



City of Pinellas Park

City Council

Agenda

Thursday, February 9, 2017

7:30 PM

City Council Chambers

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

I. DECLARATIONS, PROCLAMATIONS AND PRESENTATIONS

PROCLAMATION

PUBLIC COMMENT AND CORRESPONDENCE

CITIZENS COMMENTS ARE INVITED ON ITEMS OR CONCERNS NOT ALREADY SCHEDULED ON TONIGHT'S AGENDA. PLEASE LIMIT COMMENTS TO THREE MINUTES.

AT THIS TIME STAFF MEMBERS AND CITIZENS WILL BE SWORN IN IF THERE ARE ITEMS THAT ARE QUASI-JUDICIAL

II. APPROVAL OF MINUTES

Approval of Regular Council Minutes of January 26, 2017, as on file in the City Clerk's office.

III. PUBLIC HEARINGS

P1 ORDINANCE NO. 4006. ANNEXING INTO THE CITY OF PINELLAS PARK A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 6048 110TH AVENUE NORTH (AMERICAN HOUSING BUILDERS II, INC. AX17-1)

PUBLIC HEARING SECOND AND FINAL READING

(Speaker - Shannon Coughlin, Economic Development Manager)

NOTE: This is a voluntary annexation of 0.28 acres MOL of contiguous residential property located at 6048 110th Avenue North. The property is currently vacant.

C2 on 1/26/17 Council agenda.

ACTION: (Pass - Deny) Ordinance No. 4006.

Department: Community Development

Reference Material: [AX17-1 Ordinance, Petition, Map, Attorney letter](#)

IV. CONSENT AGENDA

C1 NOMINATION OF COUNCILWOMAN JOHNSON TO THE BOARD OF TRUSTEES FOR THE FLORIDA MUNICIPAL INSURANCE TRUST

NOTE: The Florida Municipal Insurance Trust (FMIT) is a pooled self-insurance program whose membership consists of local government entities. The FMIT's Board of Trustees oversees the FMIT's operations.

ACTION: (Approve - Deny) The nomination of Councilwoman Johnson to the Board of Trustees to the Florida Municipal Insurance Trust.

Department: City Clerk

Reference Material: [Nomination FMIT Johnson](#)

C2 ORDINANCE NO. 4010. AN ORDINANCE OF THE CITY OF PINELLAS PARK, FLORIDA, AMENDING THE LAND USE PLAN MAP FOR THE CITY OF PINELLAS PARK BY PROVIDING FOR A CHANGE IN THE LAND USE FROM INSTITUTIONAL (I) TO COMMERCIAL GENERAL (CG) FOR A CERTAIN PARCEL OF LAND GENERALLY LOCATED at 7651 U.S. HIGHWAY 19 AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", WHICH IS ATTACHED HERETO AND MADE A PART THEREOF; CERTIFYING CONSISTENCY WITH THE CITY'S ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. (LUPA 2017-1, Crown Automotive)

**FIRST READING PRIOR TO PUBLIC HEARING
(FINAL PUBLIC HEARING - tentatively May 11, 2017)**

NOTE: The applicant is requesting consideration of a proposed amendment to the Comprehensive Land Use Plan Map from Institutional (I) to Commercial General (CG), or a land use designation of lesser intensity as identified in the City's adopted Comprehensive Plan for a parcel of land totaling 1.7 acres generally located at 7651 US Highway 19. A companion rezoning from "P" Public to "B-1" General Commercial is requested under a separate agenda item. The applicant is proposing an expansion to the existing auto dealership to the north onto this parcel. Subject to any matters that may be discussed at the hearing, staff has not identified any inconsistencies with the Comprehensive Plan. The proposal should have no adverse effect on adopted levels of service for City infrastructure. Surrounding land uses are: to the north, south, east, and west, Community Redevelopment District (CRD). At their meeting of January 5, 2017, the Planning and Zoning Commission recommended approval of the amendment.

ACTION: (Pass - Deny) Ordinance No. 4010.

Department: Community Development

Reference Material: [LUPA 2017-1 ordinance, atty letter, minutes from 1.5.17, staff report, app, aerial](#)

- C3 **ORDINANCE NO. 4011. AN ORDINANCE OF THE CITY OF PINELLAS PARK, FLORIDA, AMENDING CHAPTER 18, SECTION 18-1501.5, LAND DEVELOPMENT CODE OF THE CITY OF PINELLAS PARK CODE OF ORDINANCES AND CITY ZONING MAP BY REZONING A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 7651 U.S. HIGHWAY 19 AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF; FROM "P" PUBLIC DISTRICT TO "B-1" GENERAL COMMERCIAL DISTRICT; CERTIFYING CONSISTENCY WITH CITY'S ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. (Z 2017-1)**

FIRST READING PRIOR TO PUBLIC HEARING

(Public Hearing, tentatively May 11, 2017 - QUASI- JUDICIAL)

NOTE: The applicant is requesting consideration to rezone a parcel of land generally located at 7651 US Highway 19 from "P" Public to "B-1" General Commercial or a zoning classification of a lesser intensity as identified by Chapter 18, Land Development Code, of the City of Pinellas Park. The surrounding land uses consist of: to the north, Crown Honda auto dealership; to the south, Pine Ridge Mobile Home Park; to the east, single family dwellings (Ganbridge Hub Sub); and to the west, US Hwy 19, Bob Evans restaurant, HomeBanc. Subject to any matters that may be discussed at the hearing, staff has not identified any inconsistencies with the Comprehensive Plan and approval of the request should not unduly burden adopted levels of service for City infrastructure. The Planning and Zoning Commission recommended APPROVAL at its hearing on January 5, 2016.

ACTION: (Pass - Deny) Ordinance No. 4011.

Department: Community Development

Reference Material: [Z 2017-1 ordinance, atty letter, minutes from 1.5.17, staff report, app, aerial](#)

- C4 **AUTHORIZATION FOR THE CITY MANAGER TO SIGN A DISTRIBUTION EASEMENT AGREEMENT WITH DUKE ENERGY FLORIDA, INC., D.B.A. DUKE ENERGY ON CITY-OWNED PROPERTY - Freedom Lake Park**

NOTE: Duke Energy Florida, Inc., d.b.a. Duke Energy has requested a ten (10) foot Distribution Easement from the City to accommodate their proposed utility equipment and for the future maintenance and operation of said equipment on City-owned property.

ACTION: (Approve - Deny) Authorization for the City Manager to sign a ten (10) foot Distribution Easement with Duke Energy Florida, Inc., d.b.a. Duke Energy on City-owned property.

Department: Community Development

Reference Material: [Duke Energy-Freedom Lake Park Distribution Easement, Map, Attorney Letter](#)

C5 AUTHORIZATION FOR MAYOR TO SIGN THE FISCAL YEAR 2017 - 2018 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION FOR PUBLIC INFRASTRUCTURE

NOTE: The Pinellas County Planning Department issued its Notice of Funding Availability (NOFA) for the Community Development Block Grant (CDBG) program on January 13th, 2017. Applications will be accepted until Friday, February 17th, 2017. The City will seek funding to complete the Orchid Lake Neighborhood Improvements project within the Community Redevelopment Area. The proposed project is located between 68th and 70th Avenues and between 49th and 50th Streets. A retention pond at the project site is owned by Pinellas County and provides storm water attenuation for the 49th Street (CR611) roadway corridor.

Project enhancements will provide for beautification of the pond perimeter to create a landscaped buffer between the commercial properties to the east and residential properties to the west. The scope of work will include installing new concrete sidewalk and ADA accessible ramps, fencing, and sod around the pond's perimeter. Paved parking areas will be installed to limit vehicle parking to designated areas; and extensive landscaping will be planted to create a buffer area between the non-compatible zoning districts.

The City will request \$100,000 in CDBG funding. As these funds require a 50% match, this project will be included as an item in the FY 2017 - 2018 Capital Improvement Program.

ACTION: (Approve - Deny) Authorization for the Mayor to sign the FY 2017 - 2018 Community Development Block Grant application for public infrastructure.

Department: Community Development

Reference Material: [17-041 Backup - Orchid Lake Neighborhood Improvements](#)

C6 AUTHORIZATION FOR MAYOR TO SIGN A COOPERATIVE FUNDING AGREEMENT WITH THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT - Implementation of Stormwater Improvements at England Brothers Park

NOTE: The City of Pinellas Park proposed a project under the Southwest Florida Water Management District's Cooperative Funding Program and has been awarded \$384,062 in matching funds for the construction of Low Impact Development (LID) stormwater Best Management Practices (BMPs) to reduce pollutant loads to Channel 1. BMPs will be

implemented within the limits of England Brothers Park. The Southwest Florida Water Management District's Cooperative Funding Agreement number is 17CF0000405 with an expiration date of 06/30/2018. This project is included in the City's Capital Improvement Program for FY 2016/17.

ACTION: (Approve - Deny) Authorization for the Mayor to sign the Southwest Florida Water Management District Cooperative Funding Agreement - Project No. N760.

Department: Community Development

Reference Material: [17-050 Backup - SWFWMD Agreement](#)

C7 AUTHORIZATION FOR MAYOR TO SIGN AGREEMENT BETWEEN THE CITY OF PINELLAS PARK AND THE PINELLAS COUNTY HOMELESS LEADERSHIP BOARD, INC.

NOTE: The Pinellas County Homeless Leadership Board, Inc. is the administrative agency for the Pinellas County Homeless Leadership Network. The City of Pinellas Park has budgeted \$58,655 to contribute to the administrative costs of the agency during FY 2016-2017, renewing support initially granted in FY 2006-2007. The proposed Agreement establishes the terms and conditions of this funding and the authorized purposes of the funding.

ACTION: (Approve - Deny) Authorization for the Mayor to sign an Agreement between the City of Pinellas Park and the Pinellas County Homeless Leadership Board, Inc. for FY 2016-2017, providing for a grant amount of \$58,655.00 and establishing terms and conditions for such grant.

Department: Library and Cultural Affairs

Reference Material: [Agreement; Attachment A HLB annual budget FY 16-17; attorney letter](#)

C8 RESIGNATION FROM CODE ENFORCEMENT BOARD - James Knowlton

NOTE: Mr. James Knowlton submitted his letter of resignation from the Code Enforcement Board effective January 3, 2017. Mr. Knowlton has served on the Code Enforcement Board since August 8, 2013 with the term to expire December 31, 2017.

ACTION: (Accept - Deny) With regret, the resignation of James Knowlton from the Code Enforcement Board, effective January 3, 2017.

Department: Neighborhood Services

Reference Material: [CEB Knowlton Resignation](#)

C9 RECEIPT OF RESIGNATION OF EQUESTRIAN BOARD MEMBER - Kathy Zach

NOTE: Kathy Zach has submitted her letter of resignation from the Equestrian Board effective immediately. Kathy Zach has served as a member of the board since June 10, 2010. She has been an active participant on the Board and her dedication will be missed greatly.

ACTION: (Approve - Deny) Resignation of Kathy Zach from the Equestrian Board with deep regret effective immediately.

Department: Public Works

Reference Material: [Kathy Zach Resignation Letter](#)

V. REGULAR AGENDA

NONE

VI. COMMENTS BY COUNCIL MEMBERS AND QUESTIONS – COUNCIL TO COUNCIL

VII. ADJOURNMENT

PLEASE NOTE that if a person decides to appeal any decision made by City Council with respect to any matter considered at the above-cited meeting, the person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City maintains a digital recording of all public hearings. In the event that you wish to appeal a decision, the digital recording may or may not adequately insure a verbatim record of the proceedings; therefore, you may wish to provide a court reporter at your own expense (Section 286.0105, Florida Statutes).

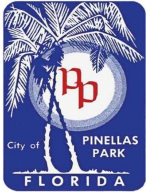
FOR THE HEARING IMPAIRED — An interpreter for the hearing impaired will be made available upon requests made at least 72 hours in advance.

FEBRUARY

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12 Lincoln's Birthday	13	14 St. Valentine's Day	15	16	17	18 9:00 AM UPP Orientation																																																																																				
19	20 Washington's Birthday (obsvd) Presidents' Day	21 Organ Concert City Auditorium 7:00 PM CRA 7:30 PM Council Workshop	22 6:00 PM UPP Program	23 7:00 PM Agenda Session 7:30 PM Council Meeting	24	25 Fourth Saturday Art Walk																																																																																				
26 Annular Eclipse of the Sun	27 (Eastern Orthodox) Great Lent Begins	28 Chinese New Year Shrove Tuesday			<div>JANUARY</div> <table><tr><th>S</th><th>M</th><th>T</th><th>W</th><th>T</th><th>F</th><th>S</th></tr><tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td></tr><tr><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td></tr><tr><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td></tr><tr><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td></tr><tr><td>29</td><td>30</td><td>31</td><td></td><td></td><td></td><td></td></tr></table>	S	M	T	W	T	F	S	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31					<div>MARCH</div> <table><tr><th>S</th><th>M</th><th>T</th><th>W</th><th>T</th><th>F</th><th>S</th></tr><tr><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td></tr><tr><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td></tr><tr><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td></tr><tr><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td></tr><tr><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td><td></td></tr></table>	S	M	T	W	T	F	S				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
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MARCH

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5 <div>Orchestra Concert Performing Arts Center</div>	6	7	8 <div>Pancake Breakfast Senior Center</div> <div>6:00 PM UPP Program</div>	9 <div>7:00 PM Agenda Session</div> <div>7:30 PM Council Meeting</div>	10	11 <div>Pride in the Park Clean-Up</div>
12 <div>Daylight Saving Time Begins</div> <div>Purim</div>	13	14	15 <div>Lent Ends</div> <div>6:00 PM UPP Program</div>	16	17 <div>St. Patrick's Day</div> <div>Fire Fighters/MDA Chili Blaze</div>	18 <div>27th Annual Country In The Park England Brothers Park</div>
19	20 <div>Spring Begins</div>	21 <div>Organ Concert City Auditorium</div> <div>7:00 PM CRA</div> <div>7:30 PM Council Workshop</div>	22 <div>6:00 PM UPP Program</div>	23 <div>7:00 PM Agenda Session</div> <div>7:30 PM Council Meeting</div>	24	25 <div>Fourth Saturday Art Walk</div>
26	27	28	29 <div>6:00 PM UPP Program</div>	30	31	



City of Pinellas Park

Staff Report

File #: 17-024, **Version:** 1

Agenda Date: 1/12/2017

ORDINANCE NO. 4006. ANNEXING INTO THE CITY OF PINELLAS PARK A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 6048 110TH AVENUE NORTH (AMERICAN HOUSING BUILDERS II, INC. AX17-1)

PUBLIC HEARING SECOND AND FINAL READING

(Speaker - Shannon Coughlin, Economic Development Manager)

NOTE: This is a voluntary annexation of 0.28 acres MOL of contiguous residential property located at 6048 110th Avenue North. The property is currently vacant.

C2 on 1/26/17 Council agenda.

ACTION: (Pass - Deny) Ordinance No. 4006.

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PINELLAS PARK, FLORIDA, ANNEXING THE PARCEL OF LAND GENERALLY LOCATED AT 6048 110TH AVENUE, LEGALLY DESCRIBED AS ATTACHED HERETO IN EXHIBIT "A" AND MADE A PART HEREOF, LYING WITHIN SECTION 17, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; PROVIDING FOR AMENDMENT OF THE LEGAL DESCRIPTION OF THE CORPORATE BOUNDARIES OF THE CITY OF PINELLAS PARK, FLORIDA; PROVIDING FOR THE ASSIGNMENT OF CITY ZONING CLASSIFICATION; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES CONFLICTING HERewith; PROVIDING FOR AN EFFECTIVE DATE.

(AMERICAN HOUSING BUILDERS II, INC. AX17-1)

WHEREAS, the Owner of a certain parcel of land lying in an unincorporated area of Pinellas County, Florida, and contiguous to the City of Pinellas Park have petitioned City Council requesting that said land be annexed into the City of Pinellas Park, Florida; and

WHEREAS, all requirements of Florida Statutes, Chapter 171, pertaining to the voluntary annexation have been complied with.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA, AS FOLLOWS:

SECTION ONE: That the land lying in an unincorporated area of Pinellas County, Florida, and contiguous to the City of Pinellas Park, generally located at 6048 110th Avenue, and legally described as attached hereto in Exhibit "A" and made a part hereof, lying within Section 17, Township 30 South, Range 16 East, Pinellas County, Florida, is hereby annexed into the City of Pinellas Park.

SECTION TWO: That the legal description of the corporate boundaries of the City of Pinellas Park, Florida, is hereby amended to include the land herein annexed. The legal description of the City of Pinellas Park, Florida, contained in the City Charter, and all official City maps and other official documents shall be amended accordingly.

SECTION THREE: That the land herein annexed shall be assigned the City zoning classification of T-1 which is the closest compatible to the County R-6 zoning on the subject parcel at the time of annexation.

SECTION FOUR: That the City Zoning Map is hereby amended to conform to the provisions of this Ordinance.

SECTION FIVE: That all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance be, and they are hereby, repealed insofar as the same affects this Ordinance.

SECTION SIX: That this Ordinance shall become effective immediately upon its final passage and adoption.

