



City of Pinellas Park

City Council

Agenda

Thursday, March 22, 2018

6:00 PM

City Council Chambers

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

OATHS OF OFFICE

Administration of Oaths of Office

MAYOR - SANDRA LEE BRADBURY

CITY COUNCIL SEAT #2 - PATRICIA F. JOHNSON

CITY COUNCIL SEAT #1 - KEITH V. SABIEL

SELECTION OF VICE-MAYOR AND OATH OF OFFICE

ACTION: (Approve - Deny) Selection of Council Member _____ to serve as Vice-Mayor with term to run from March 23, 2018 through March 28, 2019.

See Vice-Mayor list

I. DECLARATIONS, PROCLAMATIONS AND PRESENTATIONS

SPECIAL 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 March 8, 2018, as on file in the City Clerk's office.

III. PUBLIC HEARINGS

P1 ORDINANCE NO. 4053. ORDINANCE AMENDING CHAPTER 10 (WATER, SEWER AND OTHER UTILITIES) SECTION 10-121(A)b OF THE CODE OF ORDINANCES

PUBLIC HEARING SECOND AND FINAL READING

(Speaker - Sonny Kotala, Finance Administrator)

NOTE: Chapter 10 (Water, Sewer and Other utilities) is being amended by revising Chapter 10 to change the rate of interest per annum from three percent (3%) to one hundred eleven thousandth percent (0.111%).

C1 on 3/8/18 Council agenda.

ACTION: (Pass - Deny) Ordinance No. 4053. Public hearing second and final reading.

Department: Finance

Reference Material: [OrdCh10AttyLtr](#)

- P2 ORDINANCE NO. 4052. ANNEXING INTO THE CITY OF PINELLAS PARK A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 10925 US HIGHWAY 19 NORTH (HITCH KING LAND TRUST CARE OF: FIRST FLORIDA BUSINESS CONSULTANTS AX18-2)**

PUBLIC HEARING SECOND AND FINAL READING

(Speaker - Shannon Coughlin, Economic Development Manager)

NOTE: This is a voluntary annexation of 1.13 acres MOL of contiguous commercial property located at 10925 US Highway 19 North.

C16 on 1/11/18 Council agenda.

ACTION: (Pass - Deny) Ordinance No. 4052. Public hearing second and final reading.

Department: Community Development

Reference Material: [AX18-2 Ordinance, Petition, Map, Attorney Letter.pdf](#)

IV. CONSENT AGENDA

- C1 AUTHORIZATION FOR MAYOR TO SIGN ANNEXATION AGREEMENT WITH RICK BRUNK AND KACY BRUNK (AX18-3) - Annexation of 0.28 acres MOL located at 7190 79th Street North**

NOTE: This is a voluntary annexation of 0.28 acres MOL of contiguous residential property located at 7190 79th Street North. A single-family home is currently located on the site. The annual projected revenue is Seven Hundred Sixty-Three Dollars (\$763). No City funds were expended or City fees waived.

ACTION: (Approve - Deny) Authorization for Mayor to sign an Annexation Agreement with Rick

Brunk and Kacy Brunk for annexation of 0.28 acres MOL of residential property located at 7190 79th Street North.

Department: Community Development

Reference Material: [annex agmt, comments, rev analysis, map, atty ltr.pdf](#)

C2 APPROVAL OF VOLUNTARY ANNEXATION OF PROPERTY OWNED BY BENJAMIN J. CROWDER FAMILY TRUST (AX18-4) - Located at 7189 79th Street North

NOTE: This is a voluntary annexation of 0.14 acres MOL of contiguous residential property located at 7189 79th Street North. The City's annual projected revenue is Nine Hundred Thirty-Six Dollars (\$936) and no City funds were expended.

ACTION: (Approve - Deny) The voluntary annexation of 0.14 acres MOL of residential property owned by Benjamin J. Crowder Family Trust.

