



City of Pinellas Park

City Council

Agenda

Thursday, October 12, 2017

7:30 PM

City Council Chambers

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

I. DECLARATIONS, PROCLAMATIONS AND PRESENTATIONS

PROCLAMATIONS

VIDEO PRESENTATIONS

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 September 21, 2017, as on file in the City Clerk's office.

III. PUBLIC HEARINGS

P1 ORDINANCE NO. 4041. AMENDING CHAPTER 17 (PENSIONS AND RETIREMENT) OF THE CODE OF ORDINANCES OF THE CITY OF PINELLAS PARK, FLORIDA, PINELLAS PARK FIREFIGHTERS' PENSION FUND.

PUBLIC HEARING SECOND AND FINAL READING

(Speaker - Lisa Hendrickson, Human Resources Administrator)

NOTE: This Ordinance amends Article III, Chapter 17 (Pensions and Retirement) relating to the Pinellas Park Firefighters' Pension Fund to meet the terms that are set forth in the collective bargaining agreement between the City of Pinellas Park and IAFF, Local 2193 effective 10/1/2017.

C5 on 9/21/17 Council agenda.

ACTION: (Pass - Deny) Ordinance No. 4041. Public hearing second and final reading.

Department: Human Resources

Reference Material: [City Attorney Letter, Ordinance](#)

- P2 **ORDINANCE NO. 4042.** AN ORDINANCE OF THE PINELLAS PARK CITY COUNCIL, AMENDING THE LAND DEVELOPMENT CODE OF THE CITY OF PINELLAS PARK, FLORIDA, BY AMENDING ARTICLE 15, ZONING, SECTION 18-1518.3(A) PERMITTED USES IN THE “CN” NEIGHBORHOOD COMMERCIAL DISTRICT, BY PROVIDING FOR THE ESTABLISHMENT OF MEDICAL MARIJUANA DISPENSARY; SECTION 18-1520.3(A) PERMITTED USES IN THE “B-1” GENERAL COMMERCIAL DISTRICT, BY PROVIDING FOR THE ESTABLISHMENT OF MEDICAL MARIJUANA DISPENSARY; AND, BY AMENDING SECTION 18-1521.3(A) PERMITTED USES IN THE “MXD” MIXED USE DISTRICT, BY PROVIDING FOR THE ESTABLISHMENT OF MEDICAL MARIJUANA DISPENSARY; AND, BY AMENDING SECTION 18-1522.3(A) PERMITTED USES IN THE “TC” TOWN CENTER DISTRICT, BY PROVIDING FOR THE ESTABLISHMENT OF MEDICAL MARIJUANA DISPENSARY; AND, BY AMENDING SECTION 18-1523 (A), PERMITTED USES IN THE “CH” HEAVY COMMERCIAL DISTRICT, PROVIDING FOR THE ESTABLISHMENT OF MEDICAL MARIJUANA DISPENSARY; AND, BY AMENDING SECTION 18-1524(A) PERMITTED USES IN THE “M-1” LIGHT INDUSTRIAL DISTRICT, PROVIDING FOR THE ESTABLISHMENT OF MEDICAL MARIJUANA DISPENSARY AND MEDICAL MARIJUANA TREATMENT CENTER (MANUFACTURING, PROCESSING, TESTING, PACKAGING); AND, BY AMENDING SECTION 18-1525(A), PERMITTED USES IN THE “IH” HEAVY INDUSTRIAL DISTRICT, PROVIDING FOR THE ESTABLISHMENT OF MEDICAL MARIJUANA DISPENSARY AS AN ACCESSORY USE TO A MEDICAL MARIJUANA TREATMENT CENTER (MANUFACTURING, PROCESSING, TESTING, PACKAGING), AND, BY AMENDING SECTION 18-1502.2, DEFINITIONS, PROVIDING OPERATIONAL DEFINITIONS FOR MEDICAL MARIJUANA DISPENSARY AND MEDICAL MARIJUANA TREATMENT CENTER; SUNSETTING PINELLAS PARK ORDINANCE NO. 3996 WHICH ENACTED A MORATORIUM PERTAINING TO MEDICAL MARIJUANA TREATMENT CENTERS IN THE CITY OF PINELLAS PARK, FLORIDA, AND SUNSETTING PINELLAS PARK ORDINANCE NO. 4018 WHICH AMENDED SUCH ORDINANCE; PROVIDING FOR THE INCLUSION OF SUCH AMENDED ORDINANCE IN THE CODE OF ORDINANCES OF THE CITY OF PINELLAS PARK, FLORIDA; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (LDC 2017-01)

FIRST READING AND FIRST PUBLIC HEARING
(Second and Final Public Hearing - October 26, 2017)

NOTE: The City Manager directed Zoning staff to prepare an ordinance to allow Medical Marijuana Treatment Centers (manufacture, processing, testing and distribution) in industrial districts and Medical

Marijuana Dispensaries in zoning districts that allow retail uses (pharmacies have historically been permitted as retail establishments). At its meeting of September 14, 2017, the Planning and Zoning Commission recommended to APPROVE case no. LDC 2017-1.

ACTION: (Pass - Deny) Ordinance No. 4042. First reading and first public hearing.

Department: Community Development

Reference Material: [LDC 2017-1 backup](#)

IV. CONSENT AGENDA

- C1 RESOLUTION NO. 17-29. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, FLORIDA, AUTHORIZING THE MAYOR TO SIGN INTO A LOCAL AGENCY PROGRAM AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, FOR THE CONSTRUCTION AND CONSTRUCTION ENGINEERING INSPECTION SERVICES ACTIVITIES OF 70TH AVENUE, NORTH FROM U.S. 19 (SR 55) TO CYPRESS TERRACE, PROVIDING FOR COMPLIANCE WITH THE STATE'S LOCAL AGENCY PROGRAM POLICIES; PROVIDING FOR AN EFFECTIVE DATE.**

FIRST AND FINAL READING

NOTE: The purpose of this agreement is to provide for the Florida Department of Transportation's participation in the construction and Construction Engineering Inspection (CEI) Services activities of 70th Avenue, North from U.S. 19 (SR 55) to Cypress Terrace Local Agency Program (LAP). The project consists of construction of a westbound left turn lane at the intersection of U.S. 19/SR55 and 70th Avenue, North, reconstruction of sidewalks, modifications to drainage and signals, and replacement of pavement markings. Construction activities must be completed by September 5, 2018.

The total federal award for this project is \$333,244.00. Total FY 2018 federal funding will not exceed \$309,994.00 for construction (FPN: 437808 1 58 01); and \$23,250.00 for CEI (FPN 437808 1 68 01). Expenses incurred exceeding these amounts will be allocated from the City's FY 2017 - 2018 budget.

ACTION: (Adopt - Deny) Resolution No. 17-29.

Department: Community Development

Reference Material: [LAP resolution, agreement, conceptual site plan, attorney letter](#)

C2 RECEIPT OF RESIGNATION FROM THE PLANNING AND ZONING COMMISSION - Mr. William DeLong

NOTE: Mr. William DeLong submitted his resignation from the Planning and Zoning Commission to the Zoning Director on September 25, 2017. Mr. DeLong was appointed to the Planning and Zoning Commission in 1991 and his current term is set to expire on July 28, 2019.

ACTION: (Accept - Deny) With regret, the resignation of Mr. DeLong from the Planning and Zoning Commission.

Department: Community Development

Reference Material: [DeLong resignation](#)

C3 AUTHORIZATION TO FUND ADVANCED POLICE TRAINING FROM THE CONFISCATED PROPERTY FUND

NOTE: If approved, eight employees will attend and participate in the SWAT Round-Up International Competition 2017. This training and competition will be hosted by the Orange County Sheriff's Office from November 12th through November 17th, 2017. This event combines education, training seminars, and head to head competition into one major event. Thirty-five years ago, SWAT Round-Up International began as a means to provide a forum for the exchange of ideas among law enforcement agencies. SWAT Round-up has evolved into an international showcase for tactical teams from across the United States and Europe. The primary focus of SWAT Round-Up International continues to be the training of SWAT team members.

The training and education program is an extremely vital part of the SWAT Round-Up International experience. In the past, training topics generally include addressing homeland security, crowd management and law enforcement response to terrorism. Numerous other applicable courses for tactical teams are also available. Nationally renowned instructors participate in the training and education offered during this six day symposium. This training experience brings experts together from all over the country to train our team members. This unique opportunity provides lessons learned from actual case studies or prior incidents. The training also provides an opportunity for our team members to become familiar with new and innovative tactics that other teams have found to be successful. The competition also encourages our team members to maintain peak physical condition. The competition aspect of SWAT Round-Up evaluates performance under stress and promotes team innovation and problem solving. If approved, eight of our SWAT team members will attend the SWAT Round-Up International Competition. The cost of this training, inclusive of entry fee, ammunition, hotel accommodations and per diem, is \$6,786.

Pursuant to Florida Statute 932.704(3) (a), this is to certify that this proposed expenditure complies with the State - required provisions for the expenditure of these funds.

ACTION: (Approve - Deny) Authorization to fund advanced police training for police employees from the Confiscated Property Fund Balance to Confiscated Property Fund Operating Account 104-212-5-536-02 in the amount of \$6,786.

Department: Police

Reference Material: [registration, training agenda](#)

C4 AUTHORIZATION FOR MAYOR TO SIGN AN AGREEMENT FOR LATENT PRINT SERVICES, FORENSIC SCIENCE SERVICES, EVIDENCE AND PROPERTY SERVICE AND STORAGE - Pinellas County Sheriff's Office

NOTE: This contract revises and replaces the contract previously entered into between the City of Pinellas Park and the Pinellas County Sheriff's Office, dated October 1, 2016.

ACTION: (Approve - Deny) Authorization for the Mayor to sign the agreement for Crime Scene Services Agreement with Bob Gualtieri, as Sheriff of Pinellas County. This Agreement shall commence October 1, 2017 and will conclude September 30, 2018, for the minimum sum of \$184,485.40 to be charged to the appropriate account.

Department: Police

Reference Material: [attorney letter, hr letter, contract](#)

C5 APPOINTMENT TO THE PARKS AND RECREATION BOARD - Shannon Harner

NOTE: One teen vacancy is available on the Parks and Recreation Advisory Board. The Parks and Recreation Advisory Board has interviewed Ms. Shannon Harner for the position. The Parks and Recreation Advisory Board recommends Council to approve the appointment of Ms. Shannon Harner effective October 12, 2017 with a term to expire October 31, 2018.

ACTION: (Approve - Deny) The appointment of Shannon Harner to the Parks and Recreation Advisory Board for a term effective October 12, 2017 with a term to expire October 31, 2018.

Department: Public Works

Reference Material: [Rec Board Minutes 8.26.17 Unapproved](#)

C6 APPOINTMENT TO THE PARKS AND RECREATION BOARD - Neil Kummerer and Jamie Tomlin

NOTE: Two equestrian positions are available on the Parks and Recreation Advisory Board. The Parks and Recreation Advisory Board recommends Council to approve the appointment of Mr. Neil Kummerer and Ms. Jamie Tomlin effective October 12, 2017 with a term to expire December 31,

2017.

ACTION: (Approve - Deny) The appointment of Neil Kummerer and Jamie Tomlin to the Parks and Recreation Advisory Board for a term effective October 12, 2017 with a term to expire December 31, 2017.

Department: Public Works

Reference Material: [Rec Board Minutes 8.26.17 Unapproved](#)

C7 REVOCATION OF APPOINTMENT TO THE RECREATION BOARD - Sandy Tidd

NOTE: At the November 10, 2016 council meeting, Ms. Sandy Tidd was reappointed to the Recreation Board effective January 1, 2017, with a term to expire December 31, 2018. Ms. Tidd has been unable to attend meetings since this reappointment. The Recreation Board recommends the revocation of the appointment of Ms. Sandy Tidd to the Recreation Board.

ACTION: (Accept - Deny) Revocation of appointment of Sandy Tidd to the Recreation Board.

Department: Public Works

Reference Material: [Rec Board Minutes 6.26.17 Unapproved](#)

C8 AUTHORIZATION FOR NEGOTIATIONS - RFP 17/022 - CONTINUING SERVICES - CONSTRUCTION, ENGINEERING & INSPECTION

NOTE: The Evaluation Committee, in accordance with Resolution 15-12 has reviewed the proposals submitted and recommends four consultants in the following order: 1) Cardno, Inc., 2) H2R Corp., 3) DRMP, Inc. and 4) JMT, Inc. Upon Council's recommendation and authorization, the City Manager will negotiate competitively with the most qualified firm; and should he fail to reach an agreement, he will then negotiate with the remaining firms in order of preference, in accordance with Section 287.055, Florida Statutes.

ACTION: (Approve - Deny) Authorization for City Manager to negotiate with the firms recommended by the Evaluation Committee, in order of preference as recommended, for 1) Cardno, Inc., 2) H2R Corp., 3) DRMP, Inc. and 4) JMT, Inc.

Department: Public Works

Reference Material: [RFP 17022 - FINAL RATING CEI](#)

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.

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OCTOBER

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1 Orchestra Concert Performing Arts Center	2	3	4	5 Succoth Begins	6 German American Society Oktoberfest	7 German American Society Oktoberfest
8	9 Columbus Day (obsvd)	10 7:30 PM Council Workshop	11 Pancake Breakfast Senior Center Sacred Heart Fall Festival Succoth Ends	12 Sacred Heart Fall Festival 7:00 PM Agenda Session 7:30 PM Council Meeting	13 German American Society Oktoberfest Sacred Heart Fall Festival	14 German American Society Oktoberfest Sacred Heart Fall Festival
15 Sacred Heart Fall Festival	16 National Boss Day	17 Organ Concert City Auditorium	18	19	20	21 BBQ Cook-Off & Rodeo
22	23	24 7:00 PM CRA 7:30 PM Council Workshop	25	26 7:00 PM Agenda Session 7:30 PM Council Meeting	27	28 5K Fun Run Fourth Saturday Art Walk
29	30	31 Halloween “Treats You Can Trust” Treat Trail England Brothers Park			<div>SEPTEMBER</div> <div>S M T W T F S</div> <div>1 2</div> <div>3 4 5 6 7 8 9</div> <div>10 11 12 13 14 15 16</div> <div>17 18 19 20 21 22 23</div> <div>24 25 26 27 28 29 30</div>	<div>NOVEMBER</div> <div>S M T W T F S</div> <div>1 2 3 4</div> <div>5 6 7 8 9 10 11</div> <div>12 13 14 15 16 17 18</div> <div>19 20 21 22 23 24 25</div> <div>26 27 28 29 30</div>

NOVEMBER

SUNDAY								MONDAY								TUESDAY								WEDNESDAY								THURSDAY								FRIDAY								SATURDAY							
OCTOBER								DECEMBER																1								2								3								4							
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Daylight Saving Time Ends Orchestra Concert Performing Arts Center																General Election Day 7:00 PM CRA 7:30 PM Council Workshop								Pancake Breakfast Senior Center								7:00 PM Agenda Session 7:30 PM Council Meeting								Veterans Day Holiday City Offices & Library Closed								Veterans Day							
12								13								14								15								16								17								18							
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19								20								21								22								23								24								25							
																Organ Concert City Auditorium 7:00 PM Agenda Session 7:30 PM Council Meeting																Brush Site Closed No Trash Pick-Up Thanksgiving Day City Offices & Library Closed								Thanksgiving Holiday City Offices & Library Closed								Fourth Saturday Art Walk							
26								27								28								29								30																							



City of Pinellas Park

Staff Report

File #: 17-211, **Version:** 1

Agenda Date: 10/12/2017

ORDINANCE NO. 4041. AMENDING CHAPTER 17 (PENSIONS AND RETIREMENT) OF THE CODE OF ORDINANCES OF THE CITY OF PINELLAS PARK, FLORIDA, PINELLAS PARK FIREFIGHTERS' PENSION FUND.

PUBLIC HEARING SECOND AND FINAL READING

(Speaker - Lisa Hendrickson, Human Resources Administrator)

NOTE: This Ordinance amends Article III, Chapter 17 (Pensions and Retirement) relating to the Pinellas Park Firefighters' Pension Fund to meet the terms that are set forth in the collective bargaining agreement between the City of Pinellas Park and IAFF, Local 2193 effective 10/1/2017.

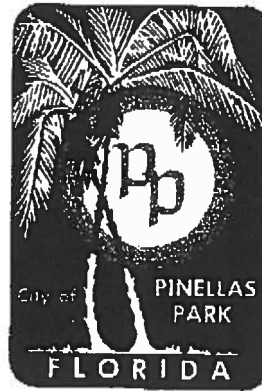
C5 on 9/21/17 Council agenda.

ACTION: (Pass - Deny) Ordinance No. 4041. Public hearing second and final reading.

City of

PINELLAS PARK

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

**FLORIDA**

PHONE • (727) 369-0700
FAX • (727) 544-7448

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

August 30, 2017

Ms. Cheryl Laser
Human Resources Division
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #17-208
Fire Pension Ordinance

Dear Ms. Laser:

I have received and reviewed the above-referenced ordinance. 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
Lisa Hendrickson, Human Resources Administrator
Matt Pruitt, Human Resources Director

JWD/dh



PRINTED ON RECYCLED PAPER

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PINELLAS, FLORIDA, AMENDING ARTICLE III OF CHAPTER 17 (PENSIONS AND RETIREMENT) OF THE CODE OF ORDINANCES OF THE CITY OF PINELLAS PARK, FLORIDA, RELATING TO THE PINELLAS PARK FIREFIGHTERS' PENSION FUND BY AMENDING SECTION 17-328 "FIREFIGHTERS DEFERRED RETIREMENT OPTION PROGRAM (DROP)" TO PROVIDE FOR MEMBERS ENTERING DROP ON OR AFTER OCTOBER 1, 2017 INTEREST EQUAL TO THE INVESTMENT RETURN EXPERIENCED BY THE FUND WITH CERTAIN PARAMETERS; PROVIDING FOR THE INCLUSION OF SUCH AMENDED ORDINANCE IN THE CODE OF ORDINANCES; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING FOR A RETROACTIVE EFFECTIVE DATE.

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

SECTION ONE: That Chapter 17 (Pensions and Retirement) of the Code of Ordinances of the City of Pinellas Park, Florida, is hereby amended by amending Section 17-328 "Firefighters Deferred Retirement Option Program (DROP)" so that said Section 17-328 shall hereafter be and read as follows:

Sec. 17-328. - Firefighters Deferred Retirement Option Program (DROP).

Subject to the provisions of this Section, the Firefighters Deferred Retirement Option Program, hereinafter referred to as the DROP, is an option under which an eligible Member may elect to have the Member's Pension benefits calculated as of a date certain prior to Retirement and accumulate benefits plus the investment return pursuant to this Section during the DROP calculation period. Participation in the DROP does not guarantee employment with the City during any period of time, including the DROP calculation period as defined in this Section.

- (A) *Eligibility.* In order to be eligible for the DROP option, the Member must meet the following eligibility criteria:

1. A Firefighter Member must make the enrollment election either: (i) on or after age fifty-five (55), provided such Member shall then have a minimum of ten (10) years of Creditable Service as a Firefighter; or (ii) any time between obtaining a minimum of twenty-five (25) and a maximum of thirty (30) years of Creditable Service as a Firefighter. For the purposes of determining eligibility in the DROP for Dual Service Employees, refer to Section 17-310. Those Firefighters who as of ~~the date of enactment of this DROP~~ April 27, 2000, the date of the initial enactment of DROP are beyond the dates allowed for election into the DROP, but are otherwise eligible for election into the DROP, shall have until June 2, 2000, to make the election to enroll into the DROP.
2. The Member must meet all eligibility requirements for Normal Retirement benefits, other than separation from service as a Firefighter.
3. Upon electing to participate in the DROP, the Member shall submit on forms required by the City and the Board of Trustees:
 - (a) An irrevocable written election to participate in the DROP, specifying a DROP benefit beginning calculation date which shall be the first day of a pay period. This DROP benefit beginning calculation date is used to determine the DROP calculation period which commences on the DROP benefit beginning calculation date and ends on the earlier of the expiration of the Member's participation eligibility period as outlined elsewhere in this Section or the Member's separation from service as a Firefighter or death;
 - (b) An irrevocable notice of employment termination as a Firefighter to take effect upon the expiration of the DROP calculation period; provided that a DROP participant shall not be precluded from voluntarily terminating employment with the City before the expiration of the DROP calculation period, nor shall the City be precluded from terminating such DROP participant's employment as applicable due to

disciplinary action, layoff, or other separation in accordance with the applicable collective bargaining agreement, civil service law, or other applicable law;

(c) Any other information required by the Board of Trustees.