FIRST READING	_____	DAY OF _____, 2017
PUBLISHED MAP & TITLE	_____	DAY OF _____, 2017
PUBLISHED MAP ONLY	_____	DAY OF _____, 2017
PUBLIC HEARING	_____	DAY OF _____, 2017
PASSED THIS	_____	DAY OF _____, 2017

AYES:
NAYS:
ABSENT:
ABSTAIN:

APPROVED THIS _____ DAY OF _____, 2017

ATTEST:

SANDRA L. BRADBURY, MAYOR

DIANE M. CORNA, MMC, CITY CLERK

ANNEXATION ORDINANCE LEGAL

American Housing Builders II, Inc.
Parcel: 17/30/16/33403/000/0950
Located at 6048 110th Avenue

LOTS 95&96, GREENTREE MANOR 3rd ADDITION, AS RECORDED IN PLAT BOOK 68, PAGE 96, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF LOT 96, GREENTREE MANOR 3rd ADDITION, FURTHER DESCRIBED ABOVE, SAID POINT BEING THE POINT OF BEGINNING, RUN NORTH 00°17'07" EAST 102.05' TO THE SOUTH RIGHT OF WAY LINE OF 110th AVENUE NORTH; THENCE NORTH 89°28'30" WEST ALONG SAID RIGHT OF WAY LINE 120.00'; THENCE LEAVING SAID RIGHT OF WAY LINE, RUN SOUTH 00°17'07" WEST 102.47'; THENCE SOUTH 89°41'01" EAST 120.00' TO THE POINT OF BEGINNING.

A PARCEL CONTAINING 0.28 ACRES M.O.L.

PETITION FOR ANNEXATION TO THE CITY OF PINELLAS PARK, FLORIDA

The undersigned, being the sole OWNER (*"OWNER" is used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders, as context requires*) of the following described real property located within Pinellas County, Florida, hereby consents and agrees to annexation of such property by the City of Pinellas Park, Florida, and further requests the City of Pinellas Park to forthwith undertake annexation proceedings to annex the said real property:

PARCEL: 17/30/16/33403/000/0950
(Located at 6048 110th Avenue)

LOTS 95&96, GREENTREE MANOR 3rd ADDITION, AS RECORDED IN PLAT BOOK 68, PAGE 96, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF LOT 96, GREENTREE MANOR 3rd ADDITION, FURTHER DESCRIBED ABOVE, SAID POINT BEING THE POINT OF BEGINNING, RUN NORTH 00°17'07" EAST 102.05' TO THE SOUTH RIGHT OF WAY LINE OF 110th AVENUE NORTH; THENCE NORTH 89°28'30" WEST ALONG SAID RIGHT OF WAY LINE 120.00'; THENCE LEAVING SAID RIGHT OF WAY LINE, RUN SOUTH 00°17'07" WEST 102.47'; THENCE SOUTH 89°41'01" EAST 120.00' TO THE POINT OF BEGINNING.

Containing 0.28 acres MOL

The names and addresses of the undersigned representing all of the legal owners of the above-described property are as follows:

American Housing Builders II, Inc.
Walter W. McKenzie, President
7195 66th Street North
Pinellas Park, FL 33781

PRESIDENT'S SIGNATURE:



 Witness



Walter W. McKenzie, American Housing Builders II, Inc., President



 Witness



17/30/16/33403/000/0950
6048 110th Avenue

AX17-1

City of
PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100
PINELLAS PARK, FL 33780-1100

Please Respond To:

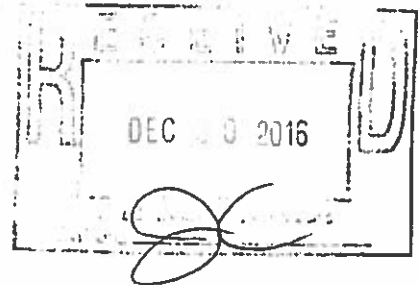
James W. Denhardt, City Attorney
Law Offices of James W. Denhardt
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 • Telephone
(727) 323-0888 • Facsimile



FLORIDA

PHONE • (727) 541-0700
FAX • (727) 544-7448
SUNCOM • 989-1011

December 29, 2016



Ms. Amanda Conle
Community Development Division
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #16-274
Annexation Ordinance AX17-1, American Housing Builders II, Inc.

Dear Ms. Conte:

I have received and reviewed the above-referenced annexation ordinance. Assuming that the correct legal description is inserted in Exhibit A, and that the property is owned in the legal name of the Petitioner, I would otherwise approve of the ordinance as to form and correctness.

Very truly yours,

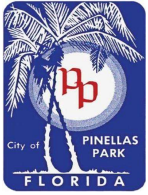
Lauren C. Rubenstein
Assistant City Attorney

cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Assistant City Manager

LCR/dh



PRINTED ON RECYCLED PAPER



City of Pinellas Park

Staff Report

File #: 17-049, **Version:** 1

Agenda Date: 2/9/2017

NOMINATION OF COUNCILWOMAN JOHNSON TO THE BOARD OF TRUSTEES FOR THE FLORIDA MUNICIPAL INSURANCE TRUST

NOTE: The Florida Municipal Insurance Trust (FMIT) is a pooled self-insurance program whose membership consists of local government entities. The FMIT's Board of Trustees oversees the FMIT's operations.

ACTION: (Approve - Deny) The nomination of Councilwoman Johnson to the Board of Trustees to the Florida Municipal Insurance Trust.

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DATE: January 20, 2017

TO: Members
Florida Municipal Insurance Trust

FROM: The Administrator

RE: Trustee Nominations

The Florida Municipal Insurance Trust (FMIT) is a pooled self-insurance program, whose membership consists of local government entities. The FMIT's Board of Trustees oversees the FMIT's operations. The purpose of this letter is to solicit nominations for election to the Board.

The FMIT's governing documents provide the Board, at least annually, shall solicit nominations for Trustee candidates from governmental entities that are members that participate in the Trust and such nominees shall constitute the basis for election to the Board. There are three vacancies on the FMIT board that need to be filled. Following the solicitation of nominations, Trustee vacancies are filled by the Board, by a majority vote, from the nominees offered by the members.

The FMIT's governing documents further provide that the Board of Trustees shall be composed of no more than fifteen (15) Trustees, all of whom shall be elected municipal officials of municipalities that participate as members of the Trust. No Trustee may be selected or continue to serve as a Trustee after becoming an owner, officers, employee or agent of a business entity having a contractual relationship or otherwise doing business with the Trust. A Trustee shall relinquish his office or may be removed when he no longer serves as an elected or appointed official of the member from which he was selected, or when the governmental entity from which he or she was selected ceases to participate as a member of the Trust.

As nominations must come from members of the Trust, your letter of nomination should reflect that your governmental entity's governing body has endorsed the nominee. In addition, please include a resume or a biographical sketch reflecting the nominee's background and qualifications to serve.

Should you wish to submit a nomination to the Board, please complete the enclosed nomination form, and return it, along with a letter of nomination by your governing body and a resume, to the Florida League of Cities, Inc., Orlando Office, to the attention of Melissa Solis, no later than **Wednesday, February 22, 2017**. Thank you.

TRUSTEE NOMINATION

NOTE: NOMINATIONS MUST BE RECEIVED AT THE FLC OFFICE NO LATER THAN WEDNESDAY, FEBRUARY 22, 2017.

Agency: _____

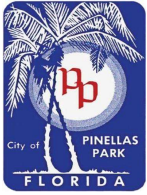
Has this person been informed of this nomination:

() Yes

() No

PLEASE RETURN THIS FORM, A LETTER OF NOMINATION BY YOUR GOVERNING BODY, AND A RESUME BY WEDNESDAY, FEBRUARY 22, 2017:

Melissa Solis
Florida League of Cities, Inc.
P.O. Box 530065
Orlando, Florida 32853-0065
Fax: (407) 425-9378 x0000
E-mail: msolis@flcities.com



City of Pinellas Park

Staff Report

File #: 17-028, Version: 1

Agenda Date: 2/9/2017

ORDINANCE NO. 4010. AN ORDINANCE OF THE CITY OF PINELLAS PARK, FLORIDA, AMENDING THE LAND USE PLAN MAP FOR THE CITY OF PINELLAS PARK BY PROVIDING FOR A CHANGE IN THE LAND USE FROM INSTITUTIONAL (I) TO COMMERCIAL GENERAL (CG) FOR A CERTAIN PARCEL OF LAND GENERALLY LOCATED at 7651 U.S. HIGHWAY 19 AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", WHICH IS ATTACHED HERETO AND MADE A PART THEREOF; CERTIFYING CONSISTENCY WITH THE CITY'S ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. (LUPA 2017-1, Crown Automotive)

**FIRST READING PRIOR TO PUBLIC HEARING
(FINAL PUBLIC HEARING - tentatively May 11, 2017)**

NOTE: The applicant is requesting consideration of a proposed amendment to the Comprehensive Land Use Plan Map from Institutional (I) to Commercial General (CG), or a land use designation of lesser intensity as identified in the City's adopted Comprehensive Plan for a parcel of land totaling 1.7 acres generally located at 7651 US Highway 19. A companion rezoning from "P" Public to "B-1" General Commercial is requested under a separate agenda item. The applicant is proposing an expansion to the existing auto dealership to the north onto this parcel. Subject to any matters that may be discussed at the hearing, staff has not identified any inconsistencies with the Comprehensive Plan. The proposal should have no adverse effect on adopted levels of service for City infrastructure. Surrounding land uses are: to the north, south, east, and west, Community Redevelopment District (CRD). At their meeting of January 5, 2017, the Planning and Zoning Commission recommended approval of the amendment.

ACTION: (Pass - Deny) Ordinance No. 4010.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PINELLAS PARK, FLORIDA, AMENDING THE LAND USE PLAN MAP FOR THE CITY OF PINELLAS PARK BY PROVIDING FOR A CHANGE IN THE LAND USE FROM INSTITUTIONAL (I) TO COMMERCIAL GENERAL (CG) FOR A CERTAIN PARCEL OF LAND GENERALLY LOCATED at 7651 U.S. HIGHWAY 19 AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", WHICH IS ATTACHED HERETO AND MADE A PART THEREOF; CERTIFYING CONSISTENCY WITH THE CITY'S ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. (LUPA 2017-1)

WHEREAS, the City of Pinellas Park, Florida, finds that it is in the public's interest to change the City's Land Use Plan Map designation from Institutional (I) to Commercial General (CG) for a certain parcel of land generally located at 7651 U.S. Highway 19 and more particularly described in Exhibit "A" attached hereto and made a part thereof; and

WHEREAS, the Planning and Zoning Commission, sitting as the Local Planning Agency, and the City Council for the City of Pinellas Park, Florida have reviewed and held public hearings on said request; and

WHEREAS, the City Council of the City of Pinellas Park, Florida, has, by the adoption hereof, authorized the transmittal of a certified copy of this Ordinance to the Pinellas Planning Council/Countywide Planning Authority, with a request that the Countywide Future Land Use Plan Map be amended consistent therewith; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA, AS FOLLOWS:

SECTION ONE: That the City Council of the City of Pinellas Park hereby amends the City's Official Land Use Plan Map and changes the following described property from Institutional (I) to Commercial General (CG):

THAT PARCEL LEGALLY DESCRIBED IN EXHIBIT "A" WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

SECTION TWO: That the City Council does hereby certify that this Ordinance is consistent with the City's Comprehensive Plan and elements thereof adopted pursuant to the Local Government Comprehensive Planning and Land Development Regulation Act.

SECTION THREE: That all Ordinances, or parts of Ordinances in conflict with the provisions of this Ordinance be and they are hereby repealed insofar as the same affect this Ordinance.

SECTION FOUR: That this Ordinance shall become effective immediately upon approval hereof by the Countywide Planning Authority, unless challenged as hereinafter provided. If challenged within 30 days after adoption, the Ordinance shall not become effective until (i) the date that a final order is issued by the Administrative Law Judge through the State Division of Administrative Hearings finding the same to be in compliance in accordance with Section 163.3184, Florida Statutes, and (ii) the adoption of this Ordinance ____ by the Countywide Planning Authority.

PUBLISHED THE _____ DAY OF _____, 2017.
2 ORDINANCE NO. _____

FIRST READING _____ DAY OF _____, 2017.

PUBLIC HEARING THE _____ DAY OF _____, 2017.

ADOPTED THIS _____ DAY OF _____, 2017.

AYES:

NAYES:

ABSENT:

ABSTAIN:

APPROVED THIS _____ DAY OF _____, 2017.

Sandra L. Bradbury
MAYOR

ATTEST:

Diane M. Corna, MMC
CITY CLERK

Exhibit "A"

Legal Description

The land referred to herein below is situated in the County of Pinellas, State of Florida, and is described as follows:

From the East quarter corner of Section 27, Township 30 South, Range 16 East, run North 89° 48' 50" West along the East-West centerline of said Section, 1962.42 feet to the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section; thence South 19° 32' 47" East 499.90 feet to a point on the Northeasterly right of way line of said State Road No. 55 for a point of beginning; thence run South 31° 56' 28" East along said line, 123.34 feet; thence North 56° 24' 15" East 111.45 feet; thence South 31° 56' 28" East 132.30 feet; thence North 45° 06' 02" East, 300.80 feet; thence North 1° 11' 28" West, 85.00 feet; thence South 88° 48' 32" West 232.90 feet; thence South 56° 24' 15" West 247.95 feet to the point of beginning.

City of
PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100
PINELLAS PARK, FL 33780-1100

Please Respond To:

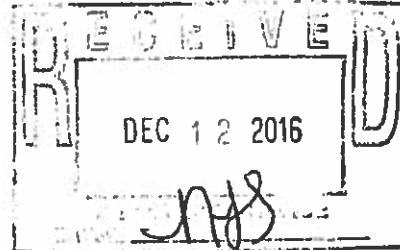
James W. Denhardt, City Attorney
Law Offices of James W. Denhardt
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile



FLORIDA

PHONE • (727) 641-0700
FAX • (727) 644-7448
SUNCOM • 889-1011

December 12, 2016



Ms. Anna Weaver
Zoning Division
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #16-263
LUPA 2017-1 Ordinance

Dear Ms. Weaver:

I have received and reviewed the above-referenced LUPA ordinance. Assuming that the legal description in Exhibit A is correct, I would approve of the ordinance as to form and correctness.

Very truly yours,

James W. Denhardt
City Attorney

cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Assistant City Manager
Dean Neal, Zoning Director

JWD/dh



PRINTED ON RECYCLED PAPER

BOARD DISCUSSION

MOTION was made by Mr. DeLong and **SECONDED** by Mr. Bommattei to **APPROVE** case no. CU 2017-3.

ROLL CALL VOTE

Aye: Shelley, Bommattei, DeLong, Long, Sabiel, Pinion, Madden
Nay: None

MOTION CARRIED UNANIMOUS VOTE

PUBLIC HEARING OPENED

2. CASE NO.: LUPA 2017-1 (Legislative)

REQUEST: Consideration of a request to amend the Future Land Use Plan Map from Institutional (I) to Commercial General (CG).

LOCATION: 7651 US Highway 19

QUESTIONS FOR STAFF

Mr. Pinion – Referring to map, the parcel in the bottom blue portion, does Crown own that too?

Ms. Weaver – They do not. The applicant can expand on that.

Mr. Pinion – Is there a reason as to why it is in blue?

Ms. Weaver – The blue indicates what is Institutional land use and the yellow is the surrounding CRD.

Mr. Madden – The level of service referenced in Article 3 in the staff report, didn't we make a change to the ordinance dealing with traffic? Was that with the level of service? Are we no longer considering the level of service?

Ms. Weaver – I'm not sure what you are referring to. We recently received a new multi-modal impact fee ordinance from the county.

Mr. Madden – It wasn't regarding with the impact fee. I thought it was we were no longer going to consider the level of service. I asked the question as to how you were going to calculate the impact fee if you don't consider the level of service and it was stated to be another ordinance.

Ms. Weaver – I'm not sure. Sorry.

PROPOSERS

Ms. Katie Cole – Hill Ward Henderson Law, 600 Cleveland Street, Suite 800, Clearwater, FL and I have been sworn. I am representing the applicant. We concur with the staff report and that the criteria is met. We have

made an attempt to purchase the corner lot you are referring to but have been unsuccessful. The decision was made to proceed without owning the parcel.

OPPONENTS

Mr. James Kelly provided testimony that was found immaterial to this case by the Assistant City Attorney.

PUBLIC HEARING CLOSED

BOARD DISCUSSION

MOTION was made by Mr. DeLong and **SECONDED** by Mr. Long to **APPROVE** LUPA 2017-1.

ROLL CALL VOTE

Aye: Shelley, Bommattei, DeLong, Long, Sabiel, Pinion, Madden
Nay: None

MOTION CARRIED UNANIMOUS VOTE

PUBLIC HEARING OPENED

3. CASE NO.: Z 2017-1 (Quasi-Judicial)

REQUEST: Consideration of a request to rezone a certain parcel of land from "P" Public District to "B-1" General Commercial District or a zoning classification of a lesser intensity as identified by Chapter 18, Land Development Code, of the City of Pinellas Park.

LOCATION: 7651 US Highway 19

Ms. Weaver – Confirmed that all procedural requirements have been met and presented the staff report into the official record.

QUESTIONS FOR STAFF

None

PROPONENTS

Ms. Katie Cole – Hill Ward Henderson Law, 600 Cleveland Street, Suite 800, Clearwater, FL and I have been sworn. We concur with the staff report and it meets criteria with surrounding properties.

OPPONENTS

None

PUBLIC HEARING CLOSED

=====ZONING DIVISION=====

CASE NUMBER: LUPA 2017-1

PZ HEARING: January 5, 2017

CC HEARING: January 26, 2017 (1st Read)

May 11, 2017 (tentative PH)

OWNER: Crown Automotive Management

AGENT: Katherine Cole; Hill,
Ward & Henderson, P.A.