Department: Community Development

Reference Material: [crowder pet, data sheet, comments, rev analysis, map.pdf](#)

C3 AUTHORIZATION FOR MAYOR TO SIGN ANNEXATION AGREEMENT WITH JOHN SHEVENELL AND ANN SHEVENELL (AX18-5) - Annexation of 0.14 acres MOL located at 7188 78th Street North

NOTE: This is a voluntary annexation of 0.14 acres MOL of contiguous residential property located at 7188 78th Street North. A single-family home is currently located on the site. The annual projected revenue is Seven Hundred Forty-Nine Dollars (\$749). No City funds were expended or City fees waived.

ACTION: (Approve - Deny) Authorization for Mayor to sign an Annexation Agreement with John Shevenell and Ann Shevenell for annexation of 0.14 acres MOL of residential property located at 7188 78th Street North.

Department: Community Development

Reference Material: [annex agmt, comments, rev analysis, map, atty ltr \(2\).pdf](#)

C4 APPROVAL OF VOLUNTARY ANNEXATION OF PROPERTY OWNED BY BRANDON GREEN (AX18-8) - Located at 7831 72nd Avenue North

NOTE: This is a voluntary annexation of 0.28 acres MOL of contiguous residential property located at 7831 72nd Avenue North. The City's annual projected revenue is Eight Hundred and Four Dollars (\$804) and no City funds were expended.

ACTION: (Approve - Deny) The voluntary annexation of 0.28 acres MOL of residential property owned by Brandon Green.

Department: Community Development

Reference Material: [green pet, data sheet, comments, rev analysis, map.pdf](#)

- C5 **ORDINANCE NO. 4057.** ANNEXING INTO THE CITY OF PINELLAS PARK CERTAIN PARCELS OF LAND GENERALLY LOCATED AT 7190 79TH STREET NORTH, 7189 79TH STREET NORTH, 7188 78TH STREET NORTH AND 7831 72ND AVENUE NORTH (RICK AND KACY BRUNK AX18-3, BENJAMIN J. CROWDER FAMILY TRUST AX18-4, JOHN AND ANN SHEVENELL AX18-5, BRANDON GREEN AX18-8)

FIRST READING PRIOR TO PUBLIC HEARING

NOTE: This is a voluntary annexation of 0.28 acres MOL of contiguous residential property located at 7190 79th Street North, 0.14 acres MOL of contiguous residential property located at 7189 79th Street North, 0.14 acres MOL of contiguous residential property located at 7188 78th Street North and 0.28 acres MOL of contiguous residential property located at 7831 72nd Avenue North. There is a single-family home located on each of these properties.

ACTION: (Pass - Deny) Ordinance No. 4057.

Department: Community Development

Reference Material: [ord, brunk pet, crowder pet, shevenell pet, green pet, maps, atty ltr.pdf](#)

- C6 **APPROVAL OF VOLUNTARY ANNEXATION OF PROPERTY OWNED BY BRENDA HART AND JOHN HART (AX18-9) - Located at 7149 78th Street North**

NOTE: This is a voluntary annexation of 0.14 acres MOL of contiguous residential property located at 7149 78th Street North. The City's annual projected revenue is Nine Hundred Thirty-Eight Dollars (\$938) and no City funds were expended.

ACTION: (Approve - Deny) The voluntary annexation of 0.14 acres MOL of residential property owned by Brenda Hart and John Hart.

Department: Community Development

Reference Material: [hart pet, data sheet, comments, rev analysis, map.pdf](#)

- C7 ORDINANCE NO. 4056. ANNEXING INTO THE CITY OF PINELLAS PARK A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 7149 78TH STREET NORTH (BRENDA HART AND JOHN HART AX18-9)**

FIRST READING PRIOR TO PUBLIC HEARING

NOTE: This is a voluntary annexation of 0.14 acres MOL of contiguous residential property located at 7149 78th Street North. There is a single-family home located on the property.

ACTION: (Pass - Deny) Ordinance No. 4056.