4. A Member may only make one (1) DROP election in this plan during the Member's lifetime.
5. The maximum lengths of the DROP calculation period are set forth hereafter.

(B) *Status.* For Pension purposes only:

1. During the DROP calculation period, there shall be no Pension contribution deductions made from the earnings, wages, salary, or compensation earned by the DROP participant.
2. Upon entry into the DROP, a DROP participant shall no longer be entitled to Pension disability benefits pursuant to Section 17-311 or Pension death benefits pursuant to Section 17-314.
3. Death benefits under the DROP. Upon the death of a DROP participant, the named Beneficiary or Beneficiaries shall be entitled to receive the benefits accumulated during the DROP calculation period as of the date of death. After the death of such DROP participant, Pension benefits shall be paid as required by Sections 17-309, 17-313 and 17-318. Eligibility to participate in the DROP terminates upon the death of such DROP participant.
4. A DROP participant shall not be eligible to serve as an elected Member on the Board of Trustees. Any elected Member of the Board of Trustees who elects to participate in the DROP shall serve as a de facto Trustee until a replacement is elected in a special election.

(C) *Benefits under the DROP.*

1. A DROP participant's monthly Pension benefits pursuant to Sections 17-309 and 17-313, and the effective date of the participant's Retirement, shall

be determined based upon the effective date of the participant's DROP benefit beginning calculation date.

2. The DROP accumulation shall be calculated as follows:

- (a) The amount of the monthly benefits the Member would have been entitled to receive from the DROP benefit beginning calculation date to the end of the Member's DROP calculation period.
- (b) The amount of any cost of living adjustments pursuant to Section 17-318 during the DROP benefit calculation period.
- (c) Interest accumulation as set forth in this Section.

3. At the conclusion of the Member's DROP benefit calculation period, the Board of Trustees shall distribute the Member's benefits, subject to the following provisions:

- (a) The Board of Trustees shall receive verification by the City that such DROP participant's employment as a Firefighter has terminated.
- (b) A terminated DROP participant or, if deceased, such participant's named Beneficiary or Beneficiaries, shall elect on forms provided by the Board of Trustees to receive the DROP benefits in accordance with one (1) of the options provided in subsection (E)1. Once a DROP participant terminates employment, no further interest shall be payable to the DROP participant. For a DROP participant or Beneficiary who fails to elect a method of payment within sixty (60) days of termination of DROP participation, the Board of Trustees will pay a lump sum as provided hereafter.

(D) *Administrative costs.* Administrative costs, if any, shall be determined and approved by the Board of Trustees.

(E) *Payment.*

1. Within ninety (90) days after the end of a calendar quarter following the separation of a Member as a Firefighter, the balance in the Member's DROP account payable at the option of the terminated DROP participant, or if deceased, such participant's designated Beneficiary or Beneficiaries, shall be distributed, to the extent allowed by law, by rollover to another qualified plan, as a lump sum payment, or as a combination of both, as provided by rules and regulations adopted by the Board of Trustees, provided that such distribution may be adjusted by City Council to maintain Internal Revenue Code qualification of the Pinellas Park Firefighters' Pension Fund.
2. If a DROP participant dies during the DROP calculation period, or on or before the DROP participants' full DROP accumulation is distributed, any remaining DROP accumulation shall be distributed to the DROP participant's designated Beneficiary or Beneficiaries, or, if there is no surviving designated Beneficiary, to the participant's spouse, or if there is no surviving designated Beneficiary and no surviving spouse, to the participant's estate. Any such payment shall be made in a lump sum payment, unless the participant had already commenced benefit payment of their DROP accumulation in an optional plan. In such an event, benefits shall continue to be paid pursuant to the optional benefit form selected. A DROP participant's survivors are not eligible for Pension death benefits, pursuant to Section 17-314
3. The form of distribution elected by a DROP participant or surviving Beneficiary must comply with the applicable requirements of the Internal Revenue Code.
4. The accumulated benefits of any DROP participant, including any interest thereon, shall not be subject to assignment, garnishment, execution, attachment, or to any legal process whatsoever, except income deduction orders as provided in F.S. § 61.1301, and federal income tax levies.

5. Upon death or termination from employment as a Firefighter, a DROP participant's other Pension benefits payable pursuant to Sections 17-309, 17-313 and 17-318 shall be paid in accordance with the requirements of those Sections.
- (F) The Pension benefits of a DROP participant as calculated in accordance with Sections 17-309, 17-313 and 17-318 are to be maintained in the Pinellas Park Firefighters' Pension Fund for investment. The DROP account will be an account in a bookkeeping sense only until separation from employment as a Firefighter and payout of the account.
- (G) *Administration of program.* The Board of Trustees shall make such rules as are necessary for the effective and efficient administration of this Section, provided that such rules are not inconsistent with the terms of any collective bargaining agreement entered into by the City and the certified bargaining agents for Firefighters concerning the DROP. The Board of Trustees shall not be required to advise Members of the Federal tax consequences of an election related to the DROP, but may advise Members to seek independent advice. Notwithstanding any other provision of this Section to the contrary, any provision of this Section shall be construed and administered in such manner that such program will qualify as a qualified governmental Pension plan under existing or hereafter enacted provisions of the Internal Revenue Code of the United States, and City Council may adopt any rule necessary to accomplish the purpose of this Section as is necessary to retain tax qualification.
- (H) Funds are not transferrable from the Pinellas Park Firefighters' Pension Fund into any other investment vehicle during the DROP calculation period for any Employee.
- (I) *Deferred Retirement Option Program (DROP) participants as of June 30, 2005:*
1. An Employee who is a DROP participant as of June 30, 2005, shall have a one-time election to: (a) continue having his or her DROP balance debited or credited, as the case may be, in an amount equal to the investment return experienced by the Pinellas Park Firefighters' Pension Fund, such returns to be

computed quarterly; or (b) effective July 1, 2005, earn a fixed rate of return of six (6) percent simple interest, such return to be credited annually on each September 30, provided however, if a DROP participant separates from service prior to any September 30 while in DROP, his or her DROP balance will be credited with a prorated fixed annual rate of return for the period beginning on the October 1 preceding separation from service and ending on the date of separation from service.

2. Prior to July 1, 2005, the Board of Trustees shall provide: (a) a written notice of the right to elect either option described above in subsection (I)1., above; and (b) an election form to each Employee who is a DROP participant on June 30, 2005.
3. An Employee who is a DROP participant as of June 30, 2005, must make the election described in subsection (I)1., above, no later than July 15, 2005. A DROP participant makes the election by returning a completed election form to the Board of Trustees.
4. An Employee who is a DROP participant as of June 30, 2005, who does not make a timely election to earn a fixed rate of return on his or her DROP balance shall be "deemed" to have elected to continue to have his or her DROP balance debited or credited, as the case may be, in an amount equal to the return experienced by the Pinellas Park Firefighters' Pension Fund, such returns to be computed quarterly.
5. Once a DROP participant makes the election described in the preceding subsections, he or she may not change the election during the remaining period of the Employee's participation in the DROP.
6. If an Employee who is a DROP participant as of June 30, 2005, elects to have fixed earnings attributed to his DROP balance, then such election will apply prospectively. The Board of Trustees will determine the DROP participant's balance as of June 30, 2005, and then shall credit earnings as provided in subsection (I) 1.

(J) Deferred Retirement Option Program (DROP) entrants on or after July 1, 2005 but prior to December 28, 2011:

1. An Employee who enters the DROP on or after July 1, 2005 but prior to December 28, 2011, shall have an election to: (a) have his or her DROP balance debited or credited, as the case may be, in an amount equal to the investment return experienced by the Pinellas Park Firefighters' Pension Fund, such returns to be computed quarterly; or (b) earn a fixed rate of return of six (6) percent simple interest, such return to be computed annually as of September 30 while in the DROP, provided however, if a DROP participant separates from service prior to any September 30, his or her DROP balance will be credited with a prorated fixed annual rate of return for the period beginning on the October 1 preceding separation from service and ending on the date of separation from service (unless it is the first year of DROP participation in which interest shall be credited based upon length of participation in the DROP).
2. The Employee's election of an option as set forth in subsection (J) 1. above, shall be made prior to the Employee's entry into DROP and may not be changed during the period of the Employee's participation in the DROP.
3. The Board of Trustees shall provide: (a) a written notice of the right to elect either option described above in subsection (J)1., above; and (b) an election form to each eligible Employee.

(K) *Deferred Retirement Option Program (DROP) entrants on or after July 1, 2005 but prior to December 28, 2011:*

1. May enter the DROP on attaining eligibility for Normal Retirement, as set forth in Chapter 17, City Code of Ordinances, and prior to attaining thirty-five (35) years of Creditable Service.
2. May remain in the DROP for five (5) years of DROP service or until attaining a total of thirty-five (35) years of combined DROP service and Creditable Service, whichever comes first.

(L) *Deferred Retirement Option Program (DROP) entrants on or after December 28, 2011 but prior to January 1, 2014:*

1. May enter the DROP upon attaining eligibility for Normal Retirement, as set forth in Chapter 17, City Code of Ordinances, and prior to attaining thirty-five (35) years of Creditable Service.
 2. May remain in the DROP for two (2) years of DROP service or until attaining a total of thirty-five (35) years of combined DROP service and Creditable Service, whichever comes first.
 3. An Employee who enters DROP on or after December 28, 2011 but prior to January 1, 2014 shall have his or her DROP balance adjusted quarterly by an amount equal to the positive or negative return experienced by the Pinellas Park Firefighters' Pension Fund after expenses. However, the maximum positive quarterly return shall be .75 percent (.75%) and there shall be no limit on the maximum negative quarterly return (loss).
- (M) *Eligibility.* Members who are eligible for Normal Retirement prior to December 28, 2011, shall be eligible to participate in the DROP pursuant to subsections (J) and (K) above.
- (N) *Deferred Retirement Option Program (DROP) entrants on or after January 1, 2014 but prior to October 1, 2017 who are not subject to and governed by subsection (M):*
1. May enter the DROP upon attaining eligibility for Normal Retirement, as set forth in Chapter 17, City Code of Ordinances, and prior to attaining thirty-five (35) years of Creditable Service.
 2. May remain in the DROP for three (3) years of DROP service or until attaining a total of thirty-five (35) years of combined DROP service and Creditable Service, whichever comes first.
 3. An Employee who enters DROP on or after January 1, 2014 shall have his or her DROP balance adjusted quarterly by an amount equal to the positive or negative return experienced by the Pinellas Park Firefighters' Pension Fund after expenses. However, the maximum positive quarterly return shall be .75 percent (.75%) and the maximum negative quarterly return shall be .75 (.75%).

(O) Deferred Retirement Option Program (DROP) entrants on or after October 1, 2017:

1. May enter the DROP upon attaining eligibility for Normal Retirement, as set forth in Chapter 17, City Code of Ordinances, and prior to attaining thirty-five (35) years of Creditable Service.
2. May remain in the DROP for three (3) years of DROP service or until attaining a total of thirty-five (35) years of combined DROP service and Creditable Service, whichever comes first.
3. An Employee who enters DROP on or after October 1, 2017 shall have his or her DROP balance adjusted quarterly by an amount equal to the positive or negative return experienced by the Pinellas Park Firefighters' Pension Fund after administrative costs. However, the maximum positive quarterly return shall be one percent (1.00%) and the maximum negative quarterly return shall be one percent (1.00%).

(P) Eligibility. Members who are eligible for Normal Retirement:

1. On or after December 28, 2011 but prior to January 1, 2014, shall be eligible to elect DROP participation under subsection (L), subsection (N), or subsection (O).
2. On or after January 1, 2014 but prior to October 1, 2017, shall be eligible to elect DROP participation under subsection (N) or subsection (O).

SECTION TWO: 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 THREE: It is the intention of the City Council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of Pinellas Park, Florida, and the publisher of the Code of Ordinances may renumber, reclassify or otherwise insert this ordinance in an appropriate place to accomplish such intention.

SECTION FOUR: That this Ordinance shall be in full force and effect retroactively to October 1, 2017 immediately after its passage and approval in the manner provided by law.

PUBLISHED THE _____ DAY OF _____, 2017.

FIRST READING _____ DAY OF _____, 2017.

PUBLIC HEARING THE _____ DAY OF _____, 2017.

ADOPTED THIS _____ DAY OF _____, 2017.

AYES:

NAYS:

ABSENT:

ABSTAIN:

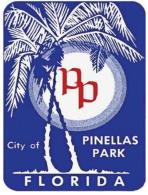
APPROVED THIS _____ DAY OF _____, 2017.

Sandra L. Bradbury
MAYOR

ATTEST:

Diane M. Corna, MMC
CITY CLERK

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City of Pinellas Park

Staff Report

File #: 17-225, Version: 1

Agenda Date: 10/12/2017

ORDINANCE NO. 4042. AN ORDINANCE OF THE PINELLAS PARK CITY COUNCIL, AMENDING THE LAND DEVELOPMENT CODE OF THE CITY OF PINELLAS PARK, FLORIDA, BY AMENDING ARTICLE 15, ZONING, SECTION 18-1518.3(A) PERMITTED USES IN THE “CN” NEIGHBORHOOD COMMERCIAL DISTRICT, BY PROVIDING FOR THE ESTABLISHMENT OF MEDICAL MARIJUANA DISPENSARY; SECTION 18-1520.3(A) PERMITTED USES IN THE “B-1” GENERAL COMMERCIAL DISTRICT, BY PROVIDING FOR THE ESTABLISHMENT OF MEDICAL MARIJUANA DISPENSARY; AND, BY AMENDING SECTION 18-1521.3(A) PERMITTED USES IN THE “MXD” MIXED USE DISTRICT, BY PROVIDING FOR THE ESTABLISHMENT OF MEDICAL MARIJUANA DISPENSARY; AND, BY AMENDING SECTION 18-1522.3(A) PERMITTED USES IN THE “TC” TOWN CENTER DISTRICT, BY PROVIDING FOR THE ESTABLISHMENT OF MEDICAL MARIJUANA DISPENSARY; AND, BY AMENDING SECTION 18-1523 (A), PERMITTED USES IN THE “CH” HEAVY COMMERCIAL DISTRICT, PROVIDING FOR THE ESTABLISHMENT OF MEDICAL MARIJUANA DISPENSARY; AND, BY AMENDING SECTION 18-1524(A) PERMITTED USES IN THE “M-1” LIGHT INDUSTRIAL DISTRICT, PROVIDING FOR THE ESTABLISHMENT OF MEDICAL MARIJUANA DISPENSARY AND MEDICAL MARIJUANA TREATMENT CENTER (MANUFACTURING, PROCESSING, TESTING, PACKAGING); AND, BY AMENDING SECTION 18-1525(A), PERMITTED USES IN THE “IH” HEAVY INDUSTRIAL DISTRICT, PROVIDING FOR THE ESTABLISHMENT OF MEDICAL MARIJUANA DISPENSARY AS AN ACCESSORY USE TO A MEDICAL MARIJUANA TREATMENT CENTER (MANUFACTURING, PROCESSING, TESTING, PACKAGING), AND, BY AMENDING SECTION 18-1502.2, DEFINITIONS, PROVIDING OPERATIONAL DEFINITIONS FOR MEDICAL MARIJUANA DISPENSARY AND MEDICAL MARIJUANA TREATMENT CENTER; SUNSETTING PINELLAS PARK ORDINANCE NO. 3996 WHICH ENACTED A MORATORIUM PERTAINING TO MEDICAL MARIJUANA TREATMENT CENTERS IN THE CITY OF PINELLAS PARK, FLORIDA, AND SUNSETTING PINELLAS PARK ORDINANCE NO. 4018 WHICH AMENDED SUCH ORDINANCE; PROVIDING FOR THE INCLUSION OF SUCH AMENDED ORDINANCE IN THE CODE OF ORDINANCES OF THE CITY OF PINELLAS PARK, FLORIDA; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (LDC 2017-01)

FIRST READING AND FIRST PUBLIC HEARING

(Second and Final Public Hearing - October 26, 2017)

NOTE: The City Manager directed Zoning staff to prepare an ordinance to allow Medical Marijuana Treatment Centers (manufacture, processing, testing and distribution) in industrial districts and Medical Marijuana Dispensaries in zoning districts that allow retail uses (pharmacies have historically been permitted as retail establishments). At its meeting of September 14, 2017, the Planning and Zoning Commission recommended to APPROVE case no. LDC 2017-1.

ACTION: (Pass - Deny) Ordinance No. 4042. First reading and first public hearing.

Memorandum

To: City Council

Thru: Patrick Murphy, CPM
Community Development Administrator/Asst. City Manager

From: Dean R. Neal, AICP
Zoning Director

Subject: LDC 2017-1 Medical Marijuana

Date: October 12, 2017

Present Situation:

In 2016 Florida voters approved a constitutional amendment to allow for the compassionate use of medical marijuana by qualifying patients (s.29, Article X of the State Constitution). On June 23, the Governor signed and thus enacted Chapter 2017-232 Laws of Florida to regulate the manufacture, testing, packaging and distribution of medical marijuana. The ability of local governments to regulate land use related to this product was largely preempted. Local governments could outright prohibit the location of Medical Marijuana Treatment Centers (MMTCs) within their jurisdictional boundaries or allow them in the same manner that pharmacies are permitted, provided any such location would be five hundred (500) feet from elementary, middle or high schools.

Proposal:

The City Manager directed Zoning staff to prepare an ordinance to allow Medical Marijuana Treatment Centers (manufacture, processing, testing and distribution) in industrial districts and Medical Marijuana Dispensaries in zoning districts that allow retail uses (pharmacies have historically been permitted as retail establishments.)

Advantages:

The City will allow the establishment of medical marijuana businesses consistent with the Florida Constitution and Law in order to satisfy the demand for such products by its residents.

Disadvantages:

None perceived by staff.

ORDINANCE NO. _____

AN ORDINANCE OF THE PINELLAS PARK CITY COUNCIL, AMENDING THE LAND DEVELOPMENT CODE OF THE CITY OF PINELLAS PARK, FLORIDA, BY AMENDING ARTICLE 15, ZONING, SECTION 18-1518.3(A) PERMITTED USES IN THE "CN" NEIGHBORHOOD COMMERCIAL DISTRICT, BY PROVIDING FOR THE ESTABLISHMENT OF MEDICAL MARIJUANA DISPENSARY; SECTION 18-1520.3(A) PERMITTED USES IN THE "B-1" GENERAL COMMERCIAL DISTRICT, BY PROVIDING FOR THE ESTABLISHMENT OF MEDICAL MARIJUANA DISPENSARY; AND, BY AMENDING SECTION 18-1521.3(A) PERMITTED USES IN THE "MXD" MIXED USE DISTRICT, BY PROVIDING FOR THE ESTABLISHMENT OF MEDICAL MARIJUANA DISPENSARY; AND, BY AMENDING SECTION 18-1522.3(A) PERMITTED USES IN THE "TC" TOWN CENTER DISTRICT, BY PROVIDING FOR THE ESTABLISHMENT OF MEDICAL MARIJUANA DISPENSARY; AND, BY AMENDING SECTION 18-1523 (A), PERMITTED USES IN THE "CH" HEAVY COMMERCIAL DISTRICT, PROVIDING FOR THE ESTABLISHMENT OF MEDICAL MARIJUANA DISPENSARY; AND, BY AMENDING SECTION 18-1524(A), PERMITTED USES IN THE "M-1" LIGHT INDUSTRIAL DISTRICT, PROVIDING FOR THE ESTABLISHMENT OF MEDICAL MARIJUANA DISPENSARY AND MEDICAL MARIJUANA TREATMENT CENTER (MANUFACTURING, PROCESSING, TESTING, PACKAGING); AND, BY AMENDING SECTION 18-1525(A), PERMITTED USES IN THE "IH" HEAVY INDUSTRIAL DISTRICT, PROVIDING FOR THE ESTABLISHMENT OF MEDICAL MARIJUANA DISPENSARY AS AN ACCESSORY USE TO A MEDICAL MARIJUANA TREATMENT CENTER (MANUFACTURING, PROCESSING, TESTING, PACKAGING), AND, BY AMENDING SECTION 18-1502.2, DEFINITIONS, PROVIDING OPERATIONAL DEFINITIONS FOR MEDICAL MARIJUANA DISPENSARY AND MEDICAL MARIJUANA TREATMENT CENTER; SUNSETTING PINELLAS PARK ORDINANCE NO. 3996 WHICH ENACTED A MORATORIUM PERTAINING TO MEDICAL MARIJUANA TREATMENT CENTERS IN THE CITY OF PINELLAS PARK, FLORIDA, AND SUNSETTING PINELLAS PARK ORDINANCE NO. 4018 WHICH AMENDED SUCH ORDINANCE; PROVIDING FOR THE INCLUSION OF SUCH AMENDED ORDINANCE IN THE CODE OF ORDINANCES OF THE CITY OF PINELLAS PARK, FLORIDA; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (LDC 2017-01)

WHEREAS, A CONSTITUTIONAL AMENDMENT, THE FLORIDA MEDICAL MARIJUANA LEGALIZATION INITIATIVE, COMMONLY KNOWN AND REFERRED TO AS CONSTITUTIONAL AMENDMENT 2, WAS APPROVED IN THE 2016 GENERAL ELECTION AND CODIFIED AS CHAPTER 2017-232 LAWS OF FLORIDA; AND

WHEREAS, THE AMENDMENT PROVIDES FOR THE AVAILABILITY AND SAFE USE OF MEDICAL MARIJUANA BY QUALIFYING PATIENTS, AND

WHEREAS, THE LEGISLATURE PREEMPTED LOCAL GOVERNMENT'S ABILITY TO CONTROL THE SITING OF MEDICAL MARIJUANA TREATMENT CENTERS AND DISPENSARIES BY STIPULATING THAT MEDICAL MARIJUANA DISPENSARIES MUST BE PERMITTED IN THE SAME MANNER AS PHARMACIES, PROVIDED THAT SAID DISPENSARIES ARE LOCATED A MINIMUM OF FIVE HUNDRED (500) FEET FROM ELEMENTARY, MIDDLE AND HIGH SCHOOLS; AND

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

SECTION ONE: That Section 18-1502.2 Definitions, is hereby amended by adding the following terms:

Medical Marijuana Dispensary - An establishment/business licensed to dispense Medical Marijuana pursuant to applicable law and rules and that is engaged in the retail sale of Cannabis products and derivatives. Medical Marijuana shall have the same meaning as provided in Section 381.986(1)(f) F.S.