I. GENERAL INFORMATION

A. Request:

Consideration of a request to amend the Future Land Use Plan Map from Institutional (I) to Commercial General (CG).

B. Proposed use:

expansion to existing "Automotive Dealer, New and Used Cars" (Crown Honda)

C. Location:

7651 US Highway 19

D. Site Area:

1.7 acres (MOL)

E. Land Use

Institutional (I)

Zoning:

"P" Public

F. Public Notification:

December 16, 2016

G. Legal Advertising:

December 16, 2016

H. Legal Description:

see Exhibit "A" attached

II. SITE AND VICINITY CHARACTERISTICS

A. Zoning/Development History:

The Florida Department of Transportation acquired the subject property from Pinellas County in 1960. A 4,980 square foot building was constructed on the subject parcel in 1961 and was occupied as a Highway Patrol Station from 1970 until 2014. In 1967, Easter Seals Rehabilitation Center was constructed on a parcel north of the subject property. The two abutting properties combined were over 5 acres, requiring a change in zoning and future land use to "P" Public and Institutional (I), formerly known as Public/Semi-public (P/SP), respectively. This zoning change was approved on August 23, 1984 (Z 84-24). On September 22, 1994, Ordinance Nos. 2274 (Z 94-7) and 2273 (LUPA 94-8) were approved by City Council to rezone and amend the Land Use Plan Map respectively for 7671 US Highway 19, leaving the remaining 2 acres (MOL) the only pocket of "P" Public Zoning and Institutional (I) Future Land Use. On November 19, 2014, Pinellas County re-acquired the property from the State as it was no longer occupied by a Highway Patrol Station, as stated in the original quitclaim deed from 1960. This original deed required the property to be used as a Highway Patrol Station, and if at any time use of the property ceased, the County would be permitted to acquire the property.

B. Site Characteristics:

This 1.7 acre (MOL) parcel has been historically used as the FDOT Highway Patrol Station and subsequently has created a very low traffic impact. A 15 foot wide multipurpose utility and access easement along the US 19 frontage and a 45 foot wide right-of-way easement along the south property line were granted to the City in February of 2016.

C. Vicinity Characteristics:

AREA	LAND USE PLAN MAP	ZONING	EXISTING CONDITIONS
NORTH	CRD	B-1	Auto sales (Crown Honda)
SOUTH	CRD	GO	Vacant parcel, Pine Ridge Mobile Home Park
EAST	CRD	R-6	Single family homes - Ganbridge Hub Subdivision
WEST	CRD	B-1	US 19, Bob Evans restaurant, HomeBanc

D. Essential Services Summary:

Assistant City Manager: No objection

Zoning Director: No objection

Building Division: No objection

Life Safety Management: Comment

All development to comply with the Fla. Fire Prevention Code.

Community Planning: No objection

Police Department: No objection

Public Works Divisions:

Administrator: No objection

Engineering Services: No objection

Transportation and

Storm Water Division: No objection

Utilities Director: Comment:

May need to upgrade water main size.

PPWMD: No objection

FDOT: No objection

Pinellas County Public Schools: No objection

III. RELEVANT COUNTYWIDE CONSIDERATIONS FOR COUNTYWIDE PLAN MAP AMENDMENTS

- A. *Consistency with the Countywide Rules.* The manner in, and extent to, which the amendment is consistent with Article 4, Plan Criteria and Standards of these Countywide Rules and with the Countywide Plan as implemented through the Countywide Rules.

Analysis: The proposed amendment should remain consistent with the Countywide Rules and meets the Countywide Plan locational criteria for Commercial General (CG) in the City's Comprehensive Plan as well as the Retail and Services (R&S) classification in the existing Countywide Rules.

- B. *Adopted Roadway Level of Service (LOS) Standard.* The manner in, and extent to which the amendment significantly impacts a roadway segment where the existing level of service is below LOS "D" or where projected traffic resulting from the amendment would cause the existing LOS to fall below LOS "D".

Analysis: The subject parcel is located on US Hwy 19. US Hwy 19 is classified as a major arterial

highway with an existing (F) level of service as reported in the 2015 Pinellas County MPO Level of Service Report. With the expansion of an existing dealership display area, it appears that the traffic impact would be de minimis. The property owner will be subject to the Pinellas County Multimodal Impact Fee Ordinance which will be assessed at the time of Final Site Plan submittal.

- C. *Scenic/Noncommercial Corridors*. If located within a Scenic/Noncommercial Corridor, the manner in, and extent to, which the amendment conforms to the criteria and standards contained in Section 4.2.7.1, and Section 4.2.7.1.4 of the Countywide Rules.

Analysis: The subject parcels are not located within a Scenic/Noncommercial Corridor and therefore should be found to be consistent with the Countywide Rules.

- D. *Coastal High Hazard Areas (CHHA)*. If located within a Coastal High Hazard Area, the manner in, and extent to which the amendment conforms to the terms set forth in Section 4.2.7.4 of the Countywide Rules.

Analysis: The subject parcels are not located within a designated Coastal High Hazard Area and therefore should be found to be consistent with this countywide relevant consideration.

- E. *Designated Development/Redevelopment Areas*. If the amendment involves the creation, expansion, or contraction of a Residential Very High (RVH), Activity Center (AC), Community Redevelopment District (CRD), Central Business District (CBD) category, or the Planned Redevelopment categories, the manner in, and extent to which the amendment conforms to the purpose and requirements of the applicable category and Section 4.2.7.5 of the Countywide Rules.

Analysis: N/A. The subject parcel is located within the community redevelopment area (CRA) however, there was no consideration of special provisions for redevelopment of this parcel in the adopted Community Redevelopment Plan.

IV. MOTION

After review of the relevant considerations for Land Use Plan Map Amendments of the Countywide Rules related thereto, I move to APPROVE/DENY Case No. LUPA 2017-1 on a parcel of land generally located at 7651 US Highway 19.

City of Pinellas Park, Florida
APPLICATION FOR LAND USE PLAN MAP AMENDMENT

FOR OFFICE USE ONLY

CASE # LUPA 2017-1 P&Z MEETING: 1/5/17 CC/CRA MEETING: 1/26/17 1st read
PLAT SHEET: F-4 RELATED CASES: 2 2017-1 RECEIPT NUMBER: 2441167
ZONING DISTRICT: P LAND USE DESIGNATION: I DATE RECEIVED: 11/30/16

REQUEST AND PROPERTY INFORMATION

SPECIFIC REQUEST: _____

Future land use map amendment from Institutional to Commercial General (CG)

GENERAL LOCATION OF PROPERTY OR ADDRESS: _____

7651 US Highway 19 North

PROPERTY SIZE (Acreage / Square Feet): 1.7 acres m.o.l.

CURRENT USE (Number and Type of Buildings): _____

Former State Highway Patrol Building

PARCEL NUMBER(S): 27-30-18-00000-420-0200

LEGAL DESCRIPTION: LOT 27, BLOCK 30, SUBDIVISION 16 (See Exhibit "A" attached hereto)

OR METES AND BOUNDS DESCRIPTION (attach if lengthy): _____

OWNER/APPLICANT INFORMATION - PLEASE PRINT CLEARLY

PROPERTY OWNER: Crown Automotive Management, Inc.

PHONE: () 727-527-5731

MAILING ADDRESS/CITY/ZIP: 6001 34th St. N.

St. Petersburg, FL

ATTN TO: Jim Myers

(PLEASE PROVIDE CONTACT NAME)

AUTHORIZED AGENT: Katherine E. Cole

PHONE: () 727-259-6781

MAILING ADDRESS/CITY/ZIP: 600 Cleveland Street, Suite 800, Clearwater, FL 33755

OTHER REPRESENTATIVE: _____

PHONE: () _____

MAILING ADDRESS/CITY/ZIP: _____

AFFIDAVIT OF OWNERSHIP

STATE OF FLORIDA - COUNTY OF PINELLAS:

NAME OF ALL PROPERTY OWNERS, being first duly sworn, depose(s) and say(s):

Crown Automotive Management, Inc.

1. That (I am/we are) the owner(s) and record title holder(s) of the following described property, to wit:

ADDRESS OR GENERAL LOCATION:

7651 U.S. Highway 19 N., Pinellas Park, FL

LEGAL DESCRIPTION OF PROPERTY. Type legal directly on this sheet. If too lengthy, type on separate sheet titled "Exhibit A" and attach:

See attached Exhibit "A" attached hereto

2. That this property constitutes the property for which an application is being made to the City of Pinellas Park, Florida (NATURE OF REQUEST):

Future land use map amendment

3. That the undersigned (has/have) appointed and (does/do) appoint Katherine E. Cole, Hill Ward Henderson as (his/their) agent(s) to execute any petitions or other documents necessary to affect such application.

4. That this affidavit has been executed to induce the City of Pinellas Park, Florida, to consider and act on the above described property; to include City representatives to enter upon property to make inspections as are necessary to visualize site conditions and/or determine compatibility.

James Myers Pres
SIGNED (PROPERTY OWNER)

SIGNED (PROPERTY OWNER)

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this Nov. 24, 2016
(Date)

By James Myers Pres
(Name of person acknowledging and title of position)

who is personally known to me or who has produced Personally Known
(Type of identification)

as identification and who did (did not) take an oath
Marie Kuhajda Notary Public, Commission No. FF 117749



Marie Kuhajda
Name of Notary typed, printed or stamped)

EXHIBIT "A"

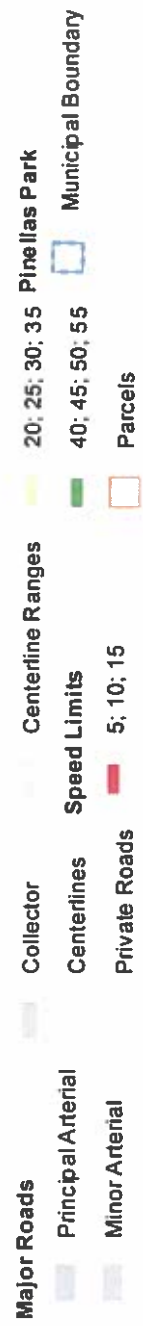
LEGAL DESCRIPTION

From the East quarter corner of Section 27, Township 30 South, Range 16 East, run North 89 degrees 48' 50" West along the East-West centerline of said Section, 1962.42 feet to the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section; thence South 19 degrees 32' 47" East 499.90 feet to a point on the Northeasterly right of way line of said State Road No. 55 for a point of beginning; thence run South 31 degrees 56' 28" East along said line, 123.34 feet; thence North 56 degrees 24' 15" East 111.45 feet; thence South 31 degrees 56' 28" East 132.30 feet; thence North 45 Degrees 06' 02" East, 300.80 feet; thence North 1 degree 11' 28" West, 85.00 feet; thence South 88 degrees 48' 32" West 232.90 feet; thence South 55 degrees 24' 15" West 247.95 feet to the point of beginning.

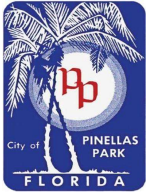
LUPA 2017-1 - amend map from Institutional (I) to Commercial General (CG)



November 30, 2016



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community



City of Pinellas Park

Staff Report

File #: 17-029, Version: 1

Agenda Date: 2/9/2017

ORDINANCE NO. 4011. AN ORDINANCE OF THE CITY OF PINELLAS PARK, FLORIDA, AMENDING CHAPTER 18, SECTION 18-1501.5, LAND DEVELOPMENT CODE OF THE CITY OF PINELLAS PARK CODE OF ORDINANCES AND CITY ZONING MAP BY REZONING A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 7651 U.S. HIGHWAY 19 AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF; FROM "P" PUBLIC DISTRICT TO "B-1" GENERAL COMMERCIAL DISTRICT; CERTIFYING CONSISTENCY WITH CITY'S ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. (Z 2017-1)

FIRST READING PRIOR TO PUBLIC HEARING

(Public Hearing, tentatively May 11, 2017 - QUASI- JUDICIAL)

NOTE: The applicant is requesting consideration to rezone a parcel of land generally located at 7651 US Highway 19 from "P" Public to "B-1" General Commercial or a zoning classification of a lesser intensity as identified by Chapter 18, Land Development Code, of the City of Pinellas Park. The surrounding land uses consist of: to the north, Crown Honda auto dealership; to the south, Pine Ridge Mobile Home Park; to the east, single family dwellings (Ganbridge Hub Sub); and to the west, US Hwy 19, Bob Evans restaurant, HomeBanc. Subject to any matters that may be discussed at the hearing, staff has not identified any inconsistencies with the Comprehensive Plan and approval of the request should not unduly burden adopted levels of service for City infrastructure. The Planning and Zoning Commission recommended APPROVAL at its hearing on January 5, 2016.

ACTION: (Pass - Deny) Ordinance No. 4011.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF PINELLAS PARK, FLORIDA, AMENDING CHAPTER 18, SECTION 18-1501.5, LAND DEVELOPMENT CODE OF THE CITY OF PINELLAS PARK CODE OF ORDINANCES AND CITY ZONING MAP BY REZONING A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 7651 U.S. HIGHWAY 19 AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF; FROM "P" PUBLIC DISTRICT TO "B-1" GENERAL COMMERCIAL DISTRICT; CERTIFYING CONSISTENCY WITH CITY'S ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. (Z 2017-1)

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA, AS FOLLOWS:

SECTION ONE: That the following described property generally located at 7651 U.S. Highway 19, lying within Section 27, Township 30 South, Range 16 East, is hereby rezoned from "P" Public District to "B-1" General Commercial District;

THAT PARCEL LEGALLY DESCRIBED IN EXHIBIT "A" WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

SECTION TWO: That the City Council does hereby certify that this Ordinance is consistent with the City's Comprehensive Plan and elements thereof adopted pursuant to the Local Government Comprehensive Planning and Land Development Regulation Act.

SECTION THREE: The City Zoning Map is hereby amended to conform to the provisions of this Ordinance.

SECTION FOUR: That all Ordinances, or parts of Ordinances in conflict with the provisions of this Ordinance be, and they are hereby repealed insofar as the same affect this Ordinance.

SECTION FIVE: That this Ordinances shall become effective immediately upon its final passage and adoption.

PUBLISHED THE _____ DAY OF _____, 2017.

FIRST READING _____ DAY OF _____, 2017.

PUBLIC HEARING THE _____ DAY OF _____, 2017.

PASSED THIS _____ DAY OF _____, 2017.

AYES:

NAYES:

ABSENT:

ABSTAIN:

APPROVED THIS _____ DAY OF _____, 2017.

Sandra L. Bradbury
MAYOR

ATTEST:

Diane M. Corna MMC
CITY CLERK

Exhibit "A"

Legal Description

The land referred to herein below is situated in the County of Pinellas, State of Florida, and is described as follows:

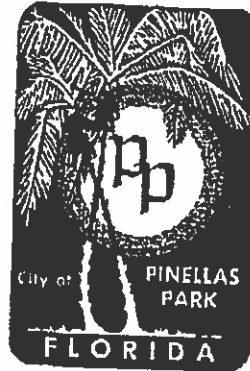
From the East quarter corner of Section 27, Township 30 South, Range 16 East, run North 89° 48' 50" West along the East-West centerline of said Section, 1962.42 feet to the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section; thence South 19° 32' 47" East 499.90 feet to a point on the Northeasterly right of way line of said State Road No. 55 for a point of beginning; thence run South 31° 56' 28" East along said line, 123.34 feet; thence North 56° 24' 15" East 111.45 feet; thence South 31° 56' 28" East 132.30 feet; thence North 45° 06' 02" East, 300.80 feet; thence North 1° 11' 28" West, 85.00 feet; thence South 88° 48' 32" West 232.90 feet; thence South 56° 24' 15" West 247.95 feet to the point of beginning.

City of
PINELLAS PARK

5141 78TH AVE. • 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
(727) 323-0888 - Facsimile

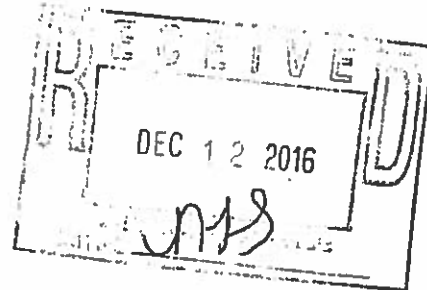


FLORIDA

PHONE • (727) 541-0700
FAX • (727) 544-7448
SUNCOM • 969-1011

December 12, 2016

Ms. Anna Weaver
Zoning Division
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100



RE: City Document #16-262
Z 2017-1 Ordinance

Dear Ms. Weaver:

I have received and reviewed the above-referenced ordinance. Provided the legal description in Exhibit A is correct, I would approve of the ordinance as to form and correctness.

Very truly yours,

James W. Denhardt
City Attorney

cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Assistant City Manager
Dean Neal, Zoning Director

JWD/dh



PRINTED ON RECYCLED PAPER

made an attempt to purchase the corner lot you are referring to but have been unsuccessful. The decision was made to proceed without owning the parcel.

OPPONENTS

Mr. James Kelly provided testimony that was found immaterial to this case by the Assistant City Attorney.

PUBLIC HEARING CLOSED

BOARD DISCUSSION

MOTION was made by Mr. DeLong and **SECONDED** by Mr. Long to **APPROVE** LUPA 2017-1.

ROLL CALL VOTE

Aye: Shelley, Bommattei, DeLong, Long, Sabiel, Pinion, Madden
Nay: None

MOTION CARRIED UNANIMOUS VOTE

PUBLIC HEARING OPENED

3. CASE NO.: Z 2017-1 (Quasi-Judicial)

REQUEST: Consideration of a request to rezone a certain parcel of land from "P" Public District to "B-1" General Commercial District or a zoning classification of a lesser intensity as identified by Chapter 18, Land Development Code, of the City of Pinellas Park.

