. The period of this Agreement shall be for a period of one (1) year, with such initial term to commence on the 1<sup>st</sup> day of February, 2025 and, unless otherwise terminated as herein provided, to end on the 31<sup>st</sup> day of January, 2026. This Agreement may be canceled at anytime during the period of this Agreement by either party upon sixty (60) days written notice to the other party. Written notice under this paragraph shall be delivered to the City, Attention: Bart Diebold, City Manager, at 5141 78<sup>th</sup> Avenue North, and to the Tenant, Derek Twardowski, at Mayors Park at Freedom Lake, 9990 46<sup>th</sup> Street North, Pinellas Park, FL 33781. In the event that this Agreement is cancelled, the Tenant agrees to remove Tenant's mobile home unit and all of Tenant's personal property from the Park Property within the sixty (60) day period, at Tenant's own expense. The Tenant also agrees to apply for any necessary permits including but not limited to Duke Energy power pole removal, utility abandonment permits, and mobile home relocation permits. The Tenant will follow all Florida Department of Highway Safety and Motor Vehicles mandatory requirements related to the mobile home relocation.

- 7. This Agreement shall not be modified except in writing signed by both Parties.
- 8. This Agreement shall be binding upon the Parties, their heirs, successors, assigns, and legal representatives.
- 9. The Tenant must be employed by the City in order for this lease to remain valid. If the Tenant's employment is terminated for any reason, the property must be vacated.

IN WITNESS THEREOF, the Parties have executed this Agreement on the day and year first above written.

\_\_\_\_\_  
Witness

TENANT

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Derek Twardowski

ATTEST:

CITY OF PINELLAS PARK, FL

By: \_\_\_\_\_  
Jennifer Carfagno, City Clerk, MMC

By: \_\_\_\_\_  
Bart Diebold, City Manager

Approved as to form and correctness:

By: \_\_\_\_\_  
James W. Denhardt, City Attorney  
City of Pinellas Park



CITY HALL - P.O.Box 1100  
PINELLAS PARK, FL 33780-1100

**Please Respond To:**

James W. Denhardt  
City Attorney  
Law Offices of James W. Denhardt  
2700 First Avenue North  
St. Petersburg, Florida 33713  
(727) 327-3400 - Telephone

December 5, 2024

Ms. Elizabeth St. Pierre  
Economic Development Coordinator  
City of Pinellas Park  
P. O. Box 1100  
Pinellas Park, Florida 33780-1100

**RE: City Document #24-328**  
**Lease Agreement - 9990 46<sup>th</sup> Street North**

Dear Ms. St. Pierre:

We have received and reviewed the proposed Mayor's Park at Freedom Lake Lease Agreement, and after my telephone conference with Derek Reeves seeking clarification of the ownership of the mobile home, would approve of the proposed Lease, as to form and correctness.

Very truly yours,

James W. Denhardt  
City Attorney

cc: Bart Diebold, City Manager  
Jennifer Carfagno, MMC, City Clerk  
Dan Hubbard, Asst. City Manager  
Nick Colonna, Community Development Administrator  
Aaron Petersen, Asst. Community Development Administrator  
Erica Lindquist, Planning & Development Services Director

JWD/dh

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