Medical Marijuana Treatment Center - (MMTC) means an entity that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfers, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to qualifying patients or their caregivers and is registered by the Department of Health.

The publisher of this Code is instructed to insert the above terms in its proper alphabetical order.

SECTION TWO: That Section 18-1518, "CN" Neighborhood Commercial District, of the Land Development Code of the City of Pinellas Park, Florida, is hereby amended by amending Section 18-1520.3 (A) Permitted Uses, so that said section shall be and read as follows:

(A) PERMITTED USES.

1. Accessory Uses, subject to Section 18-1530, "Accessory Use and Supplementary District Regulations."
2. Community Association.
3. Convenience Stores with alcoholic beverage sales limited to beer and wine for off-premise consumption only, excludes the sale of gasoline).
4. Delicatessens (alcoholic beverage sales limited to beer and wine for off-premise consumption only).
5. Electric Power Distribution Substations (Subject to Section 18-1530.24).
6. Light Printing Establishments.
7. Medical Marijuana Dispensary
- ~~7~~8. Offices.
- ~~8~~9. Personal Services.
- ~~9~~10. Repair Services.
- ~~10~~11. Retail Sales (alcoholic beverage sales limited to beer and wine for off-premise consumption only) (such as floor covering stores, grocery stores, appliance stores, florists, etc.).
- ~~11~~12. Security guard/Caretaker residence.

SECTION THREE: That Section 18-1520, "B-1" General Commercial District, of the Land Development Code of the City of Pinellas Park, Florida, is hereby amended by amending Section 18-1520.3 (A) Permitted Uses, so that said section shall be and read as follows:

(A) PERMITTED USES.

1. Accessory Uses, subject to Section 18-1530, "Accessory Use and Supplementary District Regulations," including home occupations.
2. Any other similar type service or commercial establishment similar to a use not specifically permitted herein.
3. Art Gallery, (CRD only).
4. Art Studio, (CRD only).
5. Auction rooms, (CG and CRD only).
6. Automobile Service Station, (CG and CRD only).

7. Automotive Repair Facility (minor), (CG and CRD only).
8. Boat Showrooms, excluding outdoor sales or storage, (CG and CRD only).
9. Building Material and Home Improvement Establishments, where all storage of materials is within an enclosed building, (CG and CRD only).
10. Car Washes, (CG and CRD only).
11. Catering Establishments, (CG, CRD and R/O/R only).
12. Child Care Center, Type I, in RM, R/OG, R/O/R, or CRD.
13. Clothing and Costume Rental Establishments, (CG and CRD only).
14. Clubs and Lodges, (CG and CRD only).
15. Community Residential Home (six (6) or fewer residents), in R/OG, R/O/R, or CRD, subject to Section 18-1530.19, "Community Residential Homes."
16. Contractor's Offices and Shops, where no fabricating is done on the premises and where all storage of all materials and equipment is within an enclosed building, (CG and CRD only).
17. Convenience Stores, (CG and CRD only).
18. Delicatessens (alcoholic beverage sales limited to beer and wine for off-premise consumption only), (R/O/R, CG and CRD only).
19. Dwellings, Single-family Detached, in R/OG, R/O/R, or CRD.
20. Dwellings, Multi-family, at a maximum density of fifteen (15.0) units per acre in CG, CRD, R/OG or RM.
21. Dwellings, Multi-family, at a maximum density of 18 units per acre in R/O/R.
22. Dwellings, Multi-family, at a maximum density of twenty-four (24.0) units per acre in CG and CRD, (subject to regulations in Section 18-1520.2).
23. Electrical Power Distribution substations, (Subject to Section 18-1530.24).
24. Financial Institutions, (CG and CRD only).
25. Furrier Shops, including the storage and conditioning of furs, (CG and CRD only).
26. Health Spas, (R/O/R, CRD, CG and RFH only).
27. Home Health Care Service Agencies, (R/OG, R/O/R, CRD and CG only).

28. Hotels and Motels, not to exceed thirty (30) units per net acre in R/O/R, forty (40) units per net acre in CG or CRD and fifty (50) units per net acre in RFH, (also see Section 18-1503.17 for alternative densities).
29. Laboratories, Medical and Dental, (R/O/R, CRD and CG only).
30. Light Machinery Sales, Rental, and Service, when conducted wholly within an enclosed building, (CG and CRD only).
31. Light Printing Establishments, (CG and CRD only).
32. Live/Work Units, (in CRD only).
33. Medical Marijuana Dispensary
- ~~33~~4. Mortuaries and Funeral Homes (excluding crematories), CG and CRD only).
- ~~34~~5. Office Supply Stores, (CG and CRD only).
- ~~35~~6. Offices, (R/OG, R/O/R, CG and CRD only).
- ~~36~~7. Off-street parking lots and parking garages, (May not exceed three (3) acres in R/O/R or R/OG).
- ~~37~~8. Personal Services, (such as barber shops, beauty shops, dry cleaners, etc.), (R/O/R, RFH, CG and CRD only).
- ~~38~~9. Photograph Developing and Processing Shops, (CG and CRD only).
- ~~39~~40. Place of Worship.
- ~~40~~1. Printing or Publishing Establishments, including bookbinding, (CG and CRD only).
- ~~41~~2. Public Educational Facilities, when assigned R/OG, R/O/R or CRD land use.
- ~~42~~3. Radio and Television Broadcasting Stations, (CG and CRD only).
- ~~43~~4. Recreation and Games Establishments, Indoor, (R/O/R, CG and CRD only).
- ~~44~~5. Repair Services, (CG and CRD only).
- ~~45~~6. Research and Development, (R/OG, R/O/R, CG and CRD only).
- ~~46~~7. Restaurants, except drive-thru (see (B) Conditional Uses for drive-thru), (R/O/R, CG and CRD only). Sit down restaurants as accessory use only in RFH.
- ~~47~~8. Retail Sales, (not permitted in R/OG or RM), (accessory in RFH).

- 489. Schools of Non-Academic Curriculum, (R/OG, R/O/R, CG and CRD only).
- 4950. Schools, Trade (limited to business, medical and personal services), (R/OG, R/O/R, CG and CRD only).
- 501. Security Guard/Caretaker Dwelling unit as an accessory use, (single-family attached only).
- 512. Theaters, (CG and CRD only).
- 523. Wholesale Merchandise broker, offices, or showrooms; with wholesale storage space limited to six thousand (6,000) square feet of gross floor area per establishment and no outdoor storage, (CG and CRD only).

SECTION FOUR: That Section 18-1521, "MXD" Mixed Use District, of the Land Development Code of the City of Pinellas Park, Florida, is hereby amended by amending Section 18-1521.3 (A) Permitted Uses, so that said section shall be and read as follows:

(A) PERMITTED USES.

- 1. Accessory uses, subject to regulations in Section 18-1530, "Accessory Use and Supplementary District Regulations."
- 2. Bakery Shops.
- 3. Book Stores.
- 4. Business Services.
- 5. Catering Establishments.
- 6. Clothing and Apparel Sales and Rentals.
- 7. Community Facilities.
- 8. Day Care Center, Types I, II and III.
- 9. Delicatessens.
- 10. Drug Stores.
- 11. Dwellings, Duplex.
- 12. Dwellings, Single-Family Attached.
- 13. Dwellings, Single-Family Detached.
- 14. Dwellings, Multiple-Family.

15. Electric Power Distribution Substations (Subject to Section 18-1530.24).
16. Financial Institutions.
17. Florists.
18. Galleries, Art.
19. Health Spas.
20. Home Occupations, subject to regulations in Section 18-1530.12, "Regulations for Home Occupations."
21. Hotels, Motels.
22. Light Printing Establishment.
23. Mixed Residential and Commercial Uses.
24. Medical Marijuana Dispensary
245. Mortuaries, Excluding Crematory.
256. Offices.
267. Off-Street Parking Lots and Parking Garages, other than accessory to a permitted or conditional use.
278. Outdoor Cafes.
289. Personal Services.
2930. Places of Worship.
301. Public Educational Facilities.
312. Recording Studios.
323. Recreation and Games Establishments, Indoor.
334. Restaurants, Including Accessory Micro-Brewery.
345. Educational Institutions (Elementary, Middle and Senior).
356. Schools of Non-Academic Curriculum.
367. Schools, Trade (Limited to Business, Medical and Personal Services).
378. Specialty and Gift Shops.
389. Studios, Television, and Radio Broadcast (excluding towers).
3940. Theaters.
401. Tobacco and Newsstands.
412. Video Sales and Rentals.

SECTION FIVE: That Section 18-1522, "TC" Town Center District, of the Land Development Code of the City of Pinellas Park, Florida, is hereby amended by amending Section 18-1522.3 (A) Permitted Uses, so that said section shall be and read as follows:

(A) PERMITTED USES.

1. Accessory uses, subject to Section 18-1530, "Accessory Use and Supplementary District Regulations", including home occupations.
2. Bakery Shops.
3. Book Stores.
4. Catering Establishments.
5. Clothing and Apparel Sales and Rental.
6. Community Facilities.
7. Community Residential Home (six (6) or fewer residents), subject to Section 18-1530.19, "Community Residential Homes."
8. Community Residential Home (seven (7) to fourteen (14) residents), subject to Section 18-1530.19, "Community Residential Homes."
9. Day Care Center, Types I, II and III.
10. Delicatessens.
11. Department Stores.
12. Drug Stores.
13. Dwellings, Multi-Family.
14. Dwellings, Single-family Attached.
15. Electric Power Distribution Substations (Subject to Section 18-1530.24).
16. Financial Institutions.
17. Florists.
18. Galleries, Art.
19. Health Spas.
20. Hotels, Motels (fifty (50) units per acre).
21. Light Printing Establishment.

- 22. Medical Marijuana Dispensary
- ~~23~~3. Mixed Residential and Commercial Uses.
- ~~24~~4. Offices.
- ~~24~~5. Off-Street Parking Lots and Parking Garages, other than accessory to a permitted or conditional use.
- ~~25~~6. Outdoor Cafes.
- ~~26~~7. Personal Services.
- ~~27~~8. Places of Worship.
- ~~28~~9. Public Educational Facilities and Educational Institutions (elementary, middle and senior).
- ~~29~~30. Recording Studios.
- ~~30~~1. Recreation and Games Establishments, Indoor.
- ~~31~~2. Restaurants, including accessory Micro-Brewery.
- ~~32~~3. Schools of Non-Academic Curriculum.
- ~~33~~4. Schools, Trade (limited to business, medical and personal services).
- ~~34~~5. Specialty and Gift Shops.
- ~~35~~6. Studios, Television and Radio Broadcast (excluding towers).
- ~~36~~7. Supermarkets.
- ~~37~~8. Theaters.
- ~~38~~9. Tobacco and Newsstands.
- ~~39~~40. Video Sales and Rentals.

SECTION SIX: That Section 18-1523, "CH" Heavy Commercial District, of the Land Development Code of the City of Pinellas Park, Florida, is hereby amended by amending Section 18-1523.3 (A) Permitted Uses, so that said section shall be and read as follows:

(A) PERMITTED USES.

- 1. Armored Car Terminal Facilities.
- 2. Auction Rooms.
- 3. Automotive repair facility (minor).
- 4. Bakeries, providing both retail and/or wholesale services.

5. Boat Showrooms, excluding outdoor sales or storage.
6. Building Material and Home Improvement Establishments, where all storage of materials is within an enclosed building.
7. Car Washes.
8. Catering Establishments.
9. Clothing and Costume Rental Establishments.
10. Clubs and Lodges.
11. Contractor's Offices and Shops, where no fabricating is done on the premises and where all storage of materials and equipment is within an enclosed building.
12. Convenience Stores.
13. Delicatessens (alcoholic beverage sales limited to beer and wine for off-premise consumption only).
14. Electrical Power Distribution Substations (Subject to Section 18-1530.24).
15. Exterminator and pest control service fleet yards.
16. Financial institutions.
17. Furrier shops, including the storage and conditioning of furs.
18. Glass Cutting and glazing establishments.
19. Health Spas.
20. Home Health Care Service agencies.
21. Hotels and motels, in CG or CRD, not to exceed forty (40) units gross acre. (Also see Section 18-1503.17 for alternative densities).
22. Laboratories, Medical and Dental.
23. Light printing establishments.
24. Medical Marijuana Dispensary
245. Mortuaries and funeral homes (excluding crematories).
256. Nonresidential Accessory Uses, subject to Section 18-1530, "Accessory Use and Supplementary District Regulations."
267. Office Supply stores.
278. Offices.
289. Off-street parking lots and parking garages.
2930. Outdoor storage in IL, pursuant to Section 18-1530.11.

- 301. Personal services.
- 312. Photograph developing and processing shops.
- 323. Place of worship.
- 334. Plant nurseries, wholesale.
- 345. Printing, lithographing or publishing establishments for newspaper, letterpress, business cards, mimeographing and other similar job printing services, including bookbinding.
- 356. Radio and television broadcasting stations, excluding towers and relay equipment intended for primary signal transmission.
- 367. Recreation and games establishments, Indoor.
- 378. Repair services.
- 389. Research and Development.
- 3940. Restaurants.
- 401. Retail sales.
- 412. Schools of non-academic curriculum.
- 423. Schools, Trade (limited to business, medical, and personal services).
- 434. Security guard/Caretaker's dwelling unit (single-family attached) when used for property security purposes as a part of a commercial development.
- 445. Theaters.
- 456. Truck/Trailer Rental Establishment (IL only)
- 467. Wholesale merchandise broker, offices, or showrooms with wholesale storage space limited to six thousand (6,000) square feet of gross floor area per establishment with no outdoor storage in CG.

SECTION EIGHT: That Section 18-1524, "M-1" Light Industrial District, of the Land Development Code of the City of Pinellas Park, Florida, is hereby amended by amending Section 18-1524.3 (A) Permitted Uses, so that said section shall be and read as follows:

(A) PERMITTED USES.

1. Accessory uses, subject to Section 18-1530, "Accessory Use and Supplementary District Regulations", including home occupations,
2. Commercial uses (such uses shall comply with the parking requirements for commercial and office uses, as appropriate):
 - (a) Ambulance services.
 - (b) Armored car terminal facilities.
 - (c) Auction, Automobile.
 - (d) Auction rooms.
 - (e) Automobile Dealer -new and used cars (including automobiles, vans, and light trucks).
 - (f) Automobile service stations.
 - (g) Automotive Repair Facility (minor).
 - (h) Automotive Repair Facility (major), excluding heavy trucks.
 - (i) Boat showrooms, excluding outdoor sales or storage.
 - (j) Building material and home improvement establishments, where storage of materials is within an enclosed building or is outdoors.
 - (k) Car washes.
 - (l) Clinic, Veterinary.
 - (m) Contractor or construction shops and storage yards.
 - (n) Convenience stores.
 - (o) Delicatessens (alcoholic beverage sales limited to beer and wine for off-premise consumption only).
 - (p) Electric Power Distribution Substations (Subject to Section 18-1530.24).
 - (q) Exterminator and pest control service fleet yards.
 - (r) Financial Institutions.
 - (s) Financial Institutions, drive-thru.
 - (t) Heavy truck, sales.
 - (u) Ice sales.
 - (v) Light printing establishments.
 - (w) Medical Marijuana Dispensary
 - (wx) Office/showroom.
 - (xy) Offices.

- (~~y~~z) Outdoor sales of boats, recreational vehicles or mobile homes.
- (~~z~~aa) Parcel delivery station.
- (~~a~~abb) Personal services.
- (~~b~~bcc) Plant nurseries, retail and wholesale.
- (~~e~~edd) Repair services.
- (~~d~~dee) Restaurants.
- (~~e~~eff) Restaurants, drive-in/drive-thru.
- (~~f~~gg) Retail sales.
- (~~g~~ghh) Shopping centers.
- (~~h~~hii) Taxi, limousine, or automobile rental establishments.
- (~~i~~jj) Truck/Trailer rental establishment.
- (~~j~~kk) Utility building sales.

3. Crematories.

4. Light Manufacturing, including Fabrication and Assembly, Production, Processing, Cleansing, Testing, Manufacturing, or Repair, such as:

- (a) Beverages, nonalcoholic, bottling and distributing.
- (b) Boat assembly and repair, but not including boat building.
- (c) Carpentry and woodworking shops.
- (d) Culvert Manufacturing.
- (e) Drugs.
- (f) Dry cleaning and laundry plants.
- (g) Electrical supplies, manufacturing and assembly, such as wire and cable assembly, switches, lamps, insulation and dry cell batteries.
- (h) Food products, processing and combining of baking, boiling, canning, cooking, dehydrating, freezing, frying, grinding, mixing, and pressing.
- (i) Laboratories, Medical and Dental.
- (j) Machine shops for tool, die, pattern making, and automobiles.
- (k) Machinery, farm-sales, repairing, and overhauling.
- (l) Meat products.

- (mm) Medical Marijuana Treatment Center (manufacturing, processing, testing, packaging of medical marijuana).
- (nn) Metal finishing, plating, grinding, sharpening, polishing, cleaning, rust proofing, and heat treatment.
- (no) Metal stamping and extrusion of small products, such as costume jewelry, pins and needles, razor blades, bottle caps, buttons, and kitchen utensils.
- (op) Mobile homes, assembly.
- (pq) Monument works.
- (qr) Orthopedic and medical appliances, such as artificial limbs, braces, supports, and stretchers.
- (rs) Pharmaceutical products, compounding only.
- (st) Precision instruments, such as optical, medical and drafting.
- (tu) Products from finished materials, plastic, bone, cork, feathers, felt, fiber, paper, fur, glass, hair, horn, leather, precious and semiprecious stones, rubber, shell or yarns.
- (uv) Printing, lithographing or publishing establishments for newspaper, letterpress, business cards, mimeographing and similar job printing services, including bookbinding.
- (vw) Rubber products, small, and synthetic-treated fabrics (excluding all rubber and synthetic processing), such as washers, gloves, footwear, bathing caps, and atomizers.
- (wx) Sheet metal shop.
- (xy) Silverware, plated and sterling.
- (yz) Signs, painting and manufacturing.
- (zaa) Soldering and welding.
- (aabb) Textiles, spinning, weaving, manufacturing, dyeing, printing, knit goods, yarn, thread, and cordage; but not including textile bleaching.
- (bbcc) Tools and hardware, such as bolts, nuts, and screws, door knobs, drills, hand tools and cutlery, hinges, house hardware, locks, nonferrous metal castings, and plumbing appliances.
- (eedd) Upholstering (bulk), including mattress manufacturing, rebuilding, renovating.