LOCATION: 7651 US Highway 19

Ms. Weaver – Confirmed that all procedural requirements have been met and presented the staff report into the official record.

QUESTIONS FOR STAFF

None

PROPONENTS

Ms. Katie Cole – Hill Ward Henderson Law, 600 Cleveland Street, Suite 800, Clearwater, FL and I have been sworn. We concur with the staff report and it meets criteria with surrounding properties.

OPPONENTS

None

PUBLIC HEARING CLOSED

BOARD DISCUSSION

MOTION was made by Mr. DeLong and **SECONDED** by Mr. Bommattei to **APPROVE** case no. Z 2017-1.

ROLL CALL VOTE

Aye: Shelley, Bommattei, DeLong, Long, Sabiel, Pinion, Madden
Nay: None

MOTION CARRIED UNANIMOUS VOTE

PUBLIC HEARING OPENED

4. CASE NO.: LUPA 2017-2 (Legislative)
- REQUEST: Consideration of a request to amend the City of Pinellas Park Future Land Use Plan Map from Commercial General (CG) to Industrial Limited (IL)
- LOCATION: 11425 66th Street

Ms. Weaver – Confirmed that all procedural requirements have been met and presented the staff report into the official record.

QUESTIONS FOR STAFF

Mr. Madden – Is there an annexation agreement associated with this property?

Ms. Weaver – No.

PROPONENTS

Mr. Daniel Quarles – Ms. Scalos swore in. 299 Dr. Martin Luther King Jr. Street, St. Petersburg, FL. I am a realtor and Ms. Tovar is my client. I am assisting her with this case. The business use isn't allowed with the current zoning so we are seeking the proper zoning so she can conduct her business.

Mr. Madden – She is not the owner of the property?

Mr. Quarles – No, she is just the tenant. The owner is listed on the application but he is just not present here tonight.

Mr. Shelley – Is the owner OK with the change in zoning?

Ms. Weaver – Yes. A tenant or potential tenant is allowed to pursue any zoning case as long as the owner signs the affidavit which has been done in this case.

OPPONENTS

=====ZONING DIVISION=====

CASE NUMBER: Z 2017-1

PZ HEARING: January 5, 2017

CC HEARING: January 26, 2017 (1st Read)
May 11, 2017 (tentative PH)

OWNER: Crown Automotive Management

AGENT: Katherine Cole; Hill,
Ward & Henderson, P.A.

I. GENERAL INFORMATION

A. Request:

Consideration of a request to rezone a certain parcel of land from "P" Public District to "B-1" General Commercial District or a zoning classification of a lesser intensity as identified by Chapter 18, Land Development Code, of the City of Pinellas Park.

B. Proposed use: expansion to existing "Automotive Dealer, New and Used Cars"

C. Location: 7651 US Highway 19

D. Site Area: 1.7 acres (MOL)

E. Land Use Institutional (I)

Zoning: "P" Public

F. Public Notification: December 16, 2016

G. Legal Advertising: December 16, 2016

H. Legal Description: see Exhibit "A" attached

II. SITE AND VICINITY CHARACTERISTICS

A. Zoning/Development History:

The Florida Department of Transportation acquired the subject property from Pinellas County in 1960. A 4,980 square foot building was constructed on the subject parcel in 1961 and was occupied as a Highway Patrol Station from 1970 until 2014. In 1967, Easter Seals Rehabilitation Center was constructed on a parcel north of the subject property. The two abutting properties combined were over 5 acres, requiring a change in zoning and future land use to "P" Public and Institutional (I), formerly known as Public/Semi-public (P/SP), respectively. This zoning change was approved on August 23, 1984 (Z 84-24). On September 22, 1994, Ordinance Nos. 2274 (Z 94-7) and 2273 (LUPA 94-8) were approved by City Council to rezone and amend the Land Use Plan Map respectively for 7671 US Highway 19, leaving the remaining 2 acres (MOL) the only pocket of "P" Public Zoning and Institutional (I) Future Land Use. On November 19, 2014, Pinellas County re-acquired the property from the State as it was no longer occupied by a Highway Patrol Station, as stated in the original quitclaim deed from 1960. This original deed required the property to be used as a Highway Patrol Station, and if at any time use of the property ceased, the County would be permitted to acquire the property.

B. Site Characteristics:

This 1.7 acre (MOL) parcel has been historically used as the FDOT Highway Patrol Station and subsequently has created a very low traffic impact. A 15 foot wide multipurpose utility and access easement along the US 19 frontage and a 45 foot wide right-of-way easement along the south property line were granted to the City in February of 2016.

C. Vicinity Characteristics:

AREA	LAND USE	ZONING	EXISTING CONDITIONS
NORTH	CRD	B-1	Auto sales (Crown Honda)
SOUTH	CRD	GO	Vacant parcel, Pine Ridge Mobile Home Park
EAST	CRD	R-6	Single family homes - Ganbridge Hub Subdivision
WEST	CRD	B-1	US 19, Bob Evans restaurant, HomeBanc

D. Essential Services Summary:

Asst. City Manager/Community Dev. Admin: No objection

Zoning Director: Comment:

Proposed use will require approval of conditional use expansion.

Building Division: No objection

Life Safety Management: Comment:

All development to comply with the Fla. Fire Prevention Code.

Community Planning: No objection

Police Department: No objection

PPWMD: No objection

FDOT: No objection

Public Works Division:

Administrator: No objection

Engineering Services: No objection

Utilities Dir: No objection

Transportation & Stormwater: No objection

Pinellas County Public Schools: No objection

III. SECTION 18-1539.3 REVIEW CRITERIA

(B) For map amendments, the Planning and Zoning Commission and City Council shall be guided by the following considerations:

1. Whether the available uses to which the property may be put are appropriate to the property under accepted planning practices in question and compatible with existing land uses and planned uses in the area.

Analysis: The available uses to which the property may be permitted in the "B-1" General Commercial Zoning District are appropriate to the parcel under accepted planning practices in question and compatible with existing land uses and planned uses in the area. The areas to the north and west are zoned "B-1" General Commercial, to the south is "GO" General Office and to the east is "R-6" Multifamily Residential/Commercial. A companion Future Land Use Map amendment case is proposed for a change from Institutional (I) to Commercial General (CG) to provide for consistency with this rezoning.

2. Whether the numerical and dimensional development requirements which govern the development of the property will sufficiently safeguard the integrity and character of the area.

Analysis: The property being rezoned is approximately 1.7 acres. The numerical and dimensional development requirements do appear to sufficiently safeguard the integrity and character of the abutting properties and surrounding neighborhood. The lot requirements

are as follows: width – 100 feet, depth – 150 feet, area – 15,000 square feet. The subject parcel exceeds these requirements.

3. Whether the amendment will constitute a grant of special privilege to an individual owner.

Analysis: The amendment will not constitute a grant of special privilege to an individual owner. The areas to the north and west are zoned "B-1" General Commercial. This designation is compatible with the proposed Future Land Use category of Commercial General (CG) which supports the proposed expansion of an automobile dealer.

4. Whether there are adequate provisions for water supply and treatment, sanitary sewer collection, transmission and treatment, drainage, and solid waste collection and disposal within the service area involved.

Analysis: Existing provisions for water, sewer and solid waste services are adequate and reasonably available to meet the needs of the site. At the time of future site redevelopment, upgraded utilities may be required.

5. Whether there are adequate provisions for traffic movement and safety, both vehicular and pedestrian, in the area.

Analysis: Traffic impacts are as follows:

1. Characteristics

ACCESS / DESIGNATION	
US Hwy 19	Arterial
76 th Terrace (vacated)	Local
EXISTING CONDITIONS	
US Hwy 19	Improved 100 ft divided ROW
76 th Terrace (vacated)	Improved private road

2. Trip Generation¹:

BY EXISTING ZONING/LAND USE (Public/Institutional)
192 Trips/acre x 1.7 acres = 326 trips/day
BY PROPOSED ZONING/LAND USE (General Commercial/Commercial General)
487 Trips/acre x 1.7 acres = 828 trips/day

*** Projected on the basis of trip generation per Future Land Use Class.

3. Level of Service:

US Hwy 19		
76 th Terrace (vacated)	N/A	

*** LOS not assigned to local streets

6. Whether there are adequate provisions for schools, parks, and mass transit within the service area involved.

Analysis: The proposed rezoning should have no impact on the adopted level of service for schools or parks.

7. Whether the district boundaries are appropriately drawn with due regard to locations and classifications of streets, ownership lines, and existing improvements.

Analysis: The proposed district boundaries are appropriately drawn with regard to classification of streets, ownership lines and existing improvements.

8. Whether changed or changing conditions make the adoption of the proposed amendment necessary or appropriate, including but not limited to, substantial reasons that the property cannot be used in accordance with the existing zoning.

Analysis: The applicant proposes to utilize the property as an expansion to the abutting automobile dealership. This change in use will be consistent with the proposed zoning and companion future land use amendment.

9. Whether the amendment will be likely to have an adverse effect on the existing natural environment and natural resources.

Analysis: This rezoning should have no adverse effect on the existing natural environment or natural resources.

10. Whether the proposed amendment is consistent with the Comprehensive Plan and, if applicable, the Community Redevelopment Plan.

Analysis: The proposed rezoning is consistent with the City's Comprehensive Plan and also consistent with the proposed (CG) Future Land Use category, relative to parcel size and location.

IV. MOTION

After reviewing the Criteria for Zoning Map Amendments outlined in Section 18-1539.3(B), and the staff analysis presented in Section III, 1-10 of this report, I move to APPROVE/DENY Case No. Z 2017-1 on a parcel generally located at 7651 US 19.

City of Pinellas Park, Florida
APPLICATION FOR REZONING

FOR OFFICE USE ONLY

CASE #: Z 2017-1 PZ MEETING: 1/5/17 CC/CRA MEETING: 1/26/17 1st read
PLAT SHEET: F-4 RELATED CASES: LURA 2017-1 DATE RECEIVED: 11/30/16
ZONING DISTRICT: P LAND USE DESIGNATION: I RECEIPT NUMBER: 2441107

REQUEST AND PROPERTY INFORMATION

REQUEST: Zoning map amendment from Public (P) to B-1

GENERAL LOCATION OF PROPERTY OR ADDRESS: _____

7651 US Highway 19 North

PROPERTY SIZE (Acreage or Square Feet): 1.7 acres m.o.i.

CURRENT USE, NUMBER AND TYPE OF BUILDINGS: _____

Former State Highway Patrol Building

PARCEL NUMBER(S): 27-30-16-00000-420-0200

LEGAL DESCRIPTION: LOT 27, BLOCK 30, SUBDIVISION 16 (See Exhibit "A" attached hereto)

OR METES AND BOUNDS DESCRIPTION (attach if lengthy): _____

OWNER / APPLICANT INFORMATION

PROPERTY OWNER: Crown Automotive Management, Inc. PHONE: (727) 527-5731

ADDRESS/CITY/ZIP: 6001 34th Street N., St. Petersburg, FL

AUTHORIZED AGENT: Katherine E. Cole PHONE: (727) 259-6791

ADDRESS/CITY/ZIP: 600 Cleveland Street, Suite 800, Clearwater, FL 33755

OTHER REPRESENTATIVE: _____ PHONE: ()

ADDRESS/CITY/ZIP: _____

REZONE.APL - Revised 1993, 6/94, 1/96, 11/05, 7/08, 2/11, 5/15

AFFIDAVIT OF OWNERSHIP

STATE OF FLORIDA - COUNTY OF PINELLAS:

NAME OF ALL PROPERTY OWNERS, being first duly sworn, depose(s) and say(s):

Crown Automotive Management, Inc.

1. That (I am/we are) the owner(s) and record title holder(s) of the following described property, to wit:

ADDRESS OR GENERAL LOCATION:

7651 U.S. Highway 19 N., Pinellas Park, FL

LEGAL DESCRIPTION OF PROPERTY. Type legal directly on this sheet. If too lengthy, type on separate sheet titled "Exhibit A" and attach:

See Exhibit "A" attached hereto

2. That this property constitutes the property for which an application is being made to the City of Pinellas Park, Florida (NATURE OF REQUEST):

Zoning map amendment

3. That the undersigned (has/have) appointed and (does/do) appoint Katharine E. Cole, Hill Ward Henderson as (his/her) agent(s) to execute any petitions or other documents necessary to affect such application.

4. That this affidavit has been executed to induce the City of Pinellas Park, Florida, to consider and act on the above described property; to include City representatives to enter upon property to make inspections as are necessary to visualize site conditions and/or determine compatibility.

James Myers, Pres.
SIGNED (PROPERTY OWNER)

SIGNED (PROPERTY OWNER)

STATE OF FLORIDA
COUNTY OF: _____

The foregoing instrument was acknowledged before me this NOV. 29, 2016
(Date)

By James Myers Pres
(Name of person acknowledging and title of position)



(SEAL ABOVE)

who is personally known to me or who has produced Personally Known
(Type of identification)

as identification and who did (did not) take an oath.

Marie Kuhajda Notary Public, Commission No. FF117749

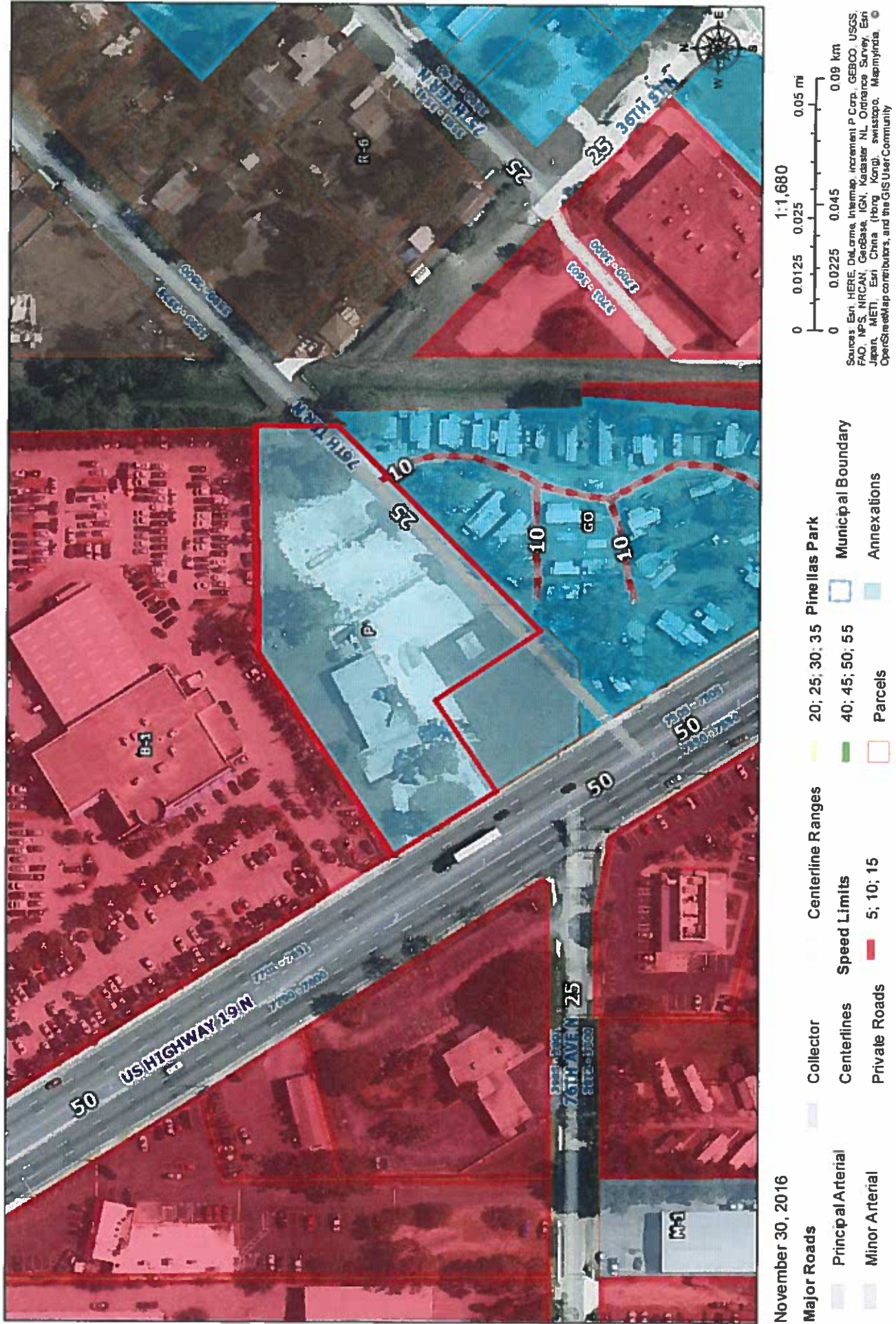
Marie Kuhajda
(Name of Notary typed, printed or stamped)

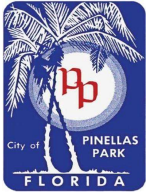
EXHIBIT "A"

LEGAL DESCRIPTION

From the East quarter corner of Section 27, Township 30 South, Range 16 East, run North 89 degrees 48' 50" West along the East-West centerline of said Section, 1962.42 feet to the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section; thence South 19 degrees 32' 47" East 499.90 feet to a point on the Northeasterly right of way line of said State Road No. 55 for a point of beginning; thence run South 31 degrees 56' 28" East along said line, 123.34 feet; thence North 56 degrees 24' 15" East 111.45 feet; thence South 31 degrees 56' 28" East 132.30 feet; thence North 45 Degrees 06' 02" East, 300.80 feet; thence North 1 degree 11' 28" West, 85.00 feet; thence South 88 degrees 48' 32" West 232.90 feet; thence South 56 degrees 24' 15" West 247.95 feet to the point of beginning.

Z 2017-1 - rezone 7651 US Hwy 19 from "P" Public to "B-1" General Commercial





City of Pinellas Park

Staff Report

File #: 17-036, **Version:** 1

Agenda Date: 2/9/2017

AUTHORIZATION FOR THE CITY MANAGER TO SIGN A DISTRIBUTION EASEMENT AGREEMENT WITH DUKE ENERGY FLORIDA, INC., D.B.A. DUKE ENERGY ON CITY-OWNED PROPERTY - Freedom Lake Park

NOTE: Duke Energy Florida, Inc., d.b.a. Duke Energy has requested a ten (10) foot Distribution Easement from the City to accommodate their proposed utility equipment and for the future maintenance and operation of said equipment on City-owned property.

ACTION: (Approve - Deny) Authorization for the City Manager to sign a ten (10) foot Distribution Easement with Duke Energy Florida, Inc., d.b.a. Duke Energy on City-owned property.

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Pinellas County, Florida
Work Request #: WC-17-1360808
Project: Freedom Lake Park
Address: 9990 46th Street, Pinellas Park, FL
STR: 21-30S-16E

EASEMENT

THIS EASEMENT ("Easement") is made this _____ day of _____, 2017 ("Effective Date"), from **CITY OF PINELLAS PARK**, a municipal corporation having an address of 5141 78th Ave., Pinellas Park, FL 33781-2456 ("GRANTOR," whether one or more) to **DUKE ENERGY FLORIDA, INC., d/b/a DUKE ENERGY**, a Florida corporation and its successors, lessees, licensees, transferees, permittees, apportionees, and assigns ("GRANTEE");

WITNESSETH:

THAT **GRANTOR**, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE**, the perpetual right, privilege, and easement to install, operate and maintain in perpetuity, such Facilities as may be necessary or desirable for providing electric energy over, under, upon, across, through and within the following described lands in Pinellas County, Florida, and referred to hereinafter as the Easement Area to wit:

A 10.00 foot wide Easement Area lying 5.00 feet on each side of **GRANTEE's** facilities to be installed at mutually agreeable locations under, over, across and through the following described property to accommodate present and future development:

See legal description on the accompanying Exhibit "A" attached hereto and incorporated herein by this reference.

Tax Parcel Number: 21-30-16-69822-100-1600

The rights herein granted to **GRANTEE** by **GRANTOR** specifically include the right: (a) for **GRANTEE** to patrol, inspect, alter, improve, add to, repair, rebuild, relocate, and remove said facilities; (b) for **GRANTEE** to increase or decrease the voltage and to change the quantity and type of facilities; (c) ingress and egress over the Easement Area and over portions of **GRANTOR's** adjoining property for the purpose of exercising the rights herein granted; (d) to trim, cut or remove from the Easement Area, at any time, trees, limbs, undergrowth, structures or other obstructions; (e) to trim, cut or remove and to keep trimmed or remove dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of **GRANTEE**, might interfere with or fall upon the Facilities; (f) and all other rights and privileges reasonably necessary or convenient for **GRANTEE's** safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement for the purposes described herein.

GRANTOR shall have the right to use the Easement Area in any manner that is consistent with the rights granted to **GRANTEE** herein; provided however, without the prior written consent of **GRANTEE**, **GRANTOR** shall not (a) place, or permit the placement of, any obstructions within the Easement Area including but not limited to, any building, house, or other above-ground or underground structure, or portion thereof. If obstructions are installed adjacent to the Easement Area, they shall be placed so as to allow ready access to **GRANTEE**'s facilities and provide a working space of not less than ten (10) feet on the opening side, six (6) feet on the back for working space and three (3) feet on all other sides of any pad mounted equipment; (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area. **GRANTEE** shall have the right to remove any such obstruction(s) at **GRANTOR**'s expense. Excluding removal of vegetation and obstructions as provided herein, any physical damage to the surface of the Easement Area and/or **GRANTOR**'s adjoining property caused by **GRANTEE** or its contractors shall be repaired to a condition reasonably close to the previous condition. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service and **GRANTOR** reserves the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein.

GRANTOR hereby warrants and covenants (a) that **GRANTOR** is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that **GRANTOR** has full right and lawful authority to grant and convey this easement to **GRANTEE**, and (c) that **GRANTEE** shall have quiet and peaceful possession, use and enjoyment of this easement, subject to the other uses that may be allowed by the **GRANTOR** as contemplated herein. All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

C4

Exhibit "A"

The South 264 feet of Farm 1, in the Northeast 1/4 of Section 21, Township 30 South, Range 16 East, as shown by plat of PINELLAS FARMS, recorded in Plat Book 7, Pages 4 and 5. Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part.

AND

Parcel 175.1R, 17.1R, 178.1R, 179.1R, 180.1R, 181.1R, 182.1R 900.1 & 901.1R

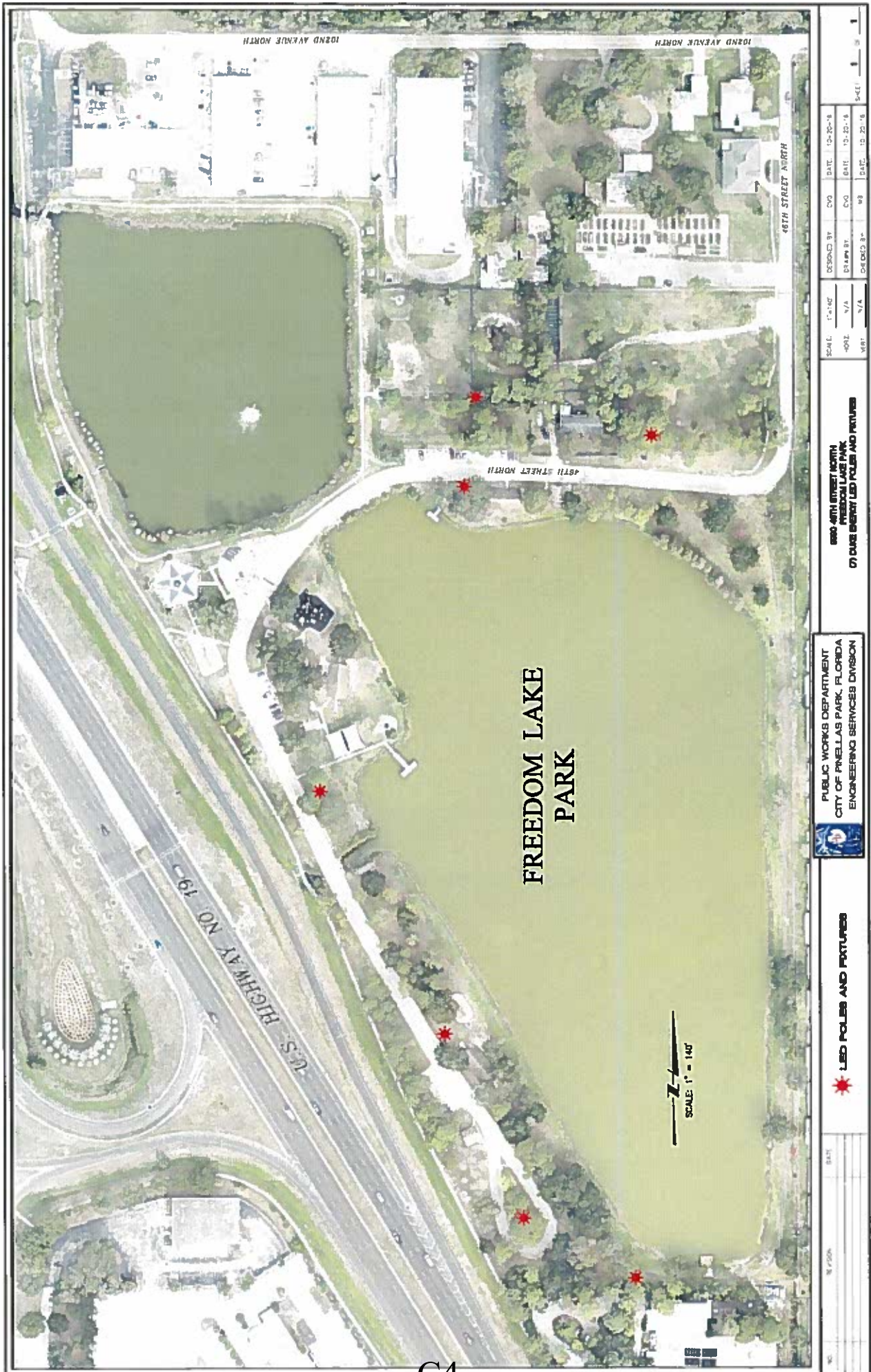
That part of:

Farms 15, 16, 17 & 18, Northeasterly of State Road 55 and Easterly of State Road S-961, and the South 408.75 feet of Farm 2 of Pinellas Farms in Section 21, Township 30 South Range 16 East, as per plat thereof recorded in Plat Book 7, Page 5. as per Public Records of Hillsborough County, Florida.

Lying within the following metes and bounds description:

Commence at the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of Section 21, Township 30 South, Range 16 East at a point 1319.56 feet Westerly of the Northeast corner of said Section 21; run thence South 0°30'39" East 250.09 feet; thence North 89°42'01" East 105.53 feet to a point of beginning; continue thence North 89°42'01" East 554.25 feet; thence South 0°31'14" East 408.75 feet; thence North 89°40'44" East 644.93 feet; thence South 0°31'49" East 1316.17 feet; thence South 89°38'09" West 447.71 feet; thence North 27°53'14" West 281.55 feet to the beginning of a curve concave to the Northeasterly having a radius of 1849.86 feet; thence Northwesterly along said curve 171.60 feet through a central angle of 5°18'54" to the end of said curve; thence North 22°34'20" West 120.00 feet to the beginning of a curve concave to the Southwesterly having a radius of 1969.86 feet; thence Northwesterly along said curve 337.97 feet through a central angle of 9°49'49" to the end of said curve; thence North 32°24'09" West 526.97 feet to the beginning of a curve concave to the Northeasterly having a radius of 490.00 feet; thence Northerly along said curve 272.74 feet through a central angle of 31°53'30" to the end of said curve; thence North 0°30'39" west 200.00 feet; thence Northerly 03°49'12" Westerly, 3.79 feet to the point of beginning.

Containing 28.75 acres, more or less.



PUBLIC WORKS DEPARTMENT CITY OF PINELLAS PARK, FLORIDA ENGINEERING SERVICES DIVISION		880 48TH STREET NORTH FREEDOM LAKE PARK 07 DUNE ENERGY LED POLES AND FIXTURES		SCALE: 1" = 140' DATE: 12-20-18	DESIGNED BY: CVO DATE: 12-20-18	CHECKED BY: CVO DATE: 12-20-18	DRAWN BY: WJ DATE: 12-20-18	SCALE: 1" = 140' DATE: 12-20-18
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City of
PINELLAS PARK

5141 78TH AVE. • 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
(727) 323-0888 - Facsimile

January 12, 2017

Mr. Matt Bale
Parks Director
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

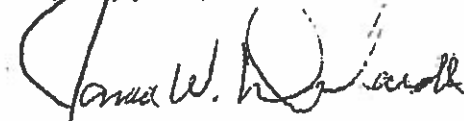
RE: City Document #17-002
Duke Energy Easement

Dear Mr. Bale:

I have received and reviewed the request from Duke Energy for an easement and the easement document proposed by Duke Energy for the installation of electric facilities at Freedom Lake Park. I note that section (f) in the last paragraph on the first page of the agreement allows third parties to attach equipment to the Facilities including but not limited to wires, cables and other apparatus. This language should be deleted from the easement document. It would be of no benefit to the City for third parties to be able to attach equipment to the facilities, especially being that they are located in a public park. It would not only be aesthetically unpleasing, but could also create issues with third parties performing work on their facilities at the public park.

With the deletion of the above-mentioned language, I would otherwise approve of the Easement as to form and correctness.

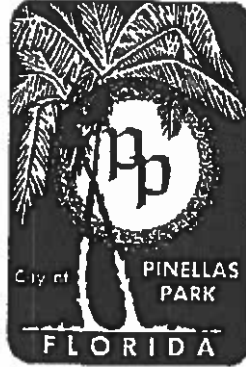
Very truly yours,



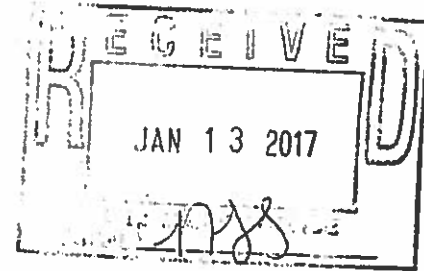
James W. Denhardt
City Attorney

cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Assistant City Manager

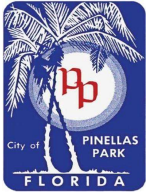
JWD/dh

**FLORIDA**

PHONE • (727) 541-0700
FAX • (727) 544-7448
SUNCOM • 989-1011



PRINTED ON RECYCLED PAPER



City of Pinellas Park

Staff Report

File #: 17-041, Version: 1

Agenda Date: 2/9/2017

AUTHORIZATION FOR MAYOR TO SIGN THE FISCAL YEAR 2017 - 2018 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION FOR PUBLIC INFRASTRUCTURE

NOTE: The Pinellas County Planning Department issued its Notice of Funding Availability (NOFA) for the Community Development Block Grant (CDBG) program on January 13th, 2017. Applications will be accepted until Friday, February 17th, 2017. The City will seek funding to complete the Orchid Lake Neighborhood Improvements project within the Community Redevelopment Area. The proposed project is located between 68th and 70th Avenues and between 49th and 50th Streets. A retention pond at the project site is owned by Pinellas County and provides storm water attenuation for the 49th Street (CR611) roadway corridor.

Project enhancements will provide for beautification of the pond perimeter to create a landscaped buffer between the commercial properties to the east and residential properties to the west. The scope of work will include installing new concrete sidewalk and ADA accessible ramps, fencing, and sod around the pond's perimeter. Paved parking areas will be installed to limit vehicle parking to designated areas; and extensive landscaping will be planted to create a buffer area between the non-compatible zoning districts.

The City will request \$100,000 in CDBG funding. As these funds require a 50% match, this project will be included as an item in the FY 2017 - 2018 Capital Improvement Program.

ACTION: (Approve - Deny) Authorization for the Mayor to sign the FY 2017 - 2018 Community Development Block Grant application for public infrastructure.

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THE CITY OF PINELLAS PARK
Orchid Lake Neighborhood Improvements
Executive Summary

Introduction

In the nearly thirty years since the *Pinellas Park Community Redevelopment Plan* was first approved by City Council, the City has made substantial improvements throughout the Community Redevelopment Area (CRA). While marked progress is evident, there is a section of the CRA with significant slum and blighted conditions that must be addressed. Within the Orchid Lake Neighborhood there is a degradation of the existing visual character, specifically around the retention pond area between 68th and 70th Avenues and west of 49th Street to 50th Street.

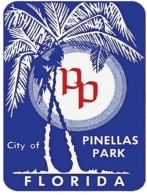
Scope of Work

The proposed neighborhood improvement project will address deteriorating conditions by enhancing the aesthetic relationship between the commercial properties to the east and residential properties to the west, and improving pedestrian mobility and insufficient parking for the Orchid Lake residents.

Improvements will include the installation of sidewalks along the pond perimeter with ADA accessible ramps (there are currently no sidewalks along 50th Street). New 6' PVC fencing will be installed to replace chain link fences behind the commercial properties. Paved parking spaces will be installed to limit vehicle parking to designated areas. Extensive landscaping will include sodding and tree planting to create a buffer area between the non-compatible zoning districts.

Costs

The estimated total cost for the proposed project is \$200,000. This construction project will be included in the City's FY 2017/2018 Capital Improvement Program with the City funding \$100,000. The remaining \$100,000 will be requested from Pinellas County through its Community Development Block Grant program.



City of Pinellas Park

Staff Report

File #: 17-050, **Version:** 1

Agenda Date: 2/9/2017

AUTHORIZATION FOR MAYOR TO SIGN A COOPERATIVE FUNDING AGREEMENT WITH THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT - Implementation of Stormwater Improvements at England Brothers Park

NOTE: The City of Pinellas Park proposed a project under the Southwest Florida Water Management District's Cooperative Funding Program and has been awarded \$384,062 in matching funds for the construction of Low Impact Development (LID) stormwater Best Management Practices (BMPs) to reduce pollutant loads to Channel 1. BMPs will be implemented within the limits of England Brothers Park. The Southwest Florida Water Management District's Cooperative Funding Agreement number is 17CF0000405 with an expiration date of 06/30/2018. This project is included in the City's Capital Improvement Program for FY 2016/17.

ACTION: (Approve - Deny) Authorization for the Mayor to sign the Southwest Florida Water Management District Cooperative Funding Agreement - Project No. N760.

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COOPERATIVE FUNDING AGREEMENT (Type 2)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF PINELLAS PARK
FOR
IMPLEMENTATION OF BMPS AT ENGLAND BROTHERS PARK (N760)

THIS COOPERATIVE FUNDING AGREEMENT (Agreement) is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and the CITY OF PINELLAS PARK, a municipal corporation of the State of Florida, whose address is 5141 78th Avenue North, Pinellas Park, Florida 33780-1100, hereinafter referred to as the "COOPERATOR."