- (ee) Wood products; such as furniture, boxes, crates, baskets and pencils, and cooperage works.
- 5. Off-premise signs, subject to regulations in Article 6.
- 6. Off-street parking lots and parking garages, other than accessory to a permitted or conditional use.
- 7. Outdoor storage pursuant to Section 18-1530.11, "Outdoor Storage."
 - (a) Outdoor storage of automobiles, recreational vehicles, trucks, construction equipment, and other similar equipment or vehicles.
- 8. Place of Worship.
- 9. Public and Community Service Uses:
 - (a) Bus terminals, bus garage, and bus lots.
 - (b) Community Facility.
 - (c) Water filtration plants.
 - (d) Water pumping stations;
 - (e) Water reservoirs;
- 10. Research and Development.
- 11. Residential Uses:
 - (a) One (1) dwelling unit (single-family or mobile home) for a security guard/caretaker when located on the premises where employed in such capacity.
- 12. Theaters, drive-in.
- 13. Utilities, public and private.
- 14. Wholesale and Warehousing:
 - (a) Mini-Warehouse.
 - (b) Motor freight terminals.
 - (c) Secure climate controlled.
 - (d) Storage, bulk, of non-flammable liquids.
 - (e) Storage Facility storage of flammable liquids, pursuant to State, County and local regulations for storage thereof, up to one thousand (1,000) gallons above ground, or greater than one thousand (1,000) gallons if below ground.
 - (f) Warehouses.
 - (g) Wholesale establishments.

SECTION NINE: That Section 18-1525, "IH" Heavy Industrial District, of the Land Development Code of the City of Pinellas Park, Florida, is hereby amended by amending Section 18-1525.3 (A) Permitted Uses, so that said section shall be and read as follows:

(A) PERMITTED USES.

1. Accessory uses, subject to Section 18-1530, "Accessory Use and Supplementary District Regulations."
2. Commercial uses:
 - (a) Armored car terminal facilities.
 - (b) Auction, Automobile.
 - (c) Automotive Repair Facility (minor).
 - (d) Automotive Repair Facility (major), excluding heavy trucks.
 - (e) Contractor or construction shops and storage yards.
 - (f) Exterminator and pest control service fleet yards.
 - (g) Medical Marijuana Dispensary (but only as an accessory use to Medical Marijuana Treatment Center involving manufacturing, processing, testing or packaging of medical marijuana).
 - ~~(gh)~~ Parcel delivery station.
 - ~~(hi)~~ Plant nurseries, wholesale.
 - ~~(ij)~~ Truck/trailer rental establishments.
3. Crematories.
4. Light and Heavy Manufacturing, including Fabrication and Assembly, Production, Processing, Cleansing, Testing, Manufacturing, or Repair:
 - (a) Beverages, nonalcoholic, bottling and distributing.
 - (b) Boat assembly and repair, but not including boat building.
 - (c) Carpentry and woodworking shops.
 - (d) Concrete and asphalt manufacturing.
 - (e) Culvert Manufacturing.
 - (f) Drugs.

- (g) Dry cleaning and laundry plants.
- (h) Electrical supplies, manufacturing and assembly, such as wire and cable assembly, switches, lamps, insulation and dry cell batteries.
- (i) Food products, processing and combining of baking, boiling, canning, cooking, dehydrating, freezing, frying, grinding, mixing, and pressing.
- (j) Laboratories, Medical and Dental.
- (k) Machine shops for tool, die, pattern making, and automobiles.
- (l) Machinery, farm- sales, repairing, and overhauling.
- (m) Meat products.
- (n) Medical Marijuana Treatment Center (manufacturing, processing, testing, or packaging of medical marijuana, but not to include a Medical Marijuana Dispensary, unless otherwise allowed herein as an accessory use).
- (~~n~~o) Metal fabrication and foundries.
- (~~e~~p) Metal finishing, plating, grinding, sharpening, polishing, cleaning, rust proofing, and heat treatment.
- (~~p~~g) Metal stamping and extrusion of small products, such as costume jewelry, pins and needles, razor blades, bottle caps, buttons, and kitchen utensils.
- (~~a~~r) Mobile homes, assembly.
- (~~r~~s) Monument works.
- (~~s~~t) Orthopedic and medical appliances, such as artificial limbs, braces, supports, and stretchers.
- (~~t~~u) Paint manufacturing.
- (~~u~~v) Pharmaceutical products, compounding only.
- (~~v~~w) Precision instruments, such as optical, medical and drafting.
- (~~w~~x) Products from finished materials, plastic, bone, cork, feathers, felt, fiber, paper, fur, glass, hair, horn, leather, precious and semiprecious stones, rubber, shell or yarns.
- (~~x~~y) Printing, lithographing or publishing establishments for newspaper, letterpress, business cards, mimeographing and similar job printing services, including bookbinding.

- (yz) Rubber products, small, and synthetic-treated fabrics (excluding all rubber and synthetic processing), such as washers, gloves, footwear, bathing caps, and atomizers.
 - (zaa) Sheet metal shop.
 - (aabb) Silverware, plated and sterling.
 - (bbcc) Signs, painting and manufacturing.
 - (eedd) Soldering and welding.
 - (dd ee) Textiles, spinning, weaving, manufacturing, dyeing, printing, knit goods, yarn, thread, and cordage; but not including textile bleaching.
 - (eeff) Tools and hardware, such as bolts, nuts, and screws, door knobs, drills, hand tools and cutlery, hinges, house hardware, locks, nonferrous metal castings, and plumbing appliances.
 - (ffgg) Upholstering (bulk), including mattress manufacturing, rebuilding, renovating.
 - (gghh) Wood products; such as furniture, boxes, crates, baskets and pencils, and cooperage works.
5. Off-premise signs, subject to regulations in Article 6.
 6. Off-street parking lots and parking garages, other than accessory to a permitted or conditional use.
 7. Outdoor storage pursuant to Section 18-1530.11, "Outdoor Storage."
 - (a) Outdoor storage of automobiles, recreational vehicles, trucks, construction equipment, and other similar equipment or vehicles.
 8. Place of Worship.
 9. Public and Community Service Uses:
 - (a) Bus terminals, bus garage, and bus lots.
 - (b) Community Facility.
 - (c) Water filtration plants.
 - (d) Water pumping stations.
 - (e) Water reservoirs.
 - (f) Electric Power Distribution Substations (Subject to Section 18-1530.24).
 10. Research and Development.

11. Residential Use: One (1) dwelling unit (single-family or mobile home) for a security guard/caretaker when located on the premises where employed in such capacity.

12. Wholesale and Warehousing:

- (a) Mini-Warehouse.
- (b) Motor freight terminals.
- (c) Secure climate controlled storage facility.
- (d) Storage, bulk, of non-flammable liquids.
- (e) Storage of flammable liquids pursuant to State, County and local regulations for storage of one thousand (1,000) gallons or less above ground, and excess of one thousand (1,000) gallons underground.
- (f) Warehouses.
- (g) Wholesale establishments.

SECTION TEN: That Pinellas Park Ordinance No. 3996 that imposed a moratorium on the accepting and processing of applications for Medical Marijuana Treatment Centers within the City of Pinellas Park, and Pinellas Park Ordinance No. 4018 that extended such moratorium, shall both be deemed sunsetted and no longer valid, as of the effective date of this ordinance.

SECTION ELEVEN: It is the intention of the City Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Pinellas Park, Florida, and the publisher of the Code may renumber, reclassify or otherwise insert this Ordinance in an appropriate place to accomplish such intention.

SECTION TWELVE: That all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION THIRTEEN: If a Court of competent jurisdiction at any time finds any provision of this Ordinance to be unlawful, illegal, or unenforceable, the offending provision shall be deemed severable and removed from the remaining provisions of this Ordinance which shall remain in full force and intact.

SECTION FOURTEEN: That this Ordinance shall be in full force and effect immediately upon its passage in the manner provided by law.

PUBLISHED THE _____ & _____ DAY OF _____, 2017.

FIRST READING THE _____ DAY OF _____, 2017.

1ST PUBLIC HEARING THE _____ DAY OF _____, 2017.

2ND PUBLIC HEARING THE _____ DAY OF _____, 2017.

ADOPTED THIS _____ DAY OF _____, 2017.

AYES:

NAYES:

ABSENT:

ABSTAIN:

APPROVED THIS _____ DAY OF _____, 2017.

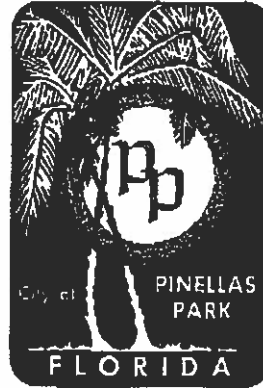
Sandra L. Bradbury
MAYOR

ATTEST:

Diane M. Corna, MMC
CITY CLERK

City of
PINELLAS PARK

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



FLORIDA

PHONE • (727) 369-0700
FAX • (727) 544-7448

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

August 15, 2017

Mr. Dean Neal
Zoning Director
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #17-190
Amended Medical Marijuana Dispensary Ordinance

Dear Mr. Neal:

I have received and reviewed the amended Medical Marijuana Dispensary Ordinance. 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

JWD/dh



PRINTED ON RECYCLED PAPER

CITY OF PINELLAS PARK, FLORIDA
PLANNING AND ZONING COMMISSION MINUTES
REGULAR MEETING
September 14, 2017

The meeting was called to order at 7:00 p.m. by Dennis Shelley, Chairperson.

ROLL CALL

PRESENT: Dennis Shelley, Chairperson
William DeLong, Vice Chairperson
Raymond Long
Louis Bommattei
James Madden
Keith Sabiel
Brenda Braitling

ABSENT: None

STAFF PRESENT: Anna Weaver, Zoning Coordinator
Melissa Thrumston, Planning and Zoning Analyst, Notary
James Denhardt, City Attorney

INVOCATION: Mr. Bommattei

PLEDGE OF ALLEGIANCE:

APPROVAL OF MINUTES: August 3, 2017

MOTION was made by Mr. DeLong and **SECONDED** by Mr. Madden to **APPROVE** the minutes of August 3, 2017 as published.

REGULAR AGENDA

Mr. Shelley – Read the rules and procedures for the Planning and Zoning Commission.

PUBLIC HEARING OPENED

1. **CASE NO.:** LDC 2017-1 (Legislative)

REQUEST: AN ORDINANCE OF THE PINELLAS PARK CITY COUNCIL, AMENDING THE LAND DEVELOPMENT CODE OF THE CITY OF PINELLAS PARK, FLORIDA, BY AMENDING ARTICLE 15, ZONING, SECTION 18-1518.3(A) PERMITTED USES IN THE "CN" NEIGHBORHOOD COMMERCIAL DISTRICT, BY PROVIDING FOR THE ESTABLISHMENT OF MEDICAL MARIJUANA DISPENSARY; SECTION 18-1520.3(A) PERMITTED USES IN THE "B-1" GENERAL COMMERCIAL DISTRICT, BY PROVIDING FOR THE ESTABLISHMENT OF MEDICAL MARIJUANA

DISPENSARY; AND, BY AMENDING SECTION 18-1521.3(A) PERMITTED USES IN THE "MXD" MIXED USE DISTRICT, BY PROVIDING FOR THE ESTABLISHMENT OF MEDICAL MARIJUANA DISPENSARY; AND, BY AMENDING SECTION 18-1522.3(A) PERMITTED USES IN THE "TC" TOWN CENTER DISTRICT, BY PROVIDING FOR THE ESTABLISHMENT OF MEDICAL MARIJUANA DISPENSARY; AND, BY AMENDING SECTION 18-1523 (A), PERMITTED USES IN THE "CH" HEAVY COMMERCIAL DISTRICT, PROVIDING FOR THE ESTABLISHMENT OF MEDICAL MARIJUANA DISPENSARY; AND, BY AMENDING SECTION 18-1524(A), PERMITTED USES IN THE "M-1" LIGHT INDUSTRIAL DISTRICT, PROVIDING FOR THE ESTABLISHMENT OF MEDICAL MARIJUANA DISPENSARY AND MEDICAL MARIJUANA TREATMENT CENTER (MANUFACTURING, PROCESSING, TESTING, PACKAGING); AND, BY AMENDING SECTION 18-1525(A), PERMITTED USES IN THE "IH" HEAVY INDUSTRIAL DISTRICT, PROVIDING FOR THE ESTABLISHMENT OF MEDICAL MARIJUANA DISPENSARY AS AN ACCESSORY USE TO A MEDICAL MARIJUANA TREATMENT CENTER (MANUFACTURING, PROCESSING, TESTING, PACKAGING), AND, BY AMENDING SECTION 18-1502.2, DEFINITIONS, PROVIDING OPERATIONAL DEFINITIONS FOR MEDICAL MARIJUANA DISPENSARY AND MEDICAL MARIJUANA TREATMENT CENTER; SUNSETTING PINELLAS PARK ORDINANCE NO. 3996 WHICH ENACTED A MORATORIUM PERTAINING TO MEDICAL MARIJUANA TREATMENT CENTERS IN THE CITY OF PINELLAS PARK, FLORIDA, AND SUNSETTING PINELLAS PARK ORDINANCE NO. 4018 WHICH AMENDED SUCH ORDINANCE; PROVIDING FOR THE INCLUSION OF SUCH AMENDED ORDINANCE IN THE CODE OF ORDINANCES OF THE CITY OF PINELLAS PARK, FLORIDA; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

QUESTIONS FOR STAFF

Mr. Shelly – Is there a limit to the number of dispensaries?

Ms. Weaver – No.

Mr. Shelly – So they could be lined up and down Park Blvd. door to door.

Ms. Weaver – Yes.

Mr. Braitling – I just had a question as to what's a school. Does that include pre-K all the way through college? What is "school"?

Ms. Weaver – In the State Statute it says elementary, middle and high schools.

Mr. Denhardt – It does not include such things as day care facilities that are generally included in like alcoholic beverage distance requirements and the legislature specifically defines that and we have no control over that. We also have no control over the number of facilities. The legislature says you can outlaw them, but if you don't then you're very limited in what you can do.

PROPOSERS

None

OPPOSERS

None

PUBLIC HEARING CLOSED

BOARD DISCUSSION

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

ROLL CALL VOTE

Aye: Braitting, Madden, Bommattei, DeLong,
Nay: Sabiel, Long, Shelley

MOTION CARRIES

Ms. Thrumston – Swore in all those wishing to speak.

PUBLIC HEARING OPENED

2. CASE NO.: CU 2017-18/MS 2017-36 (Quasi-Judicial)
- REQUEST: Consideration of a request to establish a Conditional Use for a "restaurant, drive-in/drive-thru" in the "B-1" General Commercial Zoning District with waivers to the following: limited hours of operation when abutting a residential zoning district, streetscape landscaping, west perimeter buffer landscaping and a portion of the east perimeter buffer landscaping.
- LOCATION: 8150 Bryan Dairy Road

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

QUESTIONS FOR STAFF

None

PROPOSERS

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City of Pinellas Park

Staff Report

File #: 17-224, **Version:** 1

Agenda Date: 10/12/2017

RESOLUTION NO. 17-29. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, FLORIDA, AUTHORIZING THE MAYOR TO SIGN INTO A LOCAL AGENCY PROGRAM AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, FOR THE CONSTRUCTION AND CONSTRUCTION ENGINEERING INSPECTION SERVICES ACTIVITIES OF 70TH AVENUE, NORTH FROM U.S. 19 (SR 55) TO CYPRESS TERRACE, PROVIDING FOR COMPLIANCE WITH THE STATE'S LOCAL AGENCY PROGRAM POLICIES; PROVIDING FOR AN EFFECTIVE DATE.

FIRST AND FINAL READING

NOTE: The purpose of this agreement is to provide for the Florida Department of Transportation's participation in the construction and Construction Engineering Inspection (CEI) Services activities of 70th Avenue, North from U.S. 19 (SR 55) to Cypress Terrace Local Agency Program (LAP). The project consists of construction of a westbound left turn lane at the intersection of U.S. 19/SR55 and 70th Avenue, North, reconstruction of sidewalks, modifications to drainage and signals, and replacement of pavement markings. Construction activities must be completed by September 5, 2018.

The total federal award for this project is \$333,244.00. Total FY 2018 federal funding will not exceed \$309,994.00 for construction (FPN: 437808 1 58 01); and \$23,250.00 for CEI (FPN 437808 1 68 01). Expenses incurred exceeding these amounts will be allocated from the City's FY 2017 - 2018 budget.

ACTION: (Adopt - Deny) Resolution No. 17-29.

RESOLUTION NO. 17-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, FLORIDA, AUTHORIZING THE MAYOR TO SIGN INTO A LOCAL AGENCY PROGRAM AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, FOR THE CONSTRUCTION AND CONSTRUCTION ENGINEERING INSPECTION SERVICES ACTIVITIES OF 70TH AVENUE NORTH FROM U.S. 19 (SR 55) TO CYPRESS TERRACE; PROVIDING FOR COMPLIANCE WITH THE STATE'S LOCAL AGENCY PROGRAM POLICIES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (hereinafter "FDOT") has awarded the City of Pinellas Park (hereinafter "City") Local Agency Program (hereinafter "LAP") funding in the amount of \$333,244.00 for the construction and Construction Inspection Engineering Services activities of 70th Avenue, North from US Highway 19 (SR 55) to Cypress Terrace; and

WHEREAS, the City will comply with the State's LAP policies; and

WHEREAS, the City Council wishes to authorize the Mayor to sign the Specific Performance Agreement with the State.

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

SECTION ONE: That the Mayor is hereby authorized to sign a Local Agency Program Agreement with the State of Florida, Department of Transportation, for FPN: 437808 1 58 01 and FPN: 437808 1 68 01.

SECTION TWO: That the City will comply with the State's Local Agency Program policies.

SECTION THREE: That this Resolution shall be in full force and effect immediately after its passage and approval in the manner provided by law.

ADOPTED THIS _____ DAY OF _____, 2017.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS _____ DAY OF _____, 2017.

Sandra L. Bradbury
MAYOR

ATTEST:

Diane M. Corna, MMC
CITY CLERK

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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PROGRAM MANAGEMENT
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FPN: 437808 1 58 01	FPN: 437808 1 68 01	FPN: _____
Federal No (FAIN): _____	Federal No (FAIN): _____	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: HSP	Fund: HSP	Fund: _____
Org Code: _____	Org Code: _____	Org Code: _____
FLAIR Approp: _____	FLAIR Approp: _____	FLAIR Approp: _____

County No: 15 Contract No: _____

Local Agency Vendor No: F59600409001 Local Agency DUNS No: 092985225

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is made and entered into this _____ day of _____, 2017 between the State of Florida, Department of Transportation, an agency of the State of Florida ("Department"), and City of Pinellas Park ("Agency").

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

1. Authority: The Agency, by Resolution No. _____ dated the _____ day of _____, 2017, a copy of which is attached as Exhibit "F" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section 339.12, Florida Statutes, to enter into this Agreement.

2. Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in the construction and Construction Engineering Inspection (CEI) Services activities of 70th Avenue N from US 19(SR 55) to Cypress Terrace LAP project, as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. Term of Agreement: The Agency agrees to complete the Project on or before 4/25/2019. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

4. Project Cost:

- A. The total cost of the Project is \$ 333,244.00. This amount is based upon the schedule of funding in Exhibit "B", Schedule of Funding attached to and incorporated in this Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 5.I.
- B. The Department agrees to participate in the Project cost up to the maximum amount of \$333,244.00 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.
- C. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC- 07/17
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- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments:

- A. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".
- B. Invoices shall be submitted by the Agency in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.
- C. The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- D. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met.
- E. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- G. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay

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in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- H. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- I. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.
- J. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- K. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- L. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- M. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

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6. Department Payment Obligations: Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- A. The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- B. There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- C. The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- D. There has been any violation of the conflict of interest provisions contained in paragraph 16.J.; or
- E. The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements: The Agency shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- A. A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
 - i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

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- vii.** Is aware of the qualifications, assignments and on-the-job performance of the Agency and consultant staff at all stages of the Project.
- B.** Once the Department issues the NTP for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Agency fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the "FHWA" removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects. No cost may be incurred under this Agreement until after the Agency has received a written NTP from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.
- C.** If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "G", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- D.** In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Agency to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- E.** The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.
- F.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.
- G.** Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists. Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.
- H.** For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

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8. Audit Reports: The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.

- A. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
- B. The Agency, a non-federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Agency expends a total amount of federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit “1”, Federal Financial Assistance (Single Audit Act)** to this Agreement provides the required federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining federal awards expended in a fiscal year, the Agency must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.
 - iii. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards, the Agency is exempt from federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold

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established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than federal entities).

- iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - 5. Withhold further federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

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vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

- C. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

9. Termination or Suspension of Project: The Department may, by written notice to the Agency, suspend any or all of the Agency's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

- A. If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 9.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.
- B. If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- C. If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress on Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- D. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.
- E. Upon receipt of any final termination or suspension notice under this paragraph 9., the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

10. Contracts of the Agency:

- A.** Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- B.** It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- C.** The Agency shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Agency shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "C", FHWA 1273 attached to and incorporated in this Agreement. The Agency shall include FHWA-1273 in all contracts with consultants and contractors performing work on the Project.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

- A.** Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

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- B. The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions: During the performance of this Agreement, the Agency agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- A. The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto. The Agency shall include the attached Exhibit "E", Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- B. The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.
- C. 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 on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- D. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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.
- E. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- F. Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- G. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

- A. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract."

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

To the fullest extent permitted by law, the Agency's consultant shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the consultant and persons employed or utilized by the consultant in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

- B. The Agency shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Agency shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Agency shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Miscellaneous Provisions:

- A. The Agency will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits. The Agency shall include in all contracts and subcontracts for amounts in excess of \$150,000, a

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provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

- B. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- C. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- D. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- E. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- F. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- G. In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- H. Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- I. The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.
- J. The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts,

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subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- K.** The Agency may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- L.** The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☒ will ☐ will not maintain the improvements made for their useful life.
- M.** The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- N.** The Agency:
- i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and
 - ii. shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- O.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- P.** The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- Q.** If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- R. Exhibits**
- i. Exhibit "A", Project Description and Responsibilities, is attached and incorporated into this Agreement.
 - ii. Exhibit "B", Schedule of Funding, is attached and incorporated into this Agreement.
 - iii. ☒ If this Project includes Phase 58 (construction) activities, then Exhibit "C", FHWA FORM 1273, is attached and incorporated into this Agreement.
 - iv. ☐ An Alternative Pay Method is used on this Project. If an alternative Pay Method is used on this Project, then Exhibit "D", Alternative Pay Method, is attached and incorporated into this Agreement.
 - v. Exhibit "E", Title VI Assurances is attached and incorporated into this Agreement.
 - vi. Exhibit "F", the Agency Resolution authorizing entry into this Agreement, is attached and incorporated into this Agreement.

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- vii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "G", State Funds Addendum, is attached and incorporated into this Agreement.
- viii. ☐ This Project is located off the State Highway System and includes funding for landscaping. If this Project is located off the State Highway System and includes funding for landscaping, then Exhibit "L" is attached and incorporated into this Agreement.
- ix. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "R" is attached and incorporated into this Agreement.
- x. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "RL" is attached and incorporated into this Agreement.
- xi. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "T" is attached and incorporated into this Agreement.
- xii. Exhibit "1", Federal Financial Assistance (Single Audit Act) is attached and incorporated into this Agreement.
- xiii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "2", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

The remainder of this page intentionally left blank.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

AGENCY City of Pinellas Park

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

By: _____
Name: William Jones, P.E.
Title: Director of Transportation Development

Legal Review:

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 437808 1 58/68 01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

City of Pinellas Park, date

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: total project length 0.50 MI

PROJECT DESCRIPTION: The project includes the construction and CEI services activities of 70th Avenue N from US 19 (SR 55) to Cypress Terrace. The project consists of construction of a westbound left turn lane at the intersection of US 19/SR 55 and 70th Avenue N. Reconstruct sidewalks, modify drainage and signals, and replace pavement markings.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

For projects off the State Highway System, the Agency will submit design plans for review and approval at 60%, 100% and final. For projects on the State Highway System, the Agency will submit design plans for all project phases. The Agency will not begin the construction phase until the Department has reviewed, approved plans and issued a Notice to Proceed. Construction related activities, including project advertisement, conducted prior to Notice to Proceed will not be reimbursed and may render the entire project ineligible for federal funding.

At 100% plans submittal, the Agency will submit to the Department the project Bid Package to include Specifications, updated construction estimate, draft construction contract, completed Construction checklist and the Agency's Certification Clear Package. All above items must be reviewed, approved and a Notice to Proceed must be issued by the Department prior to any construction related activities, including project advertisement. Construction related activities conducted prior to Notice to Proceed will not be reimbursed and may render the entire project ineligible for federal funding. The Certification Clear Package must include the following items completed and signed by the authorized Agency representative:

- 1.Type 1 Categorical Exclusion Checklist
- 2.Contamination Clearance Form
- 3.Right of Way Certification Form
- 4.Rail Clear Letter
- 5.Permits Clear Letter
- 6.Utilities Clear/Coordinated Letter

Off the State Highway System (Off-System) LAP construction projects must be administered in accordance with either Local Agency Specifications that have been approved by the Department; the pre-approved FDOT LAP ("Big

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

Four") Specifications; or Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications in accordance with the LAP Manual. The Agency will be responsible for all project level inspection and verification testing.

On the State Highway System (On-System) LAP construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications must be used in accordance with the LAP Manual. The Agency will be responsible for all project level inspection, verification testing, and assuring all data are entered into Materials Acceptance and Certification System (MAC). In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of \$10 million or more.

The Agency will be responsible for documenting to the Department that the project, as designed, qualifies as what type of Type 1 CE project per FDOT's PD&E Manual. This documentation must be approved by the FDOT prior to any construction related activity, including advertisement.

The Agency shall be responsible for identification and remediation of any hazardous materials and contamination encountered while implementing the project.

The Agency will submit to the Department a copy of the signed bid contract upon execution of the document.

No construction staging nor stockpiling shall take place in any publicly owned park property nor interfere with park access or park activities.

The Agency will provide progress billing invoices with appropriate back-up documentation to the Department on a quarterly basis or sooner.

The Agency will process a Project Closeout Package at project completion in accordance with the Local Agency Program Manual for Federal Aid Projects (Department Procedure: 525-010-300). The package must include the approved Final Inspection and Acceptance form, LAP Record of Final Plans and Documentation form (52501047), and the Closeout Cover Memo. The close out package must be uploaded into the Local Agency Program Information Tool database, LAPIT. This process must be completed and accepted by the Department prior to payment of the project Final Invoice.

CEI and material testing that requires the hiring of a consultant: The Agency will submit and comply with the requirements of the LAP Checklist for Federally Funded Professional Services Contract (Form No. 525-010-49). The Department must review and concur with the process prior to award of the CEI contract. Upon execution of the contract, the agency will submit a copy of the signed document to the Department.

For projects that have participating and non-participating items, the local agency must submit a spreadsheet that depicts the federal participating and non-participating construction items with costs to account for the separate federal and local funds expenditures on all invoices submitted for the project.

Local Agency Program Information Tool (LAPIT): LAPIT is a repository for all LAP project documents. Upon receipt of the Notice to Proceed on a project phase, the Local Agency will be responsible for uploading the appropriate project documents into LAPIT before an invoice can be paid. The efficient management of Local Agency contracts is important to LAPIT's main goal of improving communication between the Local Agency and FDOT.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by N/A .

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

- b) Design to be completed by 10/20/2017.
- c) Right-of-Way requirements identified and provided to the Department by 10/2/2017.
- d) Right-of-Way to be certified by 10/19/2017.
- e) Construction contract to be let by 12/8/2017.
- f) Construction to be completed by 9/5/2018.
- g) Final invoice/closeout documents to be provided to the Department by 4/25/2019.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT: The Department will issue Notice to Proceed to the Agency after final execution of this agreement.

Upon receipt of an invoice, the Department will have twenty (20) working days to review and approve the goods and services submitted for payment.

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LOCAL AGENCY PROGRAM AGREEMENT

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EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS City of Pinellas Park 6051 78 th Avenue North Pinellas Park, FL 33781	FPN: 437808 1 58/68 01
--	------------------------

TYPE OF WORK By Fiscal Year	FUNDING			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Planning-18 FY: _____ FY: _____ FY: _____ Total Planning Cost	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Project Development & Environment (PD&E) - 28 FY: _____ FY: _____ FY: _____ Total PD&E Cost	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Design - 38 FY: _____ FY: _____ FY: _____ Total Design Cost	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Right-of-Way - 48 FY: _____ FY: _____ FY: _____ Total Right-of-Way Cost	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Construction-58 FY: 2018 FY: _____ FY: _____ FY: _____ Total Construction Cost	<u>309,994.00</u> _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____	<u>309,994.00</u> _____ _____ _____
Construction Engineering and Inspection (CEI) - 68 FY: 2018 FY: _____ FY: _____ Total CEI Cost	<u>23,250.00</u> _____ _____	_____ _____ _____	_____ _____ _____	<u>23,250.00</u> _____ _____
Operations – 88 FY: _____ FY: _____ FY: _____ Total Operations Costs	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
TOTAL COST OF THE PROJECT	333,244.00			333,244.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

EXHIBIT “C”

**FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –
COMPLIANCE WITH FHWA 1273.**

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department’s website at the following URL address:
<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

Exhibit "E"
TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") **Title 49, Code of Federal Regulations, Part 21**, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

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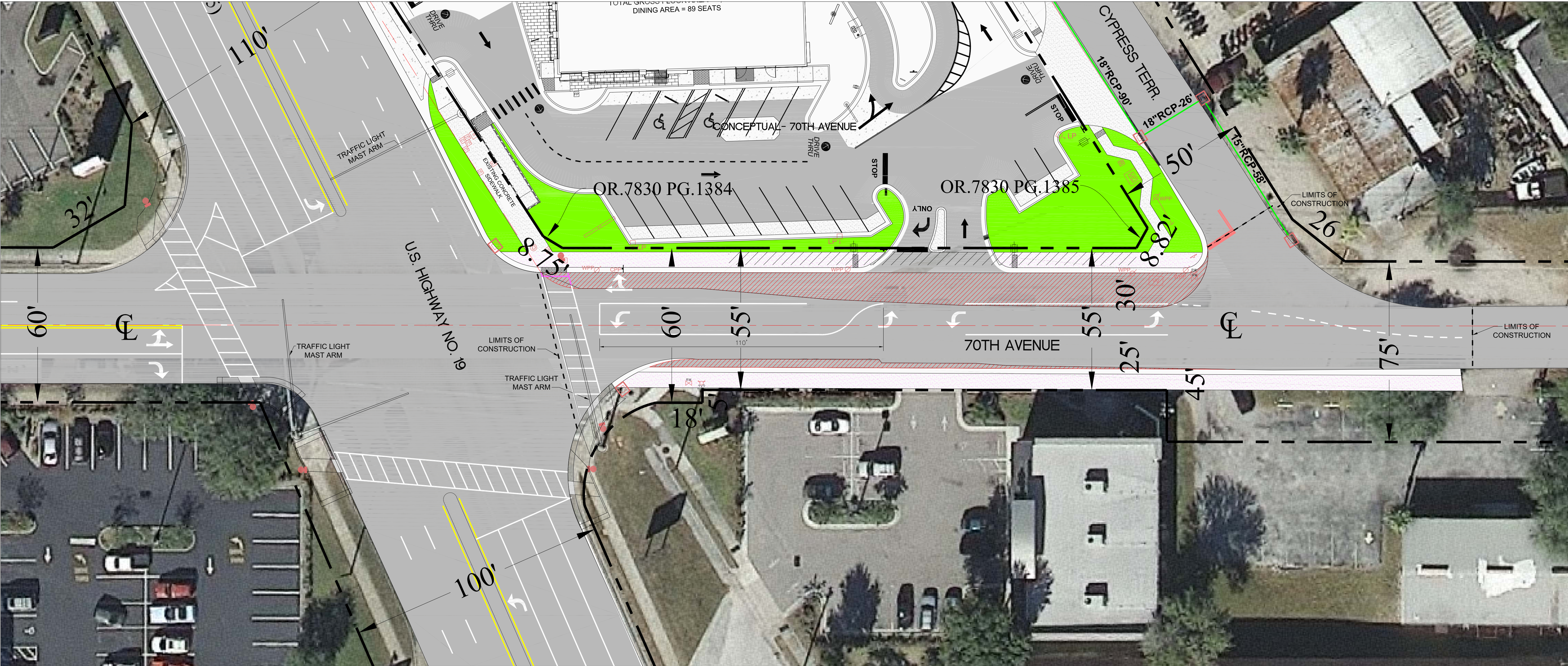
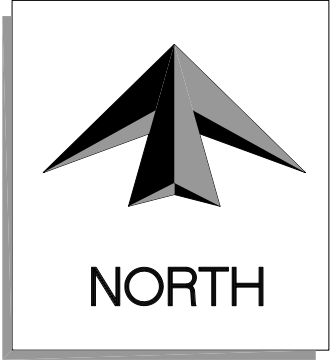
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Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

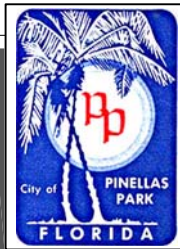
(6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).



NO.	REVISION	DATE
1	ADD INLET	11-13-13

70TH AVENUE / US HIGHWAY 19
EAST LEG - (SECTION 15150, MP 8.907)
FDOT PERMIT# 2011 A 799-19



PUBLIC WORKS DEPARTMENT
CITY OF PINELLAS PARK, FLORIDA
UTILITIES DESIGN DIVISION

CONCEPTUAL LAYOUT

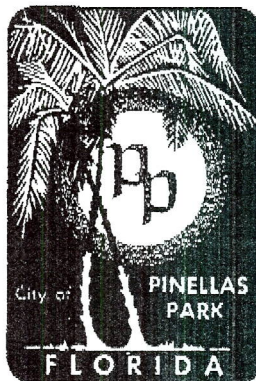
SCALE:	DESIGNED BY:	SP	DATE:	09-08-11
HORZ. NTS	DRAWN BY:	DPH	DATE:	09-08-11
VERT. N/A	CHECKED BY:	SP	DATE:	09-08-11
SHEET 1 OF 1				

City of
PINELLAS PARK

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

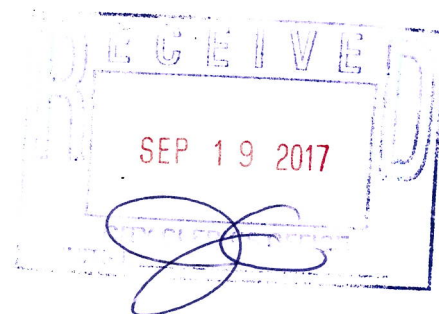
Please Respond To:

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



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FAX • (727) 544-7448



September 18, 2017

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

RE: City Document #17-218
Local Agency Program Agreement with FDOT

Dear Ms. Hillier:

I have received and reviewed the above-referenced Local Agency Program Agreement with FDOT and the corresponding resolution. I would approve of the Agreement as to form and correctness. As to the resolution, I would recommend updating the title to read as follows:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, FLORIDA, AUTHORIZING THE MAYOR TO SIGN INTO A LOCAL AGENCY PROGRAM AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, FOR THE CONSTRUCTION AND CONSTRUCTION ENGINEERING INSPECTION SERVICES ACTIVITIES OF 70TH AVENUE NORTH FROM U.S. 19 (SR 55) TO CYPRESS TERRACE; PROVIDING FOR COMPLIANCE WITH THE STATE'S LOCAL AGENCY PROGRAM POLICIES; PROVIDING FOR AN EFFECTIVE DATE.

I would also update Section One of the resolution to read as follows: That the Mayor is hereby authorized to sign a Local Agency Program Agreement with the State of Florida, Department of Transportation, for FPN: 437808 1 58 01 and FPN: 437808 1 68 01.

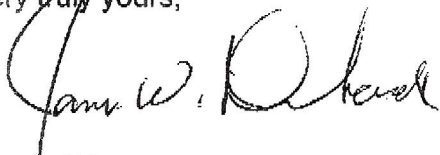


PRINTED ON RECYCLED PAPER

Ms. Tammy Hillier
September 18, 2017
Page 2

With the above-mentioned changes, I would approve of the resolution as to form and correctness.

Very truly yours,

A handwritten signature in black ink, appearing to read "James W. Denhardt". The signature is fluid and cursive, with the first name "James" and last name "Denhardt" clearly legible.

James W. Denhardt
City Attorney

cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Assistant City Manager
Dan Taylor, Community Planning Director

JWD/dh



City of Pinellas Park

Staff Report

File #: 17-223, **Version:** 1

Agenda Date: 10/12/2017

RECEIPT OF RESIGNATION FROM THE PLANNING AND ZONING COMMISSION - Mr. William DeLong

NOTE: Mr. William DeLong submitted his resignation from the Planning and Zoning Commission to the Zoning Director on September 25, 2017. Mr. DeLong was appointed to the Planning and Zoning Commission in 1991 and his current term is set to expire on July 28, 2019.

ACTION: (Accept - Deny) With regret, the resignation of Mr. DeLong from the Planning and Zoning Commission.

September 25, 2017

Dean R. Neal
Zoning Director
City of Pinellas Park

Re: Planning and Zoning Commission resignation

Dear Dean,

I would like to regretfully inform you of my immediate resignation from the Planning and Zoning Commission of the City of Pinellas Park. I have recently moved just outside of the City limits due to economic reasons, requiring this resignation. At this time, I would be open to sitting on any available boards that do not require City residency. Over the years, it has been my pleasure to serve on various City boards and would thank Staff and City Council for assistance and cooperation.

Sincerely,

A handwritten signature in blue ink, appearing to read "William DeLong", is written over a light blue circular stamp. The signature is fluid and cursive.

William DeLong

CITY OF PINELLAS PARK, FLORIDA

ATTENDANCE RECORD - 2017

PLANNING AND ZONING COMMISSION

MEMBER	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
DENNIS SHELLEY	P	P		NM	P	P	P	P	P			
WILLIAM DELONG	P	P	P	NM	P	P	P	P	P	R		
RAY LONG	P	P	P	NM	P	P	P	P	P			
LOU BOMMATTEI	P	P	P	NM	E	P	P	E	P			
ROBERT PINION	P	P	R	--	--	--	--	--	--	--	--	--
KEITH SABEL	P	P	P	NM	P	E	E	P	P			
JAMES MADDEN	P	P	P	NM	P	P	P	P	P			
BRENDA BRAITLING ***	**	**	P	NM	P	P	U	P	P			

P = PRESENT
 E = EXCUSED
 U = UNEXCUSED
 R = RESIGNED
 NM = NO MEETING
 ** = NEWLY APPOINTED

CITY OF PINELLAS PARK, FLORIDA

ATTENDANCE RECORD - 2016

PLANNING AND ZONING COMMISSION

MEMBER	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
DENNIS SHELLEY	P	P	P	P	P	P	P	P	NM	P	P	P
WILLIAM DELONG	P	P	P	P	P	P	P	P	NM	P	P	P
RAY LONG	P	P	E	P	P	P	P	P	NM	P	P	P
LOU BOMMATTEI	P	P	P	P	P	P	P	P	NM	P	P	P
ROBERT PINION	P	P	E	P	P	P	P	P	NM	P	P	E
KEITH SABIEL	P	P	P	P	P	P	P	P	NM	P	P	U
JAMES MADDEN	P	P	P	P	U	P	P	P	NM	P	P	E

P = PRESENT
 E = EXCUSED
 U = UNEXCUSED
 R = RESIGNED
 NM = NO MEETING
 ** = NEWLY APPOINTED



City of Pinellas Park

Staff Report

File #: 17-217, Version: 1

Agenda Date: 10/12/2017

AUTHORIZATION TO FUND ADVANCED POLICE TRAINING FROM THE CONFISCATED PROPERTY FUND

NOTE: If approved, eight employees will attend and participate in the SWAT Round-Up International Competition 2017. This training and competition will be hosted by the Orange County Sheriff's Office from November 12th through November 17th, 2017. This event combines education, training seminars, and head to head competition into one major event. Thirty-five years ago, SWAT Round-Up International began as a means to provide a forum for the exchange of ideas among law enforcement agencies. SWAT Round-up has evolved into an international showcase for tactical teams from across the United States and Europe. The primary focus of SWAT Round-Up International continues to be the training of SWAT team members.

The training and education program is an extremely vital part of the SWAT Round-Up International experience. In the past, training topics generally include addressing homeland security, crowd management and law enforcement response to terrorism. Numerous other applicable courses for tactical teams are also available. Nationally renowned instructors participate in the training and education offered during this six day symposium. This training experience brings experts together from all over the country to train our team members. This unique opportunity provides lessons learned from actual case studies or prior incidents. The training also provides an opportunity for our team members to become familiar with new and innovative tactics that other teams have found to be successful. The competition also encourages our team members to maintain peak physical condition. The competition aspect of SWAT Round-Up evaluates performance under stress and promotes team innovation and problem solving. If approved, eight of our SWAT team members will attend the SWAT Round-Up International Competition. The cost of this training, inclusive of entry fee, ammunition, hotel accommodations and per diem, is \$6,786.