WITNESSETH:

WHEREAS, the COOPERATOR proposed a project to the DISTRICT for funding consideration under the DISTRICT'S cooperative funding program; and

WHEREAS, the project consists of construction of stormwater improvement Low Impact Development (LID) Best Management Practices (BMPs) at England Brothers Park in Pinellas Park, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DISTRICT considers the resource benefits to be achieved by the PROJECT worthwhile and desires to assist the COOPERATOR in funding the PROJECT.

NOW THEREFORE, the DISTRICT and the COOPERATOR, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. PROJECT CONTACTS AND NOTICES.

Each party hereby designates the individual set forth below as its prime contact for matters relating to this Agreement. Notices and reports shall be sent to the attention of each party's prime contact as set forth herein by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth below. Notice is effective upon receipt.

Contract Manager for the DISTRICT:
Thomas LaRoue
Southwest Florida Water Management District
7601 Highway 301 North
Tampa, Florida 33637

Project Manager for the COOPERATOR:
Scott Pinheiro
City of Pinellas Park
6051 78th Avenue North
Pinellas Park, Florida 33781

Any changes to the above representatives or addresses must be provided to the other party in writing.

- 1.1 The DISTRICT'S Contract Manager is authorized to approve requests to extend a PROJECT task deadline set forth in this Agreement. Such approval must be in writing, explain the reason for the extension and be signed by the Contract Manager and his or her Bureau Chief, or Director if the Bureau Chief is the Contract Manager, unless the DISTRICT'S Signature Authority provides otherwise. The DISTRICT'S Signature Authority supersedes the approval requirements provided in this provision. The DISTRICT'S Contract Manager is not authorized to approve any time extension which will result in an increased cost to the DISTRICT or which will exceed the expiration date set forth in this Agreement.
- 1.2 The DISTRICT'S Contract Manager is authorized to adjust a line item amount of the PROJECT budget contained in the Project Plan attached hereto as an exhibit or, if applicable, the refined budget as set forth in Subparagraph 4 of the Funding Paragraph. The authorization must be in writing, explain the reason for the adjustment, and be signed by all appropriate DISTRICT staff in accordance with the DISTRICT'S Signature Authority. The DISTRICT'S Contract Manager is not authorized to make changes to the Scope of Work and is not authorized to approve any increase in the amounts set forth in the funding section of this Agreement.

2. SCOPE OF WORK.

Upon receipt of written notice to proceed from the DISTRICT, the COOPERATOR shall perform the services necessary to complete the PROJECT in accordance with the COOPERATOR'S Project Plan. Any changes to this Agreement, except as provided herein, must be mutually agreed to in a formal written amendment approved by the DISTRICT and the COOPERATOR prior to being performed by the COOPERATOR. The COOPERATOR shall be solely responsible for managing and controlling the PROJECT, both during and after construction and during and after the operation and maintenance of the PROJECT, including the hiring and supervising of any consultants or contractors it engages.

The parties agree that time is of the essence in the performance of each obligation under this Agreement.

3. FUNDING.

The parties anticipate that the total cost of the PROJECT will be Seven Hundred Sixty Eight Thousand One Hundred Twenty Five Dollars (\$768,125). The DISTRICT agrees to fund PROJECT costs up to Three Hundred Eighty Four Thousand Sixty Two Dollars (\$384,062), and shall have no obligation to pay any costs beyond this maximum amount.

The COOPERATOR agrees to provide all remaining funds necessary for the satisfactory completion of the PROJECT.

- 3.1 The DISTRICT'S performance and payment pursuant to this Agreement are contingent upon the DISTRICT'S Governing Board appropriating funds in its approved budget for the PROJECT in each fiscal year of this Agreement. The COOPERATOR'S payment of any financial obligation under this Agreement is subject to appropriation by the COOPERATOR'S Council of legally available funds.
- 3.2 The COOPERATOR shall pay PROJECT costs prior to requesting reimbursement from the DISTRICT. The DISTRICT shall reimburse the COOPERATOR for the DISTRICT'S share of allowable PROJECT costs in accordance with the PROJECT budget contained in the Project Plan. Reimbursement for expenditures of contingency funds is contingent upon approval by the DISTRICT. If a reimbursement request includes the expenditure of contingency funds, the COOPERATOR shall provide sufficient documentation to the DISTRICT to explain the basis of the expense. The DISTRICT shall not reimburse the COOPERATOR for any contingency funds that the DISTRICT determines, in its sole discretion, to be in excess of what was reasonably necessary to complete the PROJECT. The DISTRICT shall reimburse the COOPERATOR for fifty percent (50%) of all allowable costs in each DISTRICT approved invoice received from the COOPERATOR, but at no point in time shall the DISTRICT'S expenditure amounts under this Agreement exceed expenditures made by the COOPERATOR.
- 3.3 Unless otherwise stated in this Agreement, any federal, state, local or grant monies received by the COOPERATOR for this PROJECT shall be applied to equally reduce each party's share of PROJECT costs. The COOPERATOR shall provide the DISTRICT with written documentation detailing its allocation of any such funds appropriated for this PROJECT. This Subparagraph shall survive the expiration or termination of this Agreement.
- 3.4 The COOPERATOR may contract with consultant(s), contractor(s) or both to accomplish the PROJECT. The COOPERATOR must obtain the DISTRICT'S written approval prior to posting solicitations for consultants or contractors and prior to entering into agreements with consultants or contractors to ensure that costs to be reimbursed by the DISTRICT under those agreements are reasonable and allowable under this Agreement. The DISTRICT shall provide a written response to the COOPERATOR within fifteen (15) business days of receipt of the solicitation or agreement. Upon written DISTRICT approval, the budget amounts for the work set forth in such contract(s) shall refine the amounts set forth in the PROJECT budget and be incorporated herein by reference. The DISTRICT shall not reimburse the COOPERATOR for costs incurred under consultant and contractor agreements until the DISTRICT approvals required under this provision have been obtained.
- 3.5 Payment shall be made to the COOPERATOR within forty-five (45) days of receipt of an invoice with adequate supporting documentation to satisfy auditing purposes. Invoices shall be submitted to the DISTRICT every two (2) months electronically at invoices@WaterMatters.org, or at the following address:

Accounts Payable Section
Southwest Florida Water Management District
Post Office Box 15436
Brooksville, Florida 34604-5436

The above-referenced payment due date shall not apply to that portion of an invoice that includes contingency expenses. The DISTRICT agrees to reimburse the COOPERATOR for contingency expenses within a reasonable time to accommodate the process provided for in Subparagraph 2 of this Funding Paragraph.

In addition to sending an original invoice to the DISTRICT'S Accounts Payable Section as required above, copies of invoices may also be submitted to the DISTRICT'S Contract Manager in order to expedite the review process. Failure of the COOPERATOR to submit invoices to the DISTRICT in the manner provided herein shall relieve the DISTRICT of its obligation to pay within the aforementioned timeframe.

The DISTRICT makes payments electronically through the Automated Clearing House (ACH) process. The COOPERATOR agrees to complete the DISTRICT'S *Vendor Registration Form* and *Vendor Electronic Payment Authorization Form* to enable payments to be sent to COOPERATOR electronically. The forms may be downloaded from the DISTRICT'S website at www.watermatters.org under Business & Finance – Contracts and Procurement. Any questions regarding electronic payments may be directed to the DISTRICT'S Accounts Payable Lead at 352-796-7211, extension 4108.

- 3.6 If at any point during the progression of the PROJECT the DISTRICT determines that it is likely that the Measurable Benefit, as set forth in the Project Plan, will not be achieved, the DISTRICT shall provide the COOPERATOR with fifteen (15) days advance written notice that the DISTRICT shall withhold payments to the COOPERATOR until such time as the COOPERATOR demonstrates that the PROJECT shall achieve the required resource benefits, to provide the COOPERATOR with an opportunity to cure the deficiencies.

Furthermore, if at any point during the progression of the PROJECT, it is determined by the DISTRICT, in its sole discretion, that the Resource Benefit as set forth in the Project Plan may not be achieved, the DISTRICT may terminate this Agreement without any payment obligation. Such termination shall be effective ten (10) days following the COOPERATOR'S receipt of written notice from the DISTRICT.

- 3.7 Any travel expenses which may be authorized under this Agreement shall be paid in accordance with Section 112.061, Florida Statutes (F.S.) as may be amended from time to time. The DISTRICT shall not reimburse the COOPERATOR for any purpose not specifically identified in the Scope of Work Paragraph. Surcharges added to third party invoices are not considered an allowable cost under this Agreement. Costs associated with in-kind services provided by the COOPERATOR are not reimbursable by the DISTRICT and may not be included in the COOPERATOR'S share of funding contributions under this Agreement.

3.8 The DISTRICT has no obligation and shall not reimburse the COOPERATOR for any costs under this Agreement until the Notice to Proceed with construction has been issued to the COOPERATOR'S contractor.

3.9 Each COOPERATOR invoice must include the following certification, and the COOPERATOR hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

"I hereby certify that the costs requested for reimbursement and the COOPERATOR'S matching funds, as represented in this invoice, are directly related to the performance under the Implementation of BMPs at England Brothers Park (N760) agreement between the Southwest Florida Water Management District and City of Pinellas Park (Agreement No. 17CF0000405), are allowable, allocable, properly documented, and are in accordance with the approved project budget. This invoice includes \$___ of contingency expenses. The COOPERATOR has been allocated a total of \$___ in federal, state, local or grant monies for this PROJECT (not including DISTRICT funds) and \$___ has been allocated to this invoice, reducing the DISTRICT'S and COOPERATOR'S share to \$___ / \$___ respectively."

3.10 In the event any dispute or disagreement arises during the course of the PROJECT, including whether expenses are reimbursable under this Agreement, the COOPERATOR will continue to perform the PROJECT work in accordance with the Project Plan. The COOPERATOR is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the DISTRICT'S Contract Manager no later than ten (10) days after the precipitating event. If not resolved by the Contract Manager, in consultation with his or her Bureau Chief, within ten (10) days of receipt of notice, the dispute will be forwarded to the DISTRICT'S Assistant Executive Director. The DISTRICT'S Assistant Executive Director in consultation with the DISTRICT'S Office of General Counsel will issue the DISTRICT'S final determination. The COOPERATOR'S continuation of the PROJECT work as required under this provision shall not constitute a waiver or any legal remedy available to the COOPERATOR concerning the dispute.

4. COMPLETION DATES.

The COOPERATOR shall commence and complete the PROJECT and meet the task deadlines in accordance with the project schedule set forth in the Project Plan, including any extensions of time provided by the DISTRICT in accordance with Subparagraph 1 of the Project Contacts and Notices Paragraph. In the event of hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the COOPERATOR, the COOPERATOR'S obligations to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. When the COOPERATOR is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the DISTRICT written notice to that effect and shall resume performance no later than two (2) working days after the notice is delivered. The suspension of the

COOPERATOR'S obligations provided for in this provision shall be the COOPERATOR'S sole remedy for the delays set forth herein.

5. REPAYMENT.

- 5.1 The COOPERATOR shall repay the DISTRICT all funds the DISTRICT paid to the COOPERATOR under this Agreement, if: a) the COOPERATOR fails to complete the PROJECT in accordance with the terms and conditions of this Agreement, including failing to meet the Measurable Benefit; b) the DISTRICT determines, in its sole discretion and judgment, that the COOPERATOR has failed to maintain scheduled progress of the PROJECT thereby endangering the timely performance of this Agreement; c) the COOPERATOR fails to appropriate sufficient funds to meet the task deadlines, unless extended in accordance with Subparagraph 1 of the Project Contacts and Notices Paragraph; or d) a provision or provisions of this Agreement setting forth the requirements or expectations of a Measurable Benefit resulting from the PROJECT is held to be invalid, illegal or unenforceable during the term of this Agreement, including the duration of the operation and maintenance obligations set forth in this Agreement. Should any of the above conditions exist that require the COOPERATOR to repay the DISTRICT, this Agreement shall terminate in accordance with the procedure set forth in the Default Paragraph.
- 5.2 Notwithstanding the above, the parties acknowledge that if the PROJECT fails to meet the Measurable Benefit specified in this Agreement, the COOPERATOR may request the DISTRICT Governing Board to waive the repayment obligation, in whole or in part.
- 5.3 In the event the COOPERATOR is obligated to repay the DISTRICT under any provision of this Agreement, the COOPERATOR shall repay the DISTRICT within a reasonable time, as determined by the DISTRICT in its sole discretion.
- 5.4 The COOPERATOR shall pay the attorneys' fees and costs incurred by the DISTRICT, including appeals, as a result of COOPERATOR'S failure to repay the DISTRICT as required by this Agreement.
- 5.5 This Repayment Provision, including all subparagraphs, shall survive the expiration or termination of this Agreement.

6. OPERATION AND MAINTENANCE.

After construction is completed, the COOPERATOR shall operate, use and maintain the PROJECT for a minimum of twenty (20) years, in such a manner that the Measurable Benefit required under this Agreement is achieved. In the event the PROJECT is not operated, used and maintained in accordance with these requirements, the COOPERATOR shall repay the DISTRICT an amount of five percent (5%) of total DISTRICT monies contributed to the PROJECT for each year or a fraction thereof for the early termination of the PROJECT. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

- 6.1 Within thirty (30) days after construction is completed, the COOPERATOR shall provide the DISTRICT with construction record drawings, to include Resource Benefit calculations and methodology, signed and sealed by a professional engineer, certifying that the Measurable Benefit has been achieved. The COOPERATOR shall provide the DISTRICT with an operation and maintenance plan that ensures the Measurable Benefit will be maintained. Every two (2) years following the completion of the PROJECT, the COOPERATOR shall generate a report describing the operations and maintenance activities that took place during the reporting period that certifies that the Measurable Benefit set forth in the Project Plan has been maintained. The COOPERATOR'S obligation to generate reports shall continue until the expiration of the 20-year operation and maintenance period.
- 6.2 The DISTRICT retains the right to audit any certification and the COOPERATOR shall provide documentation as requested by the DISTRICT to support its certification that the specified Measurable Benefit has been maintained.
- 6.3 This Operation and Maintenance Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

7. CONTRACT PERIOD.

This Agreement shall be effective October 1, 2016 and shall remain in effect through June 30, 2018, or upon satisfactory completion of the PROJECT and subsequent reimbursement to the COOPERATOR, whichever occurs first, unless amended in writing by the parties. The COOPERATOR shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date of this Agreement.

8. PROJECT RECORDS AND DOCUMENTS.

Upon request by the DISTRICT, the COOPERATOR shall permit the DISTRICT to examine or audit all PROJECT related records and documents during or following completion of the PROJECT at no cost to the DISTRICT. Payments made to the COOPERATOR under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by either party, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. Each party shall maintain all such records and documents for at least three (3) years following completion of the PROJECT. Each party shall allow public access to PROJECT documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, F.S. Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party. This Paragraph shall survive the expiration or termination of this Agreement.

9. REPORTS.

- 9.1 The COOPERATOR shall provide the DISTRICT with a quarterly report describing the progress of the PROJECT tasks, adherence to the performance schedule and any developments affecting the PROJECT. The COOPERATOR shall promptly

advise the DISTRICT of issues that arise that may impact the successful and timely completion of the PROJECT. Quarterly reports shall be submitted to the DISTRICT'S Contract Manager no later than forty-five (45) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31.

- 9.2 Upon request by the DISTRICT, the COOPERATOR shall provide the DISTRICT with copies of all data, reports, models, studies, maps or other documents resulting from the PROJECT. Additionally, one (1) set, electronic and hardcopy, of any final reports must be submitted to the DISTRICT as Record and Library copies. This Subparagraph shall survive the expiration or termination of this Agreement.
- 9.3 The COOPERATOR shall provide the DISTRICT with the proposed final design, including supporting documentation and Resource Benefit calculations and methodology, for review by the DISTRICT in order for the DISTRICT to verify that the proposed design meets the requirements of the PROJECT as set forth in the Project Plan A professional engineer shall, at a minimum, sign and seal the proposed final design plans. The DISTRICT shall provide a written response to the COOPERATOR within ten (10) business days of receipt of the proposed design plans and supporting documentation either verifying the design plans appear to meet the requirements of the Agreement or stating its insufficiencies. The COOPERATOR shall not finalize the design or advertise the construction bid documents until the DISTRICT provides the required verification. The DISTRICT'S verification shall not constitute an approval of the design, or a representation or warranty that the DISTRICT has verified the architectural, engineering, mechanical, electrical, or other components of the construction bid documents or that such documents are in compliance with DISTRICT rules and regulations or any other applicable rules, regulations or law. The COOPERATOR shall require the design professional to warrant that the construction documents are adequate for bidding and construction of the PROJECT.
- 9.4 The COOPERATOR shall provide the data, reports and documents referenced in this provision at no cost to the DISTRICT.

10. RISK, LIABILITY, AND INDEMNITY.

- 10.1 To the extent permitted by Florida law, the COOPERATOR assumes all risks relating to the PROJECT and agrees to be solely liable for, and to indemnify and hold the DISTRICT harmless from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the design, construction, operation, maintenance or implementation of the PROJECT; provided, however, that the COOPERATOR shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the DISTRICT'S officers, employees, contractors and agents. The acceptance of the DISTRICT'S funding by the COOPERATOR does not in any way constitute an agency relationship between the DISTRICT and the COOPERATOR.