Pursuant to Florida Statute 932.704(3) (a), this is to certify that this proposed expenditure complies with the State - required provisions for the expenditure of these funds.

ACTION: (Approve - Deny) Authorization to fund advanced police training for police employees from the Confiscated Property Fund Balance to Confiscated Property Fund Operating Account 104-212-5-536-02 in the amount of \$6,786.



2017 FSA/SRI REGISTRATION GUIDELINES FOR U.S. COMPETITORS

U.S. TEAM REQUIREMENTS AND FEES

Each "competing team" member must be a sworn law enforcement, military or corrections officer, and a member of the registered agency's response team (SWAT, ERT, SRT, etc.).

- "Competing team" refers to all team members who are registered and eligible to compete in the team events during the week. Five (5) competitors are required for all mandatory team events; up to eight (8) team members may register. Those eight (8) personnel may alternate on any given event. If any team does not have five (5) members to compete in any given team event, that team will be disqualified.

The team registration fee of **\$1,100.00** includes all members of the team (up to 8). This fee includes a free Florida SWAT Association basic membership (valued at \$25 each) for each of the eight competing team members, training classes, participation in the individual competition events, entry into the FSA Meeting (Wednesday night), and entry into the Awards Ceremony/Dinner (Friday night).

U.S. INDIVIDUAL REGISTRATION REQUIREMENTS AND FEES

Any additional sworn personnel who accompany a registered team, or a sworn law enforcement officer from a police agency, may attend classes and participate in the individual events (non-team events). There is a **\$250 registration fee** for each individual that includes training classes on Monday, participation in the individual competition events, entry into the FSA Meeting (Wednesday night) and entry into the Awards Ceremony/Dinner (Friday night). These additional personnel and individual registrants will be considered "non-competing attendees."

TRAINING CLASS REGISTRATION

All members of a competing team are required to attend at least one (1) of the training classes scheduled on Monday, November 13, 2017. See the class schedule at www.floridaswat.org.

Training class selections may be modified until Friday, October 13, 2017. No changes will be allowed after October 13, 2017, unless there is a revision to the team roster or other extenuating circumstances. Each member's attendance at his/her class will be verified the day of the class. You will be required to sign the class sign-in sheet at the beginning of the course, as well as at the end of the course, in order to get credit for participating in the class. If a team member fails to show up for one (1) required training class, a one minute (1-minute) penalty will be assessed against his/her team as described below.

Each team is expected to bring all items needed for training and competition (i.e., weapons, ammo, gas masks, duty belts, protective eye and ear equipment, protective vests, etc.). It will be the responsibility of the team leader to acquire or borrow any needed equipment from another team or from a vendor.

Questions about training classes should be directed to Patti Russell at (407) 254-7345 or patti.russell@ocfl.net.

Questions? Contact Patti Russell @ (407) 254-7345 or Patti.russell@ocfl.net

SWAT ROUND-UP INTERNATIONAL 2017 EDUCATIONAL TRAINING COURSES

SUNDAY – NOVEMBER 12, 2017

MANDATORY TACTICAL DEBRIEF

COURSE TITLE	INSTRUCTOR	LOCATION	TIME
2015 San Bernardino Terrorist Attack	Deputy Chief Travis Walker Cathedral City, CA	Orlando Marriott - Ballroom	1330 - 1700

On December 2, 2015, Syed Rizwan Farook and Tashfeen Malik, a husband and wife, attacked a holiday party for the San Bernardino Department of Public Health with firearms and improvised explosive devices. In total, 14 people were murdered and 22 others seriously injured. This event, and the response by local agencies, has been the focus of national and local news for months. Deputy Chief Walker was the San Bernardino Police Department's SWAT Commander at the time of the attack and was the initial Incident Commander and Tactical Commander for the duration of the terrorist attack at the Inland Regional Center. He will discuss the tactical response to this event, as well as their team's tactics and lessons learned.

MONDAY – NOVEMBER 13, 2017

HOTEL COURSES

Morning Class - 8:00 a.m. to 12:00 Noon

Afternoon Class - 1:00 p.m. to 5:00 p.m.

2015 ATTACK ON DALLAS PD HEADQUARTERS DEBRIEF – Keith Rieg and Scott McDonnold, Dallas Police Department

A debrief will be conducted on the June 15, 2015 attack that occurred at the Dallas Police Department Headquarters by James Boulware from an armored van with what appeared to be a semi-automatic weapon. He then led police in a chase to nearby Hutchins, where he remained in the van in a standoff with police. The standoff ended when a police sniper fired a round from a .50-caliber rifle disabling the engine block, as well as additional rounds into the vehicle to disable the driver. After sending in robots to confirm the shooting and attempt to make entry into the vehicle, water charges were used to breach the windshield. Police then verified that the suspect was the only person in the vehicle and that he was dead. Police also found one bag outside of police headquarters that contained a pipe bomb.

Course#	AM-Mon-003	PM-Mon-003
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SWAT ROUND-UP INTERNATIONAL 2017 - EDUCATIONAL TRAINING COURSES

MONDAY – NOVEMBER 13, 2017

RANGE COURSES

Morning Class - 8:00 a.m. to 12:00 Noon

Afternoon Class - 1:00 p.m. to 5:00 p.m.

ADVANCED RAPPELLING TECHNIQUES – “TACTICAL ASCENDING” - Tom Foster / John Worsham, FL SWAT Association

SWAT team members will conduct a sequence of rappels demonstrating the following techniques: Tactical Ascending.

STUDENT REQUIREMENTS: Rappel gloves, rappel harness, helmet, rescue-8 descender and (2) locking carabineers. Assault gear optional.

Course#	AM-Mon-019	PM-Mon-019
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EXPLOSIVE BREACHING – Joe Littlejohn / Kris Brooks / Chris Hall, Florida SWAT Association (Orange County SO)

This course will demonstrate the use of a minimum amount of explosives needed to perform dynamic entries.

STUDENT REQUIREMENTS: Ear and eye protection (wrap around goggles/glasses), helmet, and long sleeve shirts.

Course#	AM-Mon-018	PM-Mon-018
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LAW ENFORCEMENT PROTECTIVE SECURITY OPERATIONS – Willie Womack (Retired) / Tom Wynn, US Department of HLS

The Law Enforcement Protective Security Operations (LEPSO) seminar is designed to provide the students with basic principles and concepts related to protective operation missions. Law enforcement officers are often tasked with this unique mission with little or no formal training. This 4-hour seminar will serve as an introduction and will highlight the 5-day comprehensive training program that is based largely on the established and tested methodologies used by the US Secret Service and the US Department of State's Bureau of Diplomatic Security Service. Subjects covered include Introduction to Protective Operations for LE; Protective Security Formations; Motorcade Operations (Arrival/Departure); Attack on Principal Drills; Threat Identification and Mitigation; Protective Security Equipment; Concentric Rings of Security; and Planning and Execution.

STUDENT REQUIREMENTS: Suit jacket – BDU type is sufficient, handgun (NO AMMO), belt type holster (either inside the waist band (IWB) or outside the waist band holster (OWB) – concealed). Remember, this class is covert and requires the student to have weapon concealed out of sight. NO THIGH HOLSTERS. Ear and eye protection, and water.

Course#	AM-Mon-006	PM-Mon-006
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LINEAR ASSAULT TRAINING – Members of Amtrak Police - Special Operations Unit

THIS COURSE IS SCHEDULED FROM 0800 HOURS TO 1700 HOURS ON MONDAY, 11/13/17. YOU MUST COMPLETE THE ENTIRE BLOCK OF INSTRUCTION IN ORDER TO MEET THE TRAINING REQUIREMENTS SET FORTH BY THE SRI COMMITTEE. FAILURE TO DO SO WILL RESULT IN A TIME PENALTY FOR YOUR TEAM. ONLY THOSE PRE-REGISTERED FOR THIS COURSE WILL BE ALLOWED TO THE OFF-SITE LOCATION – NO WALK INS ACCEPTED! In this course, participants will develop techniques and sharpen skills needed to effectively approach, enter and regain control of a passenger train set. Participants will be shown a brief PowerPoint presentation on topics such as historical threats to passenger rail, CQC, breaching methods, etc. Participants will use the developed techniques to completed scenarios designed to test and challenge the participant on fully functioning passenger train equipment.

STUDENT REQUIREMENTS: Full tactical duty gear (BDU's, boots, vest), gloves, eye protection and helmet. SIMS weapons will be provided. If you have a holster and magazines that will accommodate a Glock 22 pistol or Glock 17, please bring it with you. NO DUTY WEAPONS AND NO AMMO!!!

Course#	AM-Mon-014
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SWAT ROUND-UP INTERNATIONAL 2017 - EDUCATIONAL TRAINING COURSES

MONDAY – NOVEMBER 13, 2017

RANGE COURSES

Morning Class - 8:00 a.m. to 12:00 Noon
Afternoon Class - 1:00 p.m. to 5:00 p.m.

OFFICER RESCUE - William J. (BJ) Hall / John Mikula, Florida SWAT Association

This course will focus on the rescue of a downed officer/civilian and treatment. Students will be trained in advanced rescue techniques that can be used to perform a rescue in a high risk environment and the treatment to increase the chance of survival of the downed officer/civilian. Students will be trained in an open field rescue, rescue from a vehicle and rescue from a structure. During the training, we will teach the students how to extract an injured person from the point of injury using drag and carries, as well as other extraction devices (skeds, litters, etc.).

STUDENT REQUIREMENTS: Tactical uniform, vest, helmet, gloves and eye protection. NO WEAPONS OR AMMO.

Course#	AM-Mon-001
PM-Mon-001	

PERFORMANCE BASED PISTOL – Scott Reidy, Sig Sauer Academy

This course is designed to establish individual and team performance objectives for SWAT operators. Shooters will be tested cold to see where they are at and then introduced to objective based training to make rapid improvements. Every drill challenges the shooter based upon their individual performance through strict scoring of accuracy and speed. Participants will be shown the difference between outcome vs. performance based training and how to implement it into team training.

STUDENT REQUIREMENTS: Pistol, (3) magazines, holster and magazine pouch, eye and ear protection and (300) rounds of ammo.

Course#	AM-Mon-009
PM-Mon-009	

QUICK REACTION FORCE (QRF) TRAINING – Tim Stanley / James Parker, FL SWAT Association (Orlando PD)

QRF training will involve live fire course working through crowds and engaging suspect(s). The QRF will be in two four-man elements while providing an over watch detail. Lots of moving targets and challenges involved in a mass shooting scenario. This course will also encompass all aspects of deployment utilizing an Armored Vehicle, to include loading and unloading tactics, hands-on officer rescues, immediate action drills, live fire and firearms training within the vehicle and outside the vehicle.

STUDENT REQUIREMENTS: Students are expected to bring all weapons systems issued to them by their agency with sufficient ammunition to conduct firearms training (full kit – handguns (100 rounds) - long guns (200 rounds), eye protection, ear protection, helmet and entry/heavy vest.

Course#	AM-Mon-004
PM-Mon-004	

RIFLE / CARBINE FOR LAW ENFORCEMENT USE – Aaron Murray / Chris McFarland, Florida Bullet

Students attending this course will discover the capabilities and limitations of a rifle/carbine for law enforcement use. Topics covered will be industry standards for law enforcement relating to the use of different zero's, equipment/optics selection, ammunition selection, alternate shooting positions, transition drills, dynamic and static precision shooting, fundamentals of marksmanship, reloading, malfunction drills, multiple target engagements and the use of slings.

STUDENT REQUIREMENTS: Duty rifle with sling, minimum of (3) rifle magazines, duty belt with holster and magazine pouches, suitable footwear for rapid movement, clothing for training in any weather, wraparound eye protection, hearing protection, (250) rounds of rifle ammo, and (100) rounds of pistol ammo. Attendees are encouraged to train with duty gear/vest, but will have the capability of storing rifle magazines in pouches on their body.

Course#	AM-Mon-002
PM-Mon-002	

SWAT ROUND-UP INTERNATIONAL 2017 - EDUCATIONAL TRAINING COURSES

MONDAY – NOVEMBER 13, 2017

RANGE COURSES

Morning Class - 8:00 a.m. to 12:00 Noon
Afternoon Class - 1:00 p.m. to 5:00 p.m.

SHOTGUN SKILL BUILDER – Sig Sauer Academy

Sig instructors will guide students through a series of drills to sharpen their shotgun skills. We will improve your shotgun handling skills and take you through a variety of drills designed to improve accuracy, speed and overall performance. We find that many SWAT operators can shoot a shotgun, but they lack the skills to run a shotgun. We will run the student through a battery of tests in the beginning of class, then break them down on how to be more efficient in running the shotgun under stress and then run the tests again right at the end to check progress. Our goal is to make you better at running a shotgun in a SWAT application.

STUDENT REQUIREMENTS: Reliable, mechanically sound shotgun (pump or semi-automatic) with a sling, duty pistol, (3) magazines minimum, belt mounted, dominant side holster or duty rig, magazine pouches, sturdy belt at least 1.5" wide, footwear suitable for rapid movement and turning, clothing suitable for training in any weather, hydration system, wraparound eyewear (polycarbonate lenses or non-shattering prescription glasses), and earmuffs and earplugs. Ammo needed: (250) rounds of birdshot or buckshot (FRANGIBLE) (your choice); (25) slugs (FRANGIBLE); and (50) rounds of duty pistol ammo (FRANGIBLE). NOTE: PISTOL, BUCKSHOT AND SLUGS NEED TO BE FRANGIBLE AMMO AS YOU WILL BE SHOOTING ON STEEL TARGETS.

Course#	AM-Mon-010
	PM-Mon-010

TACTICAL RIFLE / SUBGUN COURSE – Cheyne Gilliland / Brad Pope, Florida SWAT Association (Sarasota County SO)

This class will cover basic and advanced drills in both stationary and moving positions. Rapid reloads and transitions will be covered and trained wearing your issued full tactical vest. Additionally, team training will be covered working in groups of 2 for movement drills across open areas addressing threats downrange. If time allows, we will end with a competition-style individual event. The drills are: Point of aim-point of impact; Left Right Center; Advanced Reload Drill; Move/Moving-Cover/Covering; and Competitive event - moving and shooting from various positions for time.

STUDENT REQUIREMENTS: Agency issued rifle/subgun with (750) rounds of FRANGIBLE (NON-COPPER JACKETED) rifle/subgun rounds. Agency issued handgun with (250) FRANGIBLE (NON-COPPER JACKETED) handgun rounds. Tactical vest as issued and deployed with during a callout, helmet, and eye and ear protection needed by each participant. Please bring drinks to stay hydrated. WE WILL BE SHOOTING ON STEEL SO PLEASE BRING FRANGIBLE, NON-COPPER JACKETED AMMUNITION AS DESCRIBED.

Course#	AM-Mon-011
	PM-Mon-011

TRANSITION PERFORMANCE COURSE – Michael Ayala / Jonas Polson, Shooter Performance Institute

The Transition Performance Course teaches the officer how to transition between his/her primary and secondary weapons while engaging an active shooter. The officer will be trained to be proficient on carbine to pistol transition that incorporates recoil management, high ready, low ready, aggressive ready, stationary shooting, shooting while moving, transitional target shooting and magazine changes (speed, tactical and re-load).

STUDENT REQUIREMENTS: In addition to your duty kit, the required gear for this course is eye and ear protection, soft armor, kneepads, gloves, (200) FRANGIBLE carbine rounds and (200) FRANGIBLE pistol rounds with (3) magazines for each weapon.

Course#	AM-Mon-008
	PM-Mon-008

SWAT ROUND-UP INTERNATIONAL 2017 - EDUCATIONAL TRAINING COURSES

MONDAY – NOVEMBER 13, 2017

RANGE COURSES

Morning Class - 8:00 a.m. to 12:00 Noon

Afternoon Class - 1:00 p.m. to 5:00 p.m.

USE OF TRIPODS DURING SNIPER DEPLOYMENTS – Brent Addison, FSA (Lakeland PD) / Chris Tipton, Collier CO SO

This course will cover positional shooting and sniper hide options utilizing a tripod. The use of tripods has greatly increased the deployment options in terms with hides and accuracy while shooting in positions other than prone. Participants will have the opportunity to engage targets out to 500 yards from various positions utilizing a tripod.

STUDENT REQUIREMENTS: Precision rifle with optics, sling, and (100) rounds of rifle ammunition (308 preferred). IF YOU BRING .223 OR 5.56 AMMO, IT WILL NEED TO BE FRANGIBLE. Tripod optional.

Course# AM-Mon-007 PM-Mon-007

WHAT SWAT MUST DO TODAY - Ron McCarthy, LAPD (Retired)/ R.M. McCarthy & Associates, Inc.

Good tactics, new technology and tough, smart cops are always required. In today's political climate, how law enforcement reacts to violent offenders and situations is only part of the solution. You must have the on-scene tactics connect to the after-action situation. Knowing how to survive the media, the U.S. Department of Justice-Civil Rights Section and your local critics is a necessity. This course will offer some solutions.

STUDENT REQUIREMENTS: Note taking materials.

Course# AM-Mon-005 PM-Mon-005

Monday – November 13, 2017

TRAINING CLASS @ HOTEL

MORNING CLASS - 8:00 A.M. TO 12 NOON

AFTERNOON CLASS - 1:00 P.M. TO 5:00 P.M.

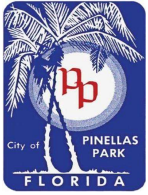
COURSE #	COURSE TITLE	INSTRUCTOR	LOCATION	TIME
AM-MON-003 PM-MON-003	2015 Attack on Dallas PD Headquarters	Keith Rieg / Scott McDonnold Dallas PD	Orlando Marriott Capri Room	0800 – 12 Noon 1300 - 1700

SWAT ROUND-UP INTERNATIONAL 2017 - EDUCATIONAL TRAINING COURSES

TRAINING CLASSES @ RANGE

MORNING CLASSES @ RANGE – 8:00 a.m. to 12:00 Noon
AFTERNOON CLASSES @ RANGE – 1:00 p.m. to 5:00 p.m.

COURSE #	COURSE TITLE	INSTRUCTOR	LOCATION	TIME
AM-MON-001 PM-MON-001	Officer Rescue	William J. (BJ) Hall / John Mikula Florida SWAT Association	Range Open Field 3	0800 – Noon 1300 - 1700
AM-MON-002 PM-MON-002	Rifle / Carbine for Law Enforcement Use	Aaron Murray / Chris McFarland Florida Bullet	Range North PPC	0800 – Noon 1300 - 1700
AM-MON-004 PM-MON-004	Quick Reaction Force Training	Tim Stanley / James Parker Florida SWAT Association / Orlando PD	Offsite Location TM Ranch	0800 – Noon 1300 - 1700
AM-MON-005 PM-MON-005	What SWAT Must Do Today	Ron McCarthy, L.A.P.D. (Retired) R.M. McCarthy and Associates	Range Classroom #3	0800 – Noon 1300 - 1700
AM-MON-006 PM-MON-006	Law Enforcement Protective Security Operations	Willie Womack (Retired) / Tom Wynn US Department of HLS	Range Classroom #2 / Shoothouse	0800 – Noon 1300 - 1700
AM-MON-007 PM-MON-007	Use of Tripods during Sniper Deployments	Brent Addison / Chris Tipton Florida SWAT Association	Range Rifle Range	0800 – Noon 1300 - 1700
AM-MON-008 PM-MON-008	Transition Performance Course	Michael Ayala / Jonas Polson Shooter Performance Institute	Range East PPC 1	0800 – Noon 1300 - 1700
AM-MON-009 PM-MON-009	Performance Based Pistol	Scott Reidy Sig Sauer	Range East PPC 2	0800 – Noon 1300 - 1700
AM-MON-010 PM-MON-010	Shotgun Skill Builder	Sig Sauer	Range Shotgun Pit	0800 – Noon 1300 - 1700
AM-MON-011 PM-MON-011	Tactical Rifle / Subgun Class	Cheyne Gilliland / Brad Pope Florida SWAT Association / Sarasota CO SO	Range West PPC 1	0800 – Noon 1300 - 1700
AM-MON-014	Linear Assault Training	Amtrak Police - Special Operations Unit	Offsite Location Amtrak Station Sanford	0800 - 1700
AM-MON-018 PM-MON-018	Explosive Breaching	Joe Littlejohn / Kris Brooks / Chris Hall Florida SWAT Association / Orange Co SO	Range EOD Berm	0800 – Noon 1300 - 1700
AM-MON-019 PM-MON-019	Advanced Rappelling Techniques "Tactical Ascending"	Tom Foster / John Worsham Florida SWAT Association / The Vertical Option, LLC	Range Rappel Tower	0800 – Noon 1300 - 1700



City of Pinellas Park

Staff Report

File #: 17-218, **Version:** 1

Agenda Date: 10/12/2017

AUTHORIZATION FOR MAYOR TO SIGN AN AGREEMENT FOR LATENT PRINT SERVICES, FORENSIC SCIENCE SERVICES, EVIDENCE AND PROPERTY SERVICE AND STORAGE - Pinellas County Sheriff's Office

NOTE: This contract revises and replaces the contract previously entered into between the City of Pinellas Park and the Pinellas County Sheriff's Office, dated October 1, 2016.

ACTION: (Approve - Deny) Authorization for the Mayor to sign the agreement for Crime Scene Services Agreement with Bob Gualtieri, as Sheriff of Pinellas County. This Agreement shall commence October 1, 2017 and will conclude September 30, 2018, for the minimum sum of \$184,485.40 to be charged to the appropriate account.

City of
PINELLAS PARK

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



FLORIDA

PHONE • (727) 369-0700
FAX • (727) 544-7448

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

August 15, 2017

Captain Michael Darroch
Pinellas Park Police Department
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #17-188
Law Enforcement Support Services Agreement w/PCSO

Dear Captain Darroch:

I have received and reviewed the above-referenced Agreement with the Pinellas County Sheriff's Office. 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
Chief Michael Haworth

JWD/dh



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Michael Darroch <mdarroch@pinellas-park.com>

Fwd: Atty Doc 17-188, contract for law enforcement support services

1 message

Lynn Ross <lross@pinellas-park.com>

Fri, Aug 11, 2017 at 11:05 AM

To: Nichole Strickland <nstrickland@pinellas-park.com>, Jennifer Carfagno <jcarfagno@pinellas-park.com>
Cc: "denhardtlaw@aol.com" <Denhardtlaw@aol.com>, Matthew Pruitt <mpruitt@pinellas-park.com>, Michael Darroch <MDarroch@pinellas-park.com>

Good Morning,

The attached PCSO Contract for Law Enforcement Support Services has been reviewed by the Human Resources Department. There are no additions, changes, or comments offered; as they may pertain to the evaluation or risk exposures.

Thank you.

----- Forwarded message -----

From: **Nichole Strickland** <nstrickland@pinellas-park.com>

Date: Fri, Aug 11, 2017 at 10:02 AM

Subject: Atty Doc 17-188, contract for law enforcement support services

To: Lisa Hendrickson <LHendrickson@pinellas-park.com>, Lynn Ross <LRoss@pinellas-park.com>, Matthew Pruitt <mpruitt@pinellas-park.com>

For your review.

Thank you,

Nichole Strickland, MMC
Deputy City Clerk
City Clerks Office
City of Pinellas Park
(727) 369-0618

PLEASE NOTE: All electronic mail sent to and from the City of Pinellas Park is subject to the Public Records provision of the Florida Statutes, and may be released as part of a public records request.

----- Forwarded message -----

From: **Michael Darroch** <mdarroch@pinellas-park.com>

Date: Fri, Aug 11, 2017 at 8:51 AM

Subject: Fwd: FY 18 contract for law enforcement support services

To: Nichole Strickland <nstrickland@pinellas-park.com>

Nicole,

Can you please run the attached contract by the City Attorney for approval ?

C4

----- Forwarded message -----

From: **Upman,Julie** <jupman@pcsonet.com>
Date: Tue, Aug 8, 2017 at 10:13 AM
Subject: FY 18 contract for law enforcement support services
To: Michael Darroch <mdarroch@pinellas-park.com>
Cc: "Moody,Lioudmila" <lmoody@pcsonet.com>

Hello, again, Captain, I was finishing your contract this morning when your earlier email came in; the FY 18 agreement is attached and now ready for your review. Please look this over and let me know if there are any questions or issues. Otherwise, it is ready for review and approval by your city commission. Once approved, please return to me and I will have the Sheriff sign and return a fully executed copy to you for your records.

Thank you for your assistance with this.

Julie L. Upman
Labor Relations Director
Pinellas County Sheriff's Office
Ph. (727) 582-6721
Fax (727) 582-6373
10750 Ulmerton Road, Largo FL 33778
jupman@pcsonet.com

"Leading the way for a safer Pinellas"

--

 Inline image 2

Captain Mike Darroch
Investigations Division Commander
Pinellas Park Police Department
Desk (727) 369-7802
Fax (727) 369-5703
mdarroch@pinellas-park.com

--

Lynn Ross

Human Resources Specialist
Human Resources Department
City of Pinellas Park
Phone: 727-369-0639, ext. 0639
Fax: 727-369-7867

This message may contain information that is privileged or exempt from disclosure in accordance with Florida Statutes. If you are not the intended recipient of this e-mail, please notify the sender, delete it, and do not read, act upon, print, disclose, copy, retain or redistribute it.



PinellasPark.contract.FY18.final.pdf

108K

17/18

AGREEMENT

COMES NOW, the CITY OF PINELLAS PARK, FLORIDA, a municipal corporation (hereinafter "CITY"), and BOB GUALTIERI, as Sheriff, Pinellas County, Florida (hereinafter "SHERIFF"), and agree as follows:

WHEREAS, the CITY desires to contract with the SHERIFF for assistance in examining latent fingerprints derived from crime scenes within the CITY and from suspects and victims of crimes occurring within the municipal limits of the CITY; and

WHEREAS, the CITY desires to contract with the SHERIFF for crime scene services and evidence and property storage for the CITY OF PINELLAS PARK Police Department; and

WHEREAS, the SHERIFF has available personnel and facilities to perform such services for the CITY; and

WHEREAS both the CITY and the SHERIFF believe the provision of such services as hereinafter provided is in the best interest of the safety and welfare of the citizens of the CITY and of Pinellas County and that such will facilitate the investigation of criminal activity and the apprehension of persons engaging in such activity;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, the parties hereto agree as follows:

1. LATENT PRINT SERVICES

A. The SHERIFF shall provide to the CITY latent print examination and analysis services.

B. Latent Print Examiners who perform these services shall be appropriately trained and qualified to examine latent fingerprints and to identify same.

C. Said Examiners shall be members of the Pinellas County Sheriff's Office and shall be subject to the direction and all rules and regulations of the SHERIFF.

D. Said Examiners shall be on duty to perform fingerprint examinations for the CITY eight (8) hours per day, five (5) days per week and shall as a part of their duties:

1. Examine fingerprints provided by the CITY to eliminate fingerprints of persons who have a legitimate reason to have their fingerprints at the premises or on an object.
2. Evaluate the quality of latent fingerprints provided by the CITY.
3. Compare the latent fingerprints of suspects provided by the CITY.
4. Appropriately document those latent fingerprints provided by the CITY that cannot be positively identified.
5. Prepare and provide to the CITY reports on all latent fingerprint identifications performed.
6. Attend depositions, hearings and trials and render expert testimony in the area of fingerprint identification.

E. In those instances where the CITY submits a complex or lengthy latent identification request, the SHERIFF shall devote the necessary personnel to perform the work.

F. The CITY shall provide one individual, to be designated by the CITY, who shall act as a liaison with the Examiners provided for herein. Said liaison shall:

1. Be a member of the CITY Police Department.
2. Be responsible for the timely and appropriate delivery of latent fingerprints and certain items of evidence to the SHERIFF.
3. Be responsible for the proper execution and delivery to the SHERIFF of correctly executed latent fingerprint request forms.
4. Be responsible for the return to the CITY of completed latent fingerprint request forms showing the results of such examination or comparison.

5. Serve as the SHERIFF'S contact with the CITY in all day-to-day matters relating to the examination of latent fingerprints pursuant to this Agreement.

G. The CITY shall pay the SHERIFF the sum of FORTY-THREE THOUSAND FOUR HUNDRED SIXTY-FOUR DOLLARS AND SEVENTY-FIVE CENTS (\$43,464.75) for the latent fingerprint services to be rendered pursuant to this Agreement, which provides payment for 525 latent print cases at a cost of EIGHTY-TWO DOLLARS AND SEVENTY-NINE CENTS (\$82.79) per case. Should the CITY'S number of cases exceed the 525 cases covered by this Agreement, it agrees to pay the EIGHTY-TWO DOLLARS AND SEVENTY-NINE CENTS (\$82.79) per each additional case. If the CITY has fewer than the 525 cases anticipated, the funds for the number of cases for which payment has been made above the amount of actual cases processed during the term of this Agreement shall be refunded to the CITY as soon as is practical after the final month of this contract term has been completed and the total number of cases for the year been determined.

2. FORENSIC SCIENCE SERVICES

A. The SHERIFF will provide to the CITY, upon request by the CITY, Forensic Science Specialists to document, process and collect evidence at crime scenes within the CITY. Said services shall include the photographing or otherwise documenting said crime scene, the collection of latent fingerprints, and the collection, testing, processing and retention of other evidence as such may be appropriate, within the scope and capabilities of the SHERIFF. Any processing or testing outside the SHERIFF'S capabilities shall be at the expense of the CITY but will be facilitated by the SHERIFF.

B. The SHERIFF shall provide to the CITY Police Department copies of all crime scene reports generated by SHERIFF'S personnel pursuant to this Agreement.

C. The CITY shall pay to the SHERIFF the sum of TWO HUNDRED TWENTY-FIVE DOLLARS AND TWENTY-ONE CENTS (\$225.21) for each crime scene processed by the SHERIFF and agrees to an initial payment for 265 calls for service during the period of this Agreement. For all requests for service in excess of 265 calls, the CITY shall pay to the SHERIFF the sum of TWO HUNDRED TWENTY-FIVE DOLLARS AND TWENTY-ONE CENTS (\$225.21) for each crime scene processed pursuant to this Agreement.

D. The CITY shall pay to the SHERIFF the sum of FIFTY-NINE THOUSAND SIX HUNDRED EIGHTY DOLLARS AND SIXTY-FIVE CENTS (\$59,680.65) for the 265 calls for service during the period of this Agreement.

E. Billing for requests for service in excess of the 265 calls during the period of this Agreement shall be invoiced monthly at the rate of TWO HUNDRED TWENTY-FIVE DOLLARS AND TWENTY-ONE CENTS (\$225.21) per call.

F. Any funds for unused calls for service from FY 2017-2018 shall be refunded to the CITY as soon as is practical after the final month of this contract term has been completed and the total number of calls for the year been determined.

G. The parties agree that the term "call for service" as used herein shall be defined as an incident, event or offense that requires a report or offense number made, recorded or taken by a member of the CITY Police Department for documentation purposes and which requires some reportable action by a SHERIFF'S Forensic Science Specialist. All services rendered under the same case number shall be deemed one call for service. Such offense

numbers shall be used to calculate calls for service with each offense number that results in a request for services being deemed a call for service.

3. EVIDENCE AND PROPERTY SERVICE AND STORAGE

A. During the term of this Agreement, the SHERIFF agrees to provide to the CITY storage, release and disposition of all seized evidence, found property and property being held for safekeeping as defined by Florida Statutes and the CITY of Pinellas Park Code of Ordinances within the SHERIFF'S Evidence and Property Storage Facility, except for non-evidentiary bicycles and breath, blood or urine samples obtained from persons suspected of operating vehicles or vessels while under the influence of alcohol or drugs, which samples shall be maintained by the Pinellas County Medical Examiner's Office.

B. The SHERIFF shall also transport drug items to and from the County lab as determined by the CITY Police Department. The SHERIFF shall be responsible for transporting all items of property or evidence as aforesaid from the CITY Police Department and transporting same to secure storage facilities maintained by the SHERIFF. However, where such items of property or evidence are large, voluminous, heavy or otherwise not compatible with transport by ordinary courier, it shall be the responsibility of the CITY Police Department to transport such items to the SHERIFF'S Evidence and Property Storage Facility.

C. The SHERIFF shall store and maintain chain of custody of all evidence and other property in accordance with current general orders and SOP's.

D. All evidence and other property seized, found or held for safekeeping by the SHERIFF for the CITY Police Department shall be disposed of in accordance with Florida law or as otherwise ordered by a court of law. Nothing herein shall prevent the CITY from

retaining any of its evidence or other property as part of the CITY's inventory of property or donated by the CITY to a qualified non-profit organization in accordance with Florida law.

E. The CITY shall pay to the SHERIFF the sum of EIGHTY-ONE THOUSAND THREE HUNDRED FORTY DOLLARS AND NO CENTS (\$81,340.00) for the evidence processing and storage service, which provides payment for 7,000 evidence items at a cost of ELEVEN DOLLARS AND SIXTY-TWO CENTS (\$11.62) per item. Should the CITY'S number of items exceed the 7,000 items covered by this Agreement, it agrees to pay the ELEVEN DOLLARS AND SIXTY-TWO CENTS (\$11.62) per each additional item. If the CITY has fewer than the 7,000 items anticipated, the funds for the number of items for which payment has been made above the amount of actual items processed during the term of this Agreement shall be refunded to the CITY as soon as is practical after the final month of this contract term has been completed and the total number of items for the year been determined.

4. TOTAL COMPENSATION

The CITY agrees to pay to the SHERIFF, on October 1, 2017, the sum of ONE HUNDRED EIGHTY-FOUR THOUSAND FOUR HUNDRED EIGHTY-FIVE DOLLARS AND FORTY CENTS (\$184,485.40) which reflects the minimum sum due for all services to be rendered during the term of this Agreement.

5. CONTACT PERSONS

The SHERIFF agrees to use best efforts and necessary resources available to the SHERIFF to carry out the terms and conditions of this Agreement. Both parties agree that they will cooperate and work together to carry out the terms and conditions of the Agreement. To that

end, the parties agree that the following individuals shall be the contact persons of the CITY and SHERIFF respectively:

FOR THE CITY

Michael L. Haworth, Chief
P. O. Box 1100
Pinellas Park, FL 33780
(727) 541-0789

FOR THE SHERIFF

Major Stefanie Campbell
P. O. Drawer 2500
Largo, FL 33779-2500
(727) 582-6410

6. TERMINATION

Either party may terminate this Agreement upon providing notice of such termination in writing thirty (30) days in advance of the date of termination. Upon such termination, the SHERIFF shall retain such sums from the payment set forth above as reflect actual calls for service at the rate provided herein and shall refund the remainder to the CITY.

7. COMPLETE AGREEMENT

This Agreement constitutes the full and complete understanding of the parties.

8. MODIFICATION

This Agreement may be modified or amended only by a document in writing signed by both of the parties hereto.

9. ASSIGNMENT

Neither party shall assign any obligations or responsibilities under this Agreement to any third party.

10. INDEMNIFICATION

Each party shall be liable for the negligent acts or omissions of its own employees in the performance of this Agreement. Nothing contained herein shall be construed to limit or

modify the provisions of Florida Statute 768.28. Nothing herein shall abrogate or expand the sovereign immunity enjoyed by the CITY and the SHERIFF pursuant to the provisions of Chapter 768, Florida Statutes, nor shall any third party receive any benefit whatsoever from the indemnification provided herein.

11. TERM OF AGREEMENT

This Agreement shall be for a period of one (1) year commencing October 1, 2017, and concluding September 30, 2018.

The parties agree that where the Agreement is not terminated as provided for above, the terms of this Agreement shall automatically continue for 120 days beyond September 30, 2018, in the event a replacement contract has not yet been completely executed. The CITY shall pay to the SHERIFF the same sum as is due per this Agreement, and the parties agree that any change in the annual cost of service, if any, shall be retroactively applied for services rendered from October 1, 2018, through the duration of the replacement contract, and shall immediately be paid by the CITY to the SHERIFF if an additional sum is due, or credited to the CITY, if a refund is due for the services already provided, with any credits from this Agreement as provided herein factored into the balance due or credit owed.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF the parties to this Agreement have caused the same to be signed by their duly authorized representatives this ____ day of _____ 2017.

ATTEST:

CITY OF PINELLAS PARK, FLORIDA

City Clerk

Mayor

Approved as to form and content:

Countersigned:

City Attorney

Deputy City Clerk

SHERIFF, PINELLAS COUNTY, FLORIDA

Bob Gualtieri, Sheriff



City of Pinellas Park

Staff Report

File #: 17-222, **Version:** 2

Agenda Date: 10/12/2017

APPOINTMENT TO THE PARKS AND RECREATION BOARD - Shannon Harner

NOTE: One teen vacancy is available on the Parks and Recreation Advisory Board. The Parks and Recreation Advisory Board has interviewed Ms. Shannon Harner for the position. The Parks and Recreation Advisory Board recommends Council to approve the appointment of Ms. Shannon Harner effective October 12, 2017 with a term to expire October 31, 2018.

ACTION: (Approve - Deny) The appointment of Shannon Harner to the Parks and Recreation Advisory Board for a term effective October 12, 2017 with a term to expire October 31, 2018.

**City of Pinellas Park
Recreation Board Minutes
June 26, 2017
Unapproved**

Chair called the meeting to order at 7:00 pm at Broderick Recreation Center.

I. Call to Order - Roll Call

Members Present: Connie Bruce, Jeanne Kepple, John Miller, Mary Ann Smith, and Thomas Nicholls. Barbara Van Camp and Cheryl Curry were absent.

City Staff Present: Keith Sabiel, Recreation Director; Richard Rock, Recreation Program Manager; Amanda Hisle, Staff Assistant; Matt Bale, Parks Director

Guests: Shannon Harner, DJ Schwalier, Emilia Tito and Thomas Tito, Karen Ford, Neil Kummerer

II. Approval of Minutes from June 26, 2017 Recreation Board Meeting

MOTION was made by Mary Ann Smith and seconded by Jeanne Kepple to accept and approve the June 26, 2017 Minutes as presented. The Board voted unanimously to approve the minutes.

III. Board Agenda Items

Park Updates:

Broderick bankshot court has been repurposed with lower hoops and lines. The condensed courts are frequently being used by the children.

Pinebrook Park – The Parks and Recreation Board will be voting on the pavilion recommendations for the location of the new pavilion which burnt down earlier this year. The concrete slab was damaged in the fire and due to this the footings need to come out on Wednesday this week. The soil was disturbed from the existing slab and the pavilion must be moved. During the crime watch meeting we were prompted to go back to the drawing board to find new places for the pavilions. The CIP allows for a bathroom to be placed which should be considered when determining the placement of the new pavilion. The board took the suggestions of Public Works Administrator and accepted suggestion site #3. Connie Bruce motioned for suggestion site #3, motion was seconded by Jeannie Kepple. The Board voted unanimously to approve the location for preferred location site #3.

Broderick Park Dog Park – Across the street from Broderick Rec Center, there is suggestions to put in a large dog park. The park would be larger than the one at Helen Howarth Park. A 15.5 feet buffer between the resident's fences and the fence to the dog park. It would serve the rec center well due to the residence bringing the animals to the open field and letting them off leash. It would prevent child and animal interactions. Concerns brought up regarding parking shortage but should not be an issue due to location next to existing parking lot. Also, noise could become an issue due to pedestrian and animal traffic but was suggested if issues arise bushes could be put up to assist. Motion issued by Mary Ann Smith in favor of the dog park, motion seconded by Connie Bruce. The Board voted unanimously to approve the dog park at Broderick Park.

Recreation Program Updates:

Broderick- Summer camp was great with adopt an animal. Soda can collections occurred throughout the city and 10000 cans were received so we can present the Clearwater Aquarium with a check to adopt Winter the Dolphin. Trying to adopt a panther for next summer's conservation efforts. Field trips kept the children busy all summer long, TI Fun Center, Old MOSI, etc. Afterschool program is building through the city and the center open's house went wonderfully.

60-70 children currently in before and afterschool. Ping Pong takes place on Mondays, Wednesday, and Fridays mornings and Tuesdays and Thursdays nights are when they play. Always welcoming and bringing in guests to help others learn table tennis. Pushing our community involvement throughout the city, we are here for them.