10.2 The COOPERATOR agrees to indemnify and hold the DISTRICT harmless, to the extent allowed under Section 768.28, F.S., from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the negligent acts or omissions of the COOPERATOR'S officers, employees, contractors and agents related to its performance under this Agreement.

10.3 This Risk, Liability and Indemnity Paragraph, including all subparagraphs, shall not be construed as a waiver of the COOPERATOR'S sovereign immunity or an extension of COOPERATOR'S liability beyond the limits established in Section 768.28, F.S. Additionally, this Risk, Liability and Indemnity Paragraph, including all subparagraphs, will not be construed to impose contractual liability on the COOPERATOR for underlying tort claims as described above beyond the limits specified in Section 768.28, F.S., nor be construed as consent by the COOPERATOR to be sued by third parties in any manner arising out of this Agreement.

10.4 Nothing in this Agreement shall be interpreted as a waiver of the DISTRICT'S sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the DISTRICT to be sued by third parties in any manner arising out of this Agreement.

10.5 This Risk, Liability and Indemnity Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

11. DEFAULT.

Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, including the failure to meet task deadlines established in this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. If a default cannot reasonably be cured in thirty (30) days, then the thirty (30) days may be extended at the non-defaulting party's discretion, if the defaulting party is pursuing a cure of the default with reasonable diligence. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

12. RELEASE OF INFORMATION.

The parties agree not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing notices or copies to the other party no later than three (3) business days prior to the interview or press release. This provision shall not be construed as preventing the parties from complying with the public records disclosure laws set forth in Chapter 119, F.S.

13. DISTRICT RECOGNITION.

The COOPERATOR shall recognize DISTRICT funding in any reports, models, studies, maps or other documents resulting from this Agreement, and the form of said recognition shall be subject to DISTRICT approval. If construction is involved, the COOPERATOR shall provide signage at the PROJECT site that recognizes funding for this PROJECT provided by the DISTRICT. All signage must meet with DISTRICT written approval as to form, content and location, and must be in accordance with local sign ordinances.

14. PERMITS AND REAL PROPERTY RIGHTS.

The COOPERATOR shall obtain all permits, local government approvals and all real property rights necessary to complete the PROJECT prior to commencing any construction involved in the PROJECT. The DISTRICT shall have no obligation to reimburse the COOPERATOR for any costs under this Agreement until the COOPERATOR has obtained all permits, approvals, and property rights necessary to accomplish the objectives of the PROJECT. In the event a permit, approval or property right is obtained but is subsequently subject to a legal challenge that results in an unreasonable delay or cancellation of the PROJECT as determined by the DISTRICT in its sole discretion, the COOPERATOR shall repay the DISTRICT all monies contributed to the PROJECT. This Paragraph shall survive the expiration or termination of this Agreement.

15. LAW COMPLIANCE.

The COOPERATOR shall comply with all applicable federal, state and local laws, rules, regulations and guidelines, including those of the DISTRICT, related to performance under this Agreement. If the PROJECT involves design services, the COOPERATOR'S professional designers and the DISTRICT'S regulation and projects staff shall meet regularly during the PROJECT design to discuss ways of ensuring that the final design for the proposed PROJECT technically complies with all applicable DISTRICT rules and regulations. However, the DISTRICT undertakes no duty to ensure compliance with such rules and regulations.

16. DIVERSITY IN CONTRACTING AND SUBCONTRACTING.

The DISTRICT is committed to supplier diversity in the performance of all contracts associated with DISTRICT cooperative funding projects. The DISTRICT requires the COOPERATOR to make good faith efforts to encourage the participation of minority owned and women owned and small business enterprises, both as prime contractors and subcontractors, in the performance of this Agreement, in accordance with applicable laws.

16.1 If requested, the DISTRICT shall assist the COOPERATOR by sharing information to help the COOPERATOR in ensuring that minority owned and woman owned and small businesses are afforded an opportunity to participate in the performance of this Agreement.

16.2 The COOPERATOR agrees to provide the DISTRICT with a report indicating all contractors and subcontractors who performed work in association with the PROJECT, the amount spent with each contractor or subcontractor, and to the extent

such information is known, whether each contractor or subcontractor was a minority owned or woman owned or small business enterprise. If no minority owned or woman owned or small business enterprises were used in the performance of this Agreement, then the report shall so indicate. The Minority/Women Owned and Small Business Utilization Report form is attached as an exhibit to this Agreement. The report is required upon final completion of the PROJECT prior to final payment, or within thirty (30) days of the execution of any amendment that increases PROJECT funding, for information up to the date of the amendment and prior to the disbursement of any additional funds by the DISTRICT.

17. ASSIGNMENT.

Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the PROJECT, without the prior written consent of the other party. Any attempted assignment in violation of this provision is void. This Paragraph shall survive the expiration or termination of this Agreement.

18. CONTRACTORS.

Nothing in this Agreement shall be construed to create, or be implied to create, any relationship between the DISTRICT and any consultant or contractor of the COOPERATOR.

19. THIRD PARTY BENEFICIARIES.

Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

20. LOBBYING PROHIBITION.

Pursuant to Section 216.347, F.S., the COOPERATOR is prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

21. PUBLIC ENTITY CRIMES.

Pursuant to Subsection 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. The COOPERATOR agrees to include this provision in all contracts issued as a result of this Agreement.

22. COMPENSATORY TREATMENT AND MITIGATION

This PROJECT shall not be used by the COOPERATOR or any other entity as compensatory water quality treatment or wetland mitigation or any other required mitigation due to impacts for any projects. The PROJECT shall not be used for WUP withdrawal credits. In the event the PROJECT is used for compensatory water quality treatment or mitigation or WUP withdrawal credits in violation of this Paragraph, the COOPERATOR shall repay the DISTRICT all funds the DISTRICT paid to the COOPERATOR under this Agreement. The PROJECT can be used for self-mitigation due to impacts specifically associated with the construction of the PROJECT. This Paragraph shall survive the expiration or termination of this Agreement.

23. GOVERNING LAW.

This Agreement is governed by Florida law and venue for resolving disputes under this Agreement shall be exclusively in Hernando County, Florida. This Paragraph shall survive the expiration or termination of this Agreement.

24. SEVERABILITY.

If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Notwithstanding the above, if a provision or provisions of this Agreement setting forth the requirements or expectations of a Measurable Benefit resulting from the PROJECT is held to be invalid, illegal or unenforceable during the term of this Agreement, this Agreement shall terminate in accordance with Subparagraph 1 of the Repayment Paragraph. This Paragraph shall survive the expiration or termination of this Agreement.

25. ENTIRE AGREEMENT.

This Agreement and the attached exhibit(s) listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.

26. DOCUMENTS.

The following document(s) is/are attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit "A," and then to Exhibit "B."

Exhibit "A" Project Plan

Exhibit "B" Minority/Women Owned and Small Business Utilization Report

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Amanda Rice, P. E. _____ Date
Assistant Executive Director

CITY OF PINELLAS PARK

By: _____
Sandra Bradbury _____ Date
Mayor

COOPERATIVE FUNDING AGREEMENT (Type 2)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF PINELLAS PARK
FOR
IMPLEMENTATION OF BMPS AT ENGLAND BROTHERS PARK (N760)

EXHIBIT "A"
PROJECT PLAN

PROJECT DESCRIPTION

The PROJECT is a cooperative funding project located within the City of Pinellas Park in Pinellas County. The PROJECT is intended to improve water quality discharged to Pinellas Park Water Management District (PPWMD) Channel 1.

The PROJECT includes the construction of Low Impact Development (LID) stormwater Best Management Practices (BMPs) to reduce pollutant loads to Channel 1, which flows into Cross Bayou. The drainage area includes approximately 42.5 acres of multi-family, residential single family homes and open lands. BMPs will be implemented within the limits of England Brothers Park. The general location of the PROJECT is shown on the attached map (Figure 1).

The COOPERATOR shall, separate to this Agreement and prior to implementation of the PROJECT, design the stormwater improvement LID BMPs, secure the necessary rights-of-way, easements and all necessary permits for construction.

RESOURCE BENEFIT

Removal of an estimated 12,660 lbs./yr. Total Suspended Solids (TSS) flowing into Channel 1 in Pinellas Park.

MEASURABLE BENEFIT

Construct LID BMPs to treat approximately 42.5 acres of watershed.

PROJECT TASKS

Key tasks to be performed by the COOPERATOR:

1. **BIDDING AND CONTRACT AWARD** – The COOPERATOR shall procure a contractor to implement the PROJECT based on the final design plans and approved permits in accordance with the procurement laws applicable to the COOPERATOR. Prior to bid advertisement, the COOPERATOR shall identify those bid items that are eligible for reimbursement from the DISTRICT.
2. **CONSTRUCTION** – The COOPERATOR shall construct the PROJECT in conformance with the final design plans, specifications and approved permits.
3. **CONSTRUCTION ENGINEERING AND INSPECTION (CEI)** – The COOPERATOR shall review all shop drawings, complete engineering inspections and monitor all phases of construction by means of survey, observations, and materials testing to give reasonable assurance that the construction work conforms to the permitted plans and design specifications. The COOPERATOR shall provide the DISTRICT with inspection documents and photographs.
4. **AS-BUILT SURVEY, RECORD DRAWINGS AND COMPLETION CERTIFICATION** – The COOPERATOR shall obtain and provide to the DISTRICT an As-Built Survey signed and

sealed and certified by a licensed Florida professional surveyor and mapper, the Record Drawings and a Certificate of Substantial Completion, signed and sealed by the professional engineer responsible for construction support, monitoring and inspection services. The COOPERATOR shall obtain the Resource Benefit calculations and methodology, signed and sealed by a professional engineer, following completion of construction.

5. OPERATION AND MAINTENANCE - The COOPERATOR shall provide for the operation and maintenance of the completed PROJECT to provide efficient pollutant removal and ensure the PROJECT functions in accordance with the final design plans, and conforms to all the conditions specified in the environmental permits issued for the PROJECT. The COOPERATOR shall be identified as the entity responsible for all operation and maintenance requirements in all permits issued for the PROJECT. The COOPERATOR shall prepare an Operation and Maintenance Plan detailing the inspection and maintenance activities to ensure optimum performance of the PROJECT improvements.

DELIVERABLES

- Quarterly status reports
- Minutes of kick-off, pre-application and progress meetings
- Design plans at proposed final design levels; include electronic and CAD
- Engineer's opinion of probable cost at proposed final design and final construction drawings
- Technical Specifications at proposed final design
- Proposed final design in the form of GIS shapefiles or geodatabase feature classes created with points, closed polylines, and polygons free of annotations that break line continuity, that shall include, but not be limited to, spot elevations of key site features (i.e. trees, poles, pipes, invert elevations, outfall structure control elevations and downstream inverts), planting plans, PROJECT footprint boundary, created contours, and drainage basin shapefile
- Copy of all required federal, state and local environmental permit application packages, requests for additional information, and final permit approvals
- Construction bid packages for cost approval, with reimbursable items identified (prior to posting)
- Copy of contract with contractor (for cost approval, prior to execution)
- Copy of executed contract with contractor
- Copy of Notice to Proceed to contractor
- Copy of construction permits
- Dated color (digital) photographs of the construction site prior to, during, and immediately following completion of construction
- Construction inspection reports
- As-Built Survey
- Construction record drawings
- Final Certificate of Substantial Completion
- Resource Benefit calculations and methodology
- One (1) set, electronic and hardcopy, of any final reports and data files
- Minority/Women Owned and Small Business Utilization Report
- Operation and Maintenance Plan
- Upon DISTRICT request, biennial Operation and Maintenance Report

SPATIAL REFERENCE, CAD AND GIS DELIVERABLE REQUIREMENTS

All survey and mapping services and deliverables shall be certified as meeting or exceeding, in quality and precision, the standards applicable for this work, as set forth in Chapter 472, F.S.

Horizontal Datum will be referenced to the Florida State Plane Coordinate System, West Zone (0902), Units US Survey Feet, North American Datum of 1983 (NAD83/2011) Current Adjustment including the most recent NSRS adjustment.

Vertical Datum will be referenced to the North American Vertical Datum of 1988 (NAVD 88), Units US Survey Feet, using the most recent geoid model to compute orthometric heights based on GPS derived ellipsoid heights.

Metadata must be provided for GIS deliverables and must be delivered in an ESRI ArcCatalog compatible XML format. Each data layer in the deliverable requires its own metadata XML file.

Metadata must be compliant with the Federal Geographic Data Committee's (FGDC) Content Standard for Spatial Metadata and current DISTRICT standards (*Metadata Writing Guide for Contractors*) which is located on the DISTRICT'S ftp website at: [http://ftp.swfwmd.state.fl.us/pub/gisdata/metadata stnds/](http://ftp.swfwmd.state.fl.us/pub/gisdata/metadata%20stnds/), file name ContractorsXML.zip), incorporated herein by reference. All feature classes must be checked for geometrical, topological, and attribute errors and corrected accordingly. All metadata must pass through the USGS metadata parser at <http://geo-nsdi.er.usgs.gov/validation/> with no errors.

PROJECT SCHEDULE

DESCRIPTION	COMMENCE	COMPLETE
Bidding & Contract Award	12/01/2016	01/15/2017
Construction and Construction Engineering & Inspection (CEI)	01/21/2017	11/31/2017
As-Built Survey, Record Drawings & Completion Certification	11/31/2017	12/31/2017

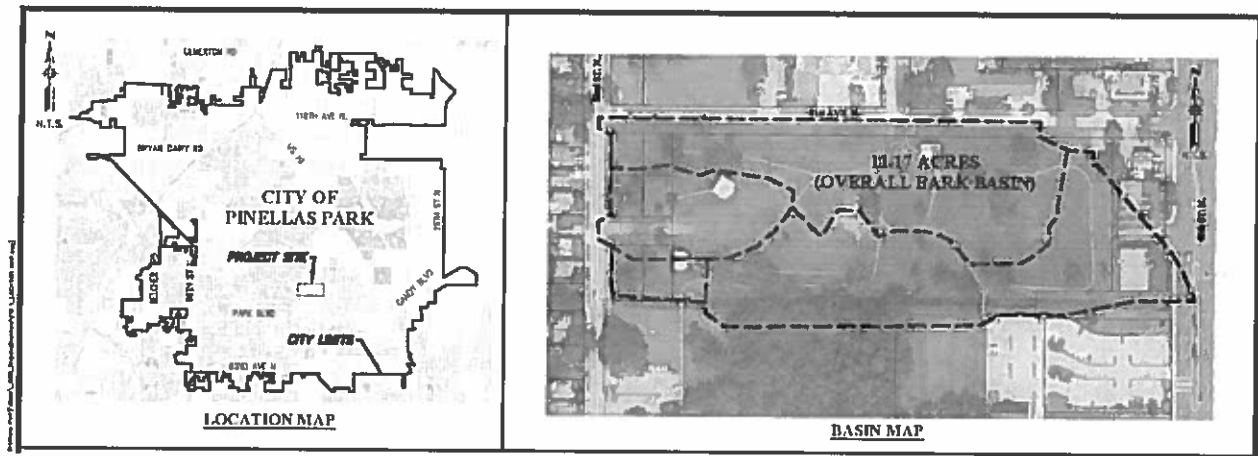
- Additional task deadlines contained in the performance schedules of the consultant and contractor contracts will be incorporated herein by reference.

PROJECT BUDGET

DESCRIPTION	DISTRICT	COOPERATOR	TOTAL
Construction	\$384,062.00	\$384,063.00	\$768,125.00
Construction Engineering & Inspection (CEI)	\$0	\$0	\$0
As-built Survey, Record Drawings & Completion Certification	\$0	\$0	\$0
TOTAL	\$384,062.00	\$384,063.00	\$768,125.00

- Reimbursement for expenditures of contingency funds is contingent upon DISTRICT approval in accordance with the Funding Paragraph in the Agreement. COOPERATOR must provide justification for the expenditure that will require documentation including, but not limited to, the purpose and necessity of the expenditure, the reason the expenditure was not included in the consultant or contractor agreement with the COOPERATOR, expenditure cost comparisons and justification of the cost.

PROJECT MAP: FIGURE 1



City of
PINELLAS PARK

5141 78TH AVE. - 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
(727) 323-0888 - Facsimile

January 16, 2017

Ms. Tammy Hillier
Community Planning Division
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #17-009
Cooperative Funding, SWFWMD and Pinellas Park, England Brothers Park

Dear Ms. Hillier:

I have received and reviewed the above referenced Agreement. According to the Agreement, the contract period will be until June 30, 2018 or upon satisfactory completion of the project and subsequent reimbursement to the City, whichever occurs first. However, the City may have a continuing obligation to report every two years to the District regarding the operations and maintenance activities that take place during the reporting period for 20 years after the completion of the project.

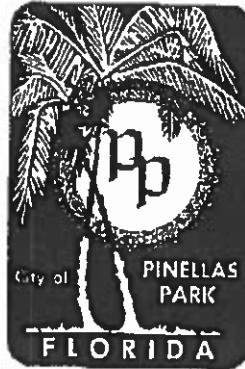
I also note that the venue for resolving disputes under this Agreement shall be exclusively in Hernando County, Florida. Typically, it is the City's policy that the venue for resolving disputes be Pinellas County, Florida. It would be a management decision as to whether the City would accept the venue under this Agreement to be exclusively in Hernando County, Florida.

I would otherwise approve of the Agreement as to form and correctness.