Forbes- Summer camp was great. There were no complaints from any rec center this summer. Big thanks to the staff for making camp great this summer. 110 children attended each day. Adult basketball league currently at 2 nights per week with 8 teams per league and has come far from its beginning three years ago. We are getting good feedback from the players, league is one of the best in the county, refs are professional. New season starting this September. Forbes will be undergoing some updates including a new A/C in the gym, new flooring in the multipurpose room and the arts and crafts room. We have started a new drop in volley ball league which will play Tuesdays and Thursdays. Players coming from Honeywell following the concern their existing gym will be closing. This will run until youth basketball begins. Coming in September, ComicCon will be occurring and will have special guests like the creator of My Little Pony and the Harley Quinn comics. Self defense program was brought up by Mary Ann Smith of the board. An individual was doing self defense four nights a week at Forbes and Broderick, however his numbers dwindled and he was moved to the Senior Center. Another individual wants to do martial arts and the existing instructor is opposed to another person coming in to do such activities. The board recommended that we offer another instructor to come in and offer defense tactics or self defense classes if the space is available.

Aquatics- Pool renovations have completed Phase I by updating the building, painting, epoxy floors, and TVs, ADA compliant. We would like to thank our facilities department for all they have done assisting in the renovations. Phase II renovations will be on the pump house. The existing underground pump house is a hazard with all the chemicals, confined space, and will be redone. Bidding is due this Friday and renovations will be finished before the opening next season. Pool movies have been ok and we are looking for board recommendations of future movies. The attendance has not been as good as hoped, we are looking for guidance whether we should offer more popular movies or should we offer fewer movies. The board suggested offering one movie a month and offering concessions to help draw in more individuals.

Youth Park- Summer camp was great with 61 campers! Doubled attendance from last year. We are also picking up double the number of children from the high school this year from years previous. Trying to get neighborhood involved and letting them know the kids have somewhere safe to go and you can tell it's working. Teensgiving will occur this year where the teens will bake sweets, like cookies, brownies and pastries for fundraising event around Thanksgiving and they will open the Teen Center and allow neighborhood children to come and enjoy a dinner together and bring awareness to the Teen Center.

Senior- Senior Center is welcoming and they do so much. Play shuffleboard, pancake breakfast, fundraisers, and many other events! Shuffleboard is continuing to grow in popularity following the renovations. The shuffleboard roof is complete with LED lights and will soon have the 2 16 foot fans! Our senior outings continue to do well. 28 seniors went to the rays games and we will have a trip to the casino this week. This year we will have the funding for the large bus so that we can take more individuals and not have to use so much staff during these senior outings.

Special Events – Pumpkin Fun Run – Our October 21st Pumpkin Fun Run will be raising funds for the Kawanis Club. It will be held at Freedom Lake Park at 8 am. All funds will be donated directly to the Kawanis Club which they will collaborate with Pinellas Park to install a local splashpad.

Equestrian Updates:

There were no updates for this section at this time, however, slowly but surely following the Equestrian members joining the board we will have more topics to touch on.

Vote on Board Members:

There are currently four open positions for the Board, including two equestrian positions, one regular position, and one teen position. Each present individual was asked to stand and tell a little about themselves and answer questions the board has. The individuals elected to the Board include, Neil Kummerer (Equestrian), Jamie Tomlin (Equestrian), Emilia Tito (Regular), and Shannon Harner (teen). The Board voted unanimously to vote these members to the Parks and Recreation Advisory Board.

Future Meeting locations – Mark your calendars.

August 28, 2017 Meet at Forbes Recreation Center

7:00 pm

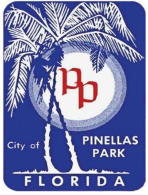
V. Adjournment

MOTION to adjourn the meeting was made by Connie Bruce. Seconded by Mary Ann Smith. Motion passed and the meeting was adjourned at 8:49 pm.

Respectfully submitted,

Keith Sabiel
Recreation Director

Connie Bruce
Chair



City of Pinellas Park

Staff Report

File #: 17-221, **Version:** 1

Agenda Date: 10/12/2017

APPOINTMENT TO THE PARKS AND RECREATION BOARD - Neil Kummerer and Jamie Tomlin

NOTE: Two equestrian positions are available on the Parks and Recreation Advisory Board. The Parks and Recreation Advisory Board recommends Council to approve the appointment of Mr. Neil Kummerer and Ms. Jamie Tomlin effective October 12, 2017 with a term to expire December 31, 2017.

ACTION: (Approve - Deny) The appointment of Neil Kummerer and Jamie Tomlin to the Parks and Recreation Advisory Board for a term effective October 12, 2017 with a term to expire December 31, 2017.

**City of Pinellas Park
Recreation Board Minutes
June 26, 2017
Unapproved**

Chair called the meeting to order at 7:00 pm at Broderick Recreation Center.

I. Call to Order - Roll Call

Members Present: Connie Bruce, Jeanne Kepple, John Miller, Mary Ann Smith, and Thomas Nicholls. Barbara Van Camp and Cheryl Curry were absent.

City Staff Present: Keith Sabiel, Recreation Director; Richard Rock, Recreation Program Manager; Amanda Hisle, Staff Assistant; Matt Bale, Parks Director

Guests: Shannon Harner, DJ Schwalier, Emilia Tito and Thomas Tito, Karen Ford, Neil Kummerer

II. Approval of Minutes from June 26, 2017 Recreation Board Meeting

MOTION was made by Mary Ann Smith and seconded by Jeanne Kepple to accept and approve the June 26, 2017 Minutes as presented. The Board voted unanimously to approve the minutes.

III. Board Agenda Items

Park Updates:

Broderick bankshot court has been repurposed with lower hoops and lines. The condensed courts are frequently being used by the children.

Pinebrook Park – The Parks and Recreation Board will be voting on the pavilion recommendations for the location of the new pavilion which burnt down earlier this year. The concrete slab was damaged in the fire and due to this the footings need to come out on Wednesday this week. The soil was disturbed from the existing slab and the pavilion must be moved. During the crime watch meeting we were prompted to go back to the drawing board to find new places for the pavilions. The CIP allows for a bathroom to be placed which should be considered when determining the placement of the new pavilion. The board took the suggestions of Public Works Administrator and accepted suggestion site #3. Connie Bruce motioned for suggestion site #3, motion was seconded by Jeannie Kepple. The Board voted unanimously to approve the location for preferred location site #3.

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Future Meeting locations – Mark your calendars.

August 28, 2017 Meet at Forbes Recreation Center

7:00 pm

V. Adjournment

MOTION to adjourn the meeting was made by Connie Bruce. Seconded by Mary Ann Smith. Motion passed and the meeting was adjourned at 8:49 pm.

Respectfully submitted,

Keith Sabiel
Recreation Director

Connie Bruce
Chair



City of Pinellas Park

Staff Report

File #: 17-219, **Version:** 1

Agenda Date: 10/12/2017

REVOCATION OF APPOINTMENT TO THE RECREATION BOARD - Sandy Tidd

NOTE: At the November 10, 2016 council meeting, Ms. Sandy Tidd was reappointed to the Recreation Board effective January 1, 2017, with a term to expire December 31, 2018. Ms. Tidd has been unable to attend meetings since this reappointment. The Recreation Board recommends the revocation of the appointment of Ms. Sandy Tidd to the Recreation Board.

ACTION: (Accept - Deny) Revocation of appointment of Sandy Tidd to the Recreation Board.

**City of Pinellas Park
Recreation Board Minutes
June 26, 2017
Unapproved**

Chair called the meeting to order at 7:03 pm at Youth Park Recreation Center.

I. Call to Order - Roll Call

Members Present: Connie Bruce, Jeanne Kepple, John Miller, Mary Ann Smith, and Thomas Nicholls. Barbara Van Camp and Cheryl Curry were absent.

City Staff Present: Keith Sabiel, Recreation Director; Jack Whittaker, Recreation Program Manager; Amanda Hisle, Staff Assistant.

Guests: Sharon Goldston, Jackie Riley, and Neil Kummerer, all former equestrian board members.

II. Approval of Minutes from March 27, 2017 Recreation Board Meeting

MOTION was made by Mary Ann Smith and seconded by Jeanne Kepple to accept and approve the March 27, 2017 Minutes as presented. The Board voted unanimously to approve the minutes.

III. Board Agenda Items

Vote on Board Members

Motion by Mary Ann Smith, seconded by Jeanne Kepple to remove Sandy Tidd from the Board; motion carries.

Introduction of people interested in the Equestrian Seats

Parks and Recreation Advisory Board has been combined and has two seats are available for former equestrian board members. Equestrian Board members would receive an agenda, go over trail safety and conditions, arena improvements, and discuss the mounted training. Sharon Goldston was the Chair for the equestrian board for 12 years. Neil Kummerer member of equestrian board for 5 years, owns a local horse boarding stable business, and worked for the St Pete FD. Jackie Riley was a member for 1.5 years and owns a local boarding stable as well.

Park Updates:

Broderick bankshot court is undergoing remodeling. Two fences have been taken down, smaller goals put in, and new court lines will be painted.

Recreation Program Updates:

Broderick- Summer camp is great; still accepting children. 70 children currently; can accept up to 10 more children. Tammy has amped up the crafts at Broderick. Tammy is from the Senior Center and Nancy is from Broderick and have switched places. Ping pong tables are being used and about 25 people are in attendance at these events.

Forbes- Summer camp is great. 90 children attended Rays Games last week. Adult basketball league currently at 2 nights per week with 8 teams per league. Keith and Rock have done a great job at getting these teams full.

Aquatics- Pool renovations have completed Phase I by updating the building, floors, and TVs. Fully staffed finally and has hired a teen from the teen center as a lifeguard. Would like to continue hiring teens from the center to help develop community. Community pool party had 176 people

and was very successful. Pool movies have been good and have turned out quite well despite the storms. Upcoming movies: Incredibles and Monsters, Inc. Teen night occurs Friday and will have games and lots of fun for teens only.

Youth Park- Summer camp is great with 61 campers! Doubled attendance in the last year. Fishing trips have been scheduled for Thursday mornings. Staff and teen input has brought up many event ideas and include Mani/Pedi day for the girls at camp, discussions have occurred regarding getting an employee Red Cross Certifications to help train teens in babysitting, video game tournaments, flag football tournaments. Collaborating with the Boys and Girls Club to involve teens in the community by competing in flag football, basketball, and kickball for some friendly rivalry. Trying to get neighborhood involved and letting them know the kids have somewhere safe to go and you can tell it's working.

Senior- Great individuals at this center. A lot of individuals volunteer to make food for events, like bingo and casino night. Teens came in and baked cookies the seniors and had a blast. Shuffle board renovation is currently occurring. Shuffleboard will be at the Ranch Mobile until the shuffle board renovations are completed. Thai Chi Monday, Wednesday, and Friday's. This center is the busiest center in Pinellas Park.

Special Events - Sickle Cell Event – Event is for one of the girls at Broderick Rec Center. The silent auction fundraiser brought in \$3000.00 for the foundation. Hoping to promote and grow the event in the coming years.

Future Meeting locations – Mark your calendars.

August 28, 2017 Meet at Broderick Recreation Center

7:00 pm

V. Adjournment

MOTION to adjourn the meeting was made by Jeanne Kepple. Seconded by Mary Ann Smith. Motion passed and the meeting was adjourned at 8:05 pm.

Respectfully submitted,

Keith Sabiel
Recreation Director

Connie Bruce
Chair

City of

PINELLAS PARK

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PINELLAS PARK, FL 33780-1100



FLORIDA

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Sept 20, 2017

Dear Sandy Tidd,

You were elected to the Parks and Recreation Advisory Board and approved by Council in April 2016, since this time you have been absent from 4 number of meetings. The Parks and Recreation Board unanimously recommended that your term on the Parks and Recreation board be revoked.

Sincerely,

Connie Bruce

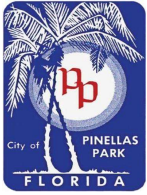
Connie Bruce

Pinellas Park Parks and Recreation Advisory Board Chair



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City of Pinellas Park

Staff Report

File #: 17-227, **Version:** 1

Agenda Date: 10/12/2017

AUTHORIZATION FOR NEGOTIATIONS - RFP 17/022 - CONTINUING SERVICES - CONSTRUCTION, ENGINEERING & INSPECTION

NOTE: The Evaluation Committee, in accordance with Resolution 15-12 has reviewed the proposals submitted and recommends four consultants in the following order: 1) Cardno, Inc., 2) H2R Corp., 3) DRMP, Inc. and 4) JMT, Inc. Upon Council's recommendation and authorization, the City Manager will negotiate competitively with the most qualified firm; and should he fail to reach an agreement, he will then negotiate with the remaining firms in order of preference, in accordance with Section 287.055, Florida Statutes.

ACTION: (Approve - Deny) Authorization for City Manager to negotiate with the firms recommended by the Evaluation Committee, in order of preference as recommended, for 1) Cardno, Inc., 2) H2R Corp., 3) DRMP, Inc. and 4) JMT, Inc.

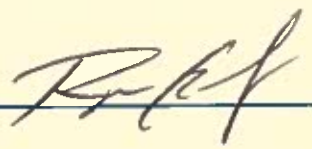
RFP 17/022
CONTINUING SERVICES - CEI

FINAL RATING	CARDNO INC.	DRMP INC.	H2R CORP.	JMT INC. (JOHNSON, MIRMIRAN & THOMPSON, INC.)
1. Firm's or individual's capabilities to perform the work; (23 points)	121	121	122	116
2. Firm's or individual's adequacy of Personnel; (10 points)	53	52	52	47
3. Firm's or individual's past record; (15 points)	79	78	76	78
4. Firm's or individual's experience; (15 points)	79	76	76	77
5. Firm's or individual's approach & Understanding; (10 points)	53	53	54	56
6. Firm's or individual's knowledge & experience with FDOT Local Agency Program; (15 points)	85	82	85	82
7. Firm's or individual's recent, current & projected workloads; (3 points)	15	15	17	14
8. Firm's or individual's record in the ability to resolve construction problems; (9 points)	46	46	45	47
TOTAL	531 (1)	523 (3)	527 (2)	517 (4)

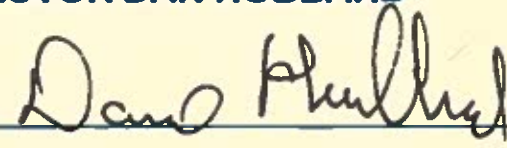
RFP 17/022
CONTINUING SERVICES - CEI

<p align="center">PRESENTATION RATING</p> <p align="center">PRINCIPAL PLANNER KATHY GADEMER</p> <p>SIGNATURE: <u>Kathy Gademere</u></p>	CARDNO INC.	DRMP INC.	H2R CORP.	JMT INC. (JOHNSON, MIRMIRAN & THOMPSON, INC.)
1. Firm's or individual's capabilities to perform the work; (23 points)	22	21	23	20
2. Firm's or individual's adequacy of Personnel; (10 points)	10	9	10	10
3. Firm's or individual's past record; (15 points)	15	13	15	14
4. Firm's or individual's experience; (15 points)	15	14	14	15
5. Firm's or individual's approach & Understanding; (10 points)	9	8	9	10
6. Firm's or individual's knowledge & experience with FDOT Local Agency Program; (15 points)	15	14	15	14
7. Firm's or individual's recent, current & projected workloads; (3 points)	3	2	3	3
8. Firm's or individual's record in the ability to resolve construction problems; (9 points)	9	9	8	9
<p align="center">TOTAL</p>	>>>>>	>>>>>	>>>>>	>>>>>

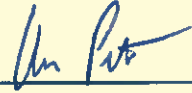
RFP 17/022
CONTINUING SERVICES - CEI

PRESENTATION RATING SEWER SERVICES FOREMAN RYAN GONZALEZ SIGNATURE: 	CARDNO INC.	DRMP INC.	H2R CORP.	JMT INC. (JOHNSON, MIRMIRAN & THOMPSON, INC.)
1. Firm's or individual's capabilities to perform the work; (23 points)	20	20	20	21
2. Firm's or individual's adequacy of Personnel; (10 points)	9	8	8	9
3. Firm's or individual's past record; (15 points)	12	12	8	12
4. Firm's or individual's experience; (15 points)	13	12	11	13
5. Firm's or individual's approach & Understanding; (10 points)	8	8	8	9
6. Firm's or individual's knowledge & experience with FDOT Local Agency Program; (15 points)	14	14	12	14
7. Firm's or individual's recent, current & projected workloads; (3 points)	2	2	3	2
8. Firm's or individual's record in the ability to resolve construction problems; (9 points)	8	7	6	8
TOTAL	>>>>>	>>>>>	>>>>>	>>>>>


RFP 17/022
CONTINUING SERVICES - CEI

PRESENTATION RATING TRANSPORTATION/STORMWATER DIRECTOR DAN HUBBARD SIGNATURE: 	CARDNO INC.	DRMP INC.	H2R CORP.	JMT INC. (JOHNSON, MIRMIRAN & THOMPSON, INC.)
1. Firm's or individual's capabilities to perform the work; (23 points)	18	19	17	17
2. Firm's or individual's adequacy of Personnel; (10 points)	9	9	9	9
3. Firm's or individual's past record; (15 points)	15	15	15	15
4. Firm's or individual's experience; (15 points)	15	15	15	15
5. Firm's or individual's approach & Understanding; (10 points)	10	10	10	10
6. Firm's or individual's knowledge & experience with FDOT Local Agency Program; (15 points)	14	14	14	14
7. Firm's or individual's recent, current & projected workloads; (3 points)	3	3	3	3
8. Firm's or individual's record in the ability to resolve construction problems; (9 points)	9	9	9	9
TOTAL	>>>>>	>>>>>	>>>>>	>>>>>

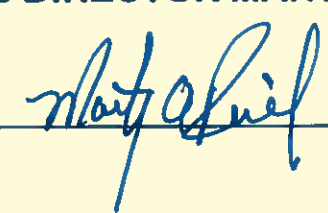
RFP 17/022
CONTINUING SERVICES - CEI

PRESENTATION RATING CONSTRUCTION SERVICES DIRECTOR AARON PETERSEN SIGNATURE: <u></u>	CARDNO INC.	DRMP INC.	H2R CORP.	JMT INC. (JOHNSON, MIRMIRAN & THOMPSON, INC.)
1. Firm's or individual's capabilities to perform the work; (23 points)	20	20	20	18
2. Firm's or individual's adequacy of Personnel; (10 points)	8	8	7	7
3. Firm's or individual's past record; (15 points)	10	10	10	10
4. Firm's or individual's experience; (15 points)	10	9	10	9
5. Firm's or individual's approach & Understanding; (10 points)	8	9	9	9
6. Firm's or individual's knowledge & experience with FDOT Local Agency Program; (15 points)	14	13	14	13
7. Firm's or individual's recent, current & projected workloads; (3 points)	1	2	2	2
8. Firm's or individual's record in the ability to resolve construction problems; (9 points)	5	5	5	5
TOTAL	>>>>>	>>>>>	>>>>>	>>>>>

RFP 17/022
CONTINUING SERVICES - CEI

PRESENTATION RATING VICE MAYOR JERRY MULLINS SIGNATURE: 	CARDNO INC.	DRMP INC.	H2R CORP.	JMT INC. (JOHNSON, MIRMIRAN & THOMPSON, INC.)
1. Firm's or individual's capabilities to perform the work; (23 points)	18	19	19	18
2. Firm's or individual's adequacy of Personnel; (10 points)	7	8	8	7
3. Firm's or individual's past record; (15 points)	12	13	13	12
4. Firm's or individual's experience; (15 points)	11	11	11	10
5. Firm's or individual's approach & Understanding; (10 points)	8	8	8	8
6. Firm's or individual's knowledge & experience with FDOT Local Agency Program; (15 points)	13	12	15	12
7. Firm's or individual's recent, current & projected workloads; (3 points)	3	3	3	3
8. Firm's or individual's record in the ability to resolve construction problems; (9 points)	7	7	8	7
TOTAL	=====	=====	=====	=====

**RFP 17/022
CONTINUING SERVICES - CEI**

PRESENTATION RATING UTILITIES DIRECTOR MARTY REICH SIGNATURE: 	CARDNO INC.	DRMP INC.	H2R CORP.	JMT INC. (JOHNSON, MIRMIRAN & THOMPSON, INC.)
1. Firm's or individual's capabilities to perform the work; (23 points)	23	22	23	22
2. Firm's or individual's adequacy of Personnel; (10 points)	10	10	10	5
3. Firm's or individual's past record; (15 points)	15	15	15	15
4. Firm's or individual's experience; (15 points)	15	15	15	15
5. Firm's or individual's approach & Understanding; (10 points)	10	10	10	10
6. Firm's or individual's knowledge & experience with FDOT Local Agency Program; (15 points)	15	15	15	15
7. Firm's or individual's recent, current & projected workloads; (3 points)	3	3	3	1
8. Firm's or individual's record in the ability to resolve construction problems; (9 points)	8	9	9	9
TOTAL	>>>>>	>>>>>	>>>>>	>>>>>