Very truly yours,

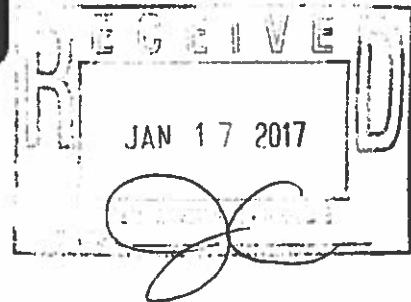

James W. Denhardt
City Attorney

cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Assistant City Manager
JWD/dh



FLORIDA

PHONE • (727) 541-0700
FAX • (727) 544-7448
SUNCOM • 969-1011



PRINTED ON RECYCLED PAPER



Tammy Hillier <thillier@pinellas-park.com>

RE: Project No. N760 City of Pinellas Park

1 message

Tammy G. Winton-Spearman <Tammy.Winton-Spearman@swfwmd.state.fl.us>

Wed, Jan 25, 2017 at 2:44 PM

To: Tammy Hillier <thillier@pinellas-park.com>

Cc: Erica Richards <Erica.Richards@swfwmd.state.fl.us>

Afternoon Tammy,

I see we have something in common ;-)

In response to your attorney:

- Per Subparagraph 6.3 of the Agreement, the City's ongoing operation and maintenance obligations survive the expiration or termination of the Agreement.
- Hernando County as the venue is standard in all of our CFAs.

Please feel free to contact our Sr. Attorney Erica Richards (813.985.7481 x 2139) if you need further clarification.

Thank you,

Tammy G. Winton-Spearman, CPPO, CPPB, FCCM

Senior Procurement Specialist

Finance Bureau/Procurement

Southwest Florida Water Management District

2379 Broad St.

Brooksville, FL 34604-6899

Phone: (352) 796-7211, Ext. 4146

Fax: (352)754-3497

TAMMY.WINTON-SPEARMAN@SWFWMD.STATE.FL.US

"The challenge of leadership is to be strong, but not rude; be kind, but not weak; be bold, but not bully; be thoughtful, but not lazy; be humble, but not timid; be proud, but not arrogant; have humor, but without folly."

— Jim Rohn

From: Tammy Hillier [mailto:thillier@pinellas-park.com]

Sent: Wednesday, January 25, 2017 9:10 AM

To: Tammy G. Winton-Spearman <Tammy.Winton-Spearman@swfwmd.state.fl.us>

Subject: Re: Project No. N760 City of Pinellas Park

Good morning, Tammy.

Thank you for taking the time to speak with me this morning. Attached is a letter from Pinellas Park's City Attorney, James Denhardt citing two concerns noted in Agreement No. 17CF0000405. Will you please address Mr. Denhardt's letter in writing so that I may move forward in getting the agreement signed?

Thank you much.

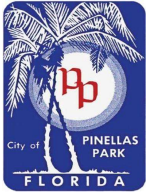
Respectfully,

Tammy L. Hillier, CPPT, GPA

Grants Writer/Coordinator

City of Pinellas Park

(727) 369-5614



City of Pinellas Park

Staff Report

File #: 17-038, **Version:** 1

Agenda Date: 2/9/2017

AUTHORIZATION FOR MAYOR TO SIGN AGREEMENT BETWEEN THE CITY OF PINELLAS PARK AND THE PINELLAS COUNTY HOMELESS LEADERSHIP BOARD, INC.

NOTE: The Pinellas County Homeless Leadership Board, Inc. is the administrative agency for the Pinellas County Homeless Leadership Network. The City of Pinellas Park has budgeted \$58,655 to contribute to the administrative costs of the agency during FY 2016-2017, renewing support initially granted in FY 2006-2007. The proposed Agreement establishes the terms and conditions of this funding and the authorized purposes of the funding.

ACTION: (Approve - Deny) Authorization for the Mayor to sign an Agreement between the City of Pinellas Park and the Pinellas County Homeless Leadership Board, Inc. for FY 2016-2017, providing for a grant amount of \$58,655.00 and establishing terms and conditions for such grant.

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AGREEMENT

THIS AGREEMENT ("Agreement") is made this _____ day of _____, 20__, between the City of Pinellas Park, Florida, a municipal corporation existing by and under the laws of the State of Florida, ("City") and the Pinellas County Homeless Leadership Board, Inc., a Florida non-profit corporation ("Agency"), with regard to the following matters.

WHEREAS, the City desires to utilize a portion of its available funds to assist organizations that provide services within the community; and

WHEREAS, the Agency is a voluntary, non-profit corporation which is open to the public and is dedicated to a valid public purpose; and

WHEREAS, the City recognizes that the Agency is providing an essential service within the community by providing support to homeless families, individuals, and unaccompanied youth and by serving as the local Collaborative Applicant and coordinating body for the U.S. Department of Housing and Urban Development Continuum of Care (CoC).

NOW, THEREFORE, the City and Agency covenant and agree as follows:

1. Grant of Funds: The City hereby grants the herein described funds to the Agency subject to the terms and conditions of this Agreement.

2. Program Plan and Program Budget: The Agency shall comply with all the terms and conditions of this Agreement, including but not limited to the Program Budget ("Budget"), which is attached hereto as Exhibit A and made part of this Agreement.

3. Grant Period: The term of this Agreement is from October 1, 2016 through September 30, 2017. Funds not expended by the end of the Term shall immediately revert to the City.

4. Financial Records and Reports: The Agency shall submit to the City an annual report detailing revenues and expenditures for the fiscal year ending September 30, 2017. This report shall be provided to the City within 30 days of the end of the grant term. Failure to provide the annual report within the time period required by this Agreement may cause the Agency to be ineligible to apply to the City for funds in subsequent years.

5. Funds and Expenditures:

(a) The City will fund the Agency in accordance with this Agreement and the Budget included herein as Attachment A.

(b) Disbursement of monies will be made upon signature by both parties of this Agreement.

(c) The total amount of funds disbursed by the City to the Agency shall not exceed \$58,655.00. Such funds shall be expended as outlined in this Agreement and the Budget.

6. Compliance with Laws: The Agency shall comply at all times with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Florida public records laws.

7. Reservation of Rights: In order to determine Agency's compliance with this Agreement, the City may at any reasonable time enter and inspect any premises used by the Agency under any part of the Plan funded under this Agreement. Such inspection may include, but shall not be limited to, review or analysis of the financial or service records of the Agency.

8. Termination of Contract for Cause:

(a) If, through any cause, the Agency shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Agency shall violate any of the covenants, conditions or stipulations of this Agreement, the City will thereupon have the right to immediately terminate this Agreement by giving notice to the Agency of such termination. Further, if the Agency uses any funds provided by this Agreement for any purpose or expense other than that authorized under this Agreement, the Agency shall repay such amount and be deemed to have waived the privilege of receiving additional funds under this Agreement.

(b) Notwithstanding the above, the Agency shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Agency.

(c) The City's liability and obligations to the Agency or any person alleging a claim pursuant to this Agreement or pursuant to the operation of a program provided by the herein described funds shall be limited solely to the amount and terms and conditions of this Agreement.

(d) Notice of termination will be deemed given and delivered as set forth in Paragraph 12 herein.

(e) If this Agreement is terminated by the City for any reason, the City may declare that the Agency is not eligible to receive funds in subsequent years.

9. Indemnification:

(a) The Agency shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including but not limited to costs, expenses and attorneys' fees at trial and on appeal and Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any person or persons, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

i. The performance of this Agreement (including changes and amendments hereto) by Agency, its employees, agents, representatives, contractors, subcontractors or volunteers; or

ii. The failure of Agency, its employees, agents, representatives, contractors, subcontractors or volunteers to comply and conform with any applicable Laws; or

iii. Any negligent act or omission of the Agency, its employees, agents, representatives, contractors, subcontractors or volunteers, whether or not such negligence is claimed to be either solely that of the Agency, its employees, agents, representatives, contractors, subcontractors or volunteers or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or

iv. Any reckless or intentional wrongful act or omission of the Agency, its employees, agents, representatives, contractors, subcontractors or volunteers.

(b) The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by the Agency pursuant to this Agreement or otherwise obtained by the Agency, and shall survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

10. Insurance:

(a) The Agency shall maintain insurance coverage for all risks inherent in the functions and aspects of its operation, as follows: General including Personal Liability \$1,000,000; and Workers' Compensation, in compliance with Florida statutes.

(b) All required insurance policies shall provide that the City shall be afforded at least thirty (30) days advance written notice in the event of cancellation, reduction or material change in any policy.

(c) Prior to the City's distribution of any funds pursuant to this Agreement, the Agency shall provide the City with a certificate of insurance on a standard ACCORD form reflecting all required coverage. At the City's request, the Agency shall provide copies of current policies with all applicable endorsements. The City reserves the right to request proof that the insurance premiums for the required policies have been paid.

11. Records, Reports and Inspection:

(a) The Agency shall maintain financial books, records, and accounting information related to the Plan and Budget. These books, records, and information shall comply with generally accepted accounting principles. The Agency shall provide an independent audit of such books, records and information by a Certified Public Accountant within ninety (90) days following the completion of the Term or upon request by the City, at no cost to the City, within ninety (90) days of such request. Except as otherwise authorized by the City, the Agency shall retain all such books, records and information for a minimum of three (3) years after the end of the Term.

(b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders and any other accounting documents pertaining in whole or in part to this Agreement, and all such documents shall be clearly identified and accessible.

(c) The Agency, at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data and information as the City may request.

(d) The Agency shall, at any reasonable time requested by the City and as often as the City may deem necessary, make available to the City for examination all of its books, records and information with respect to all matters covered by this Agreement and shall permit the City or its designated authorized representatives to audit and inspect all such books, records and information, including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

12. Notices: Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals or other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person to the authorized representative of the recipient provided below, upon the expiration of five (5) business days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the authorized representative of the recipient at the address provided below, or upon the date delivered by overnight courier (signature required) to the authorized representative of the recipient at the address provided below.

CITY OF PINELLAS PARK:

Debra A. Rose

Library and Cultural Affairs Administrator

City of Pinellas Park

6051 78th Avenue North

Pinellas Park, FL 33781

AGENCY:

Susan Myers, CEO

Pinellas County Homeless Leadership Board

647 1st Avenue North

St. Petersburg, FL 33701

13. Nondiscrimination: Agency, its employees, agents, representatives, contractors, subcontractors and volunteers shall not engage in any discrimination that is prohibited by any applicable Laws.

14. Funding Credit: The Agency agrees to identify the City of Pinellas Park as a funding agency in all printed, informational and promotional materials.

15. Assignment: The Agency shall not assign this Agreement without the prior written consent of the City. Any assignment of this Agreement contrary to this Paragraph 15 shall be void and shall confer no rights upon the assignee.

16. Due Authority: Each party to this Agreement represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity under the laws of the State of Florida, and (ii) all appropriate action has been taken so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.

17. Entire Agreement and Modification: This Agreement constitutes the entire agreement between the parties pertaining to the subject matter covered herein. No change to this Agreement will be valid unless made by a written amendment executed by the parties.

18. Severability: Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.

19. Survival: All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.

ATTEST:

CITY OF PINELLAS PARK, FLORIDA

Diane M. Corna, City Clerk

By: _____
Sandra L. Bradbury, Mayor

Approved as to Form and Correctness:

James W. Denhardt, City Attorney

WITNESSES (Agency):

AGENCY:

Sign: _____

By: _____

Print: _____

Print: _____

Sign: _____

Title: _____

Print: _____

Pinellas County Homeless Leadership Board, Inc.
Budget Overview: FY2017 Total Org Budget - FY17 P
October 2016 - September 2017

	<u>Total</u>
Revenue	
43300 Other Grants	
43318 HUD	284,184.00
43319 SVDP/SSVF	100,000.00
Total 43300 Other Grants	\$ 384,184.00
43400 Direct Public Support	
43410 Business Contributions	1,102.00
Total 43400 Direct Public Support	\$ 1,102.00
44410 Local Government Grants	
41411 City of St Petersburg	25,000.00
41412 City of Clearwater	25,000.00
41413 City of Largo	13,000.00
41414 Pinellas County	100,000.00
41415 City of Pinellas Park	58,655.00
41416 Juvenile Welfare Board	45,000.00
41417 City of Tarpon Springs	5,000.00
Total 44410 Local Government Grants	\$ 271,655.00
44420 State Contracts	
44413 DCF Funding	334,642.00
44414 TANF Funding	61,285.00
44419 Challenge Grant	213,384.00
Total 44420 State Contracts	\$ 609,311.00
Total Revenue	\$ 1,266,252.00
Gross Profit	\$ 1,266,252.00
Expenditures	
60700 PROGRAM EXPENSES	
60525 Cold Night Shelters	4,900.00
60600 Sub-Contractors	
60635 Challenge Grant Expenses	204,391.00
60640 Emergency Solutions Grant Expenses	221,813.00
62110 HMIS	30,000.00
72001 TANF	61,285.00
Total 60600 Sub-Contractors	\$ 517,489.00
60720 Annual PIT Survey	21,000.00
60725 Social Media	1,601.00
60730 Homeless Memorial Service	500.00
Total 60700 PROGRAM EXPENSES	\$ 545,490.00
62200 Professional Services	
62201 Audit	7,510.00
62202 Legal Fees	4,000.00
62204 Accounting Services	7,000.00

62235 Grant Writing/Consultant		15,118.00
Total 62200 Professional Services	\$	33,628.00
66000. PERSONNEL/BENEFIT EXPENSES		
66000-1 Salaries		501,580.00
66000-2 Payroll Taxes		40,086.00
66000-3 Health Benefit		62,822.00
66000.8 Payroll Services - Paychex		3,380.00
Total 66000. PERSONNEL/BENEFIT EXPENSES	\$	607,888.00
70000 OPERATIONAL		
70009 Office Equipment		11,772.00
70914 Telephone, Telecommunications		8,640.00
70917 Printing and Copying - FR		8,000.00
70923 Licenses Fees		500.00
70925 IT Support		9,000.00
70928 Postage, Mailing Service		1,000.00
70941 Office Supplies		4,614.00
70947 Insurance		2,600.00
70957 Local Travel		13,080.00
70960 Conference, Associated Travel		14,991.00
70972 Meeting Expenses		500.00
70980 Memberships and Subscriptions		3,566.00
75160 Misc. Fees & Charges		1,000.00
Total 70000 OPERATIONAL	\$	79,263.00
Total Expenditures	\$	1,266,249.00
Net Operating Revenue	\$	3.00
Net Revenue	\$	3.00

Saturday, Jan 07, 2017 11:01:57 AM GMT-8 - Accrual Basis

City of
PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100
PINELLAS PARK, FL 33780-1100

Please Respond To:

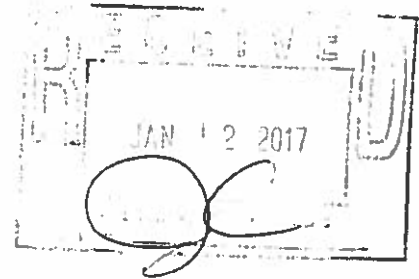
James W. Denhardt, City Attorney
Law Offices of James W. Denhardt
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile



FLORIDA

PHONE • (727) 541-0700
FAX • (727) 544-7448
SUNCOM • 866-1011

January 12, 2017



Dr. Debra Rose
Library & Cultural Affairs Administrator
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #17-007
Homeless Leadership Board Agreement for 2016-2017

Dear Dr. Rose:

I have received and reviewed the above-referenced Agreement. I would approve of the Agreement as to form and correctness.

Very truly yours,

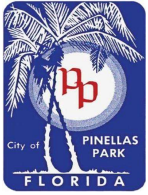
James W. Denhardt
City Attorney

cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Assistant City Manager

JWD/dh



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City of Pinellas Park

Staff Report

File #: 17-037, **Version:** 1

Agenda Date: 2/9/2017

RESIGNATION FROM CODE ENFORCEMENT BOARD - James Knowlton

NOTE: Mr. James Knowlton submitted his letter of resignation from the Code Enforcement Board effective January 3, 2017. Mr. Knowlton has served on the Code Enforcement Board since August 8, 2013 with the term to expire December 31, 2017.


ACTION: (Accept - Deny) With regret, the resignation of James Knowlton from the Code Enforcement Board, effective January 3, 2017.

January 3, 2017

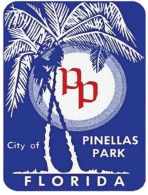
To the City of Pinellas Park and the Code Enforcement Board:

Due to health reasons, I am submitting this letter as my resignation from the Code Enforcement Board effective immediately. I very much appreciate the opportunity to serve on the Board over the past 2.5 years. I have learned so much, and have enjoyed serving with my fellow Board Members.

Sincerely,

for 
James Knowlton

(submitted in person to Susan Walker)



City of Pinellas Park

Staff Report

File #: 17-074, **Version:** 1

Agenda Date: 2/9/2017

RECEIPT OF RESIGNATION OF EQUESTRIAN BOARD MEMBER - Kathy Zach

NOTE: Kathy Zach has submitted her letter of resignation from the Equestrian Board effective immediately. Kathy Zach has served as a member of the board since June 10, 2010. She has been an active participant on the Board and her dedication will be missed greatly.

ACTION: (Approve - Deny) Resignation of Kathy Zach from the Equestrian Board with deep regret effective immediately.



Matt Bale <mbale@pinellas-park.com>

Kathy Zach Resignation

1 message

Kathy Zach <kdzach1@gmail.com>

Wed, Jan 18, 2017 at 6:41 PM

To: Matt Bale <mbale@pinellas-park.com>

Matt,

I'm resigning from the Equestrian board. I really enjoyed my tenure on the board these past years and I'm confident you will have no issue filling my vacant position with another Pinellas Park equestrian.

Please send my regards to the board members.

Respectfully submitted,

Kathy Zach