Department: Community Development

Reference Material: [ord, hart pet, map, atty ltr.pdf](#)

- C8 APPROVAL OF VOLUNTARY ANNEXATION OF PROPERTY OWNED BY HUNTLEY PROPERTIES, LLC (AX18-12) - Located at 7950 Park Boulevard**

FIRST AND FINAL READING

NOTE: This is a voluntary annexation of 19.73 acres MOL of contiguous vacant residential property located at 7950 Park Boulevard. For five (5) years from the date of execution of this Agreement, the City shall waive land development fees applicable for proposed redevelopment, in an amount not to exceed Ninety Thousand Dollars (\$90,000). The City also agrees to waive any required zoning related application fees that may be needed to redevelop the property as proposed. The City's annual projected revenue is Ten Thousand Eight Hundred and Seven Dollars (\$10,807). The City's annual projected revenue, if developed as proposed, is Two Hundred Eighty Nine Thousand Four Hundred and Twenty Dollars (\$289,420) and no City funds were expended.

ACTION: (Approve - Deny) The voluntary annexation of 19.73 acres MOL of residential property owned by Huntley Properties, LLC.

Department: Community Development

Reference Material: [AX18-12 Huntley Properties Agreement, Petition, Data Sheet, Comment Sheet, Revenue Analysis, Map and Attorney Letter.pdf](#)

- C9 ORDINANCE NO. 4055. ANNEXING INTO THE CITY OF PINELLAS PARK A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 7950 PARK BOULEVARD (HUNTLEY PROPERTIES, LLC AX18-12)**

FIRST READING PRIOR TO PUBLIC HEARING

NOTE: This is a voluntary annexation of 19.73 acres MOL of contiguous residential property located at 7950 Park Boulevard.

ACTION: (Pass - Deny) Ordinance No. 4055. First Reading prior to Public Hearing.

Department: Community Development

Reference Material: [AX18-12 Huntley Properties Ordinance, Petition, Map and Attorney Letter.pdf](#)

- C10 AUTHORIZATION FOR THE MAYOR TO SIGN A PETITION FOR, AND THE APPROVAL OF THE VOLUNTARY ANNEXATION OF PROPERTY OWNED BY THE CITY OF PINELLAS PARK (AX17-17) - Located at the Eastern half of 60th Street North abutting the parcel located at 12875 60th Street North and a piece of land South of Bryan Dairy Road and West of Belcher Road that abutts 6602 Bryan Dairy Road, and a piece of land South of Bryan Dairy Road and West of 66th Street North**

FIRST AND FINAL READING

NOTE: This is a voluntary annexation of 0.62 acres MOL of contiguous commercial property located at the Eastern half of 60th Street North abutting the parcel located at 12875 60th Street North and a piece of land South of Bryan Dairy Road and West of Belcher Road that abutts 6602 Bryan Dairy Road, and a piece of land South of Bryan Dairy Road and West of 66th Street North. There is no projected annual revenue from this annexation and no City funds were expended.

ACTION: (Approve - Deny) The authorization for the Mayor to sign a petition for, and the approval of the voluntary annexation of 0.62 acres MOL of commercial property owned by the City of Pinellas Park.

Department: Community Development

Reference Material: [AX17-17 City of Pinellas Park Petition, Data Sheet, Revenue Analysis, Comment Sheet and Map.pdf](#)

- C11 ORDINANCE NO. 4054. ANNEXING INTO THE CITY OF PINELLAS PARK CERTAIN PARCELS OF LAND GENERALLY LOCATED AT THE EASTERN HALF OF 60TH STREET NORTH ABUTTING THE PARCEL LOCATED AT 12875 60TH STREET NORTH, AND A PIECE OF LAND SOUTH OF BRYAN DAIRY ROAD AND WEST OF BELCHER ROAD THAT ABUTTS 6602 BRYAN DAIRY ROAD, AND A PIECE OF LAND SOUTH OF BRYAN DAIRY ROAD AND WEST OF 66TH STREET NORTH (AX17-17)**

FIRST READING PRIOR TO PUBLIC HEARING

NOTE: This is a voluntary annexation of 0.62 acres MOL of contiguous commercial property located at the Eastern half of 60th Street North abutting the parcel located at 12875 60th Street North, and a piece of land South of Bryan Dairy Road and West of Belcher Road that abutts 6602 Bryan Dairy Road, and a piece of land South of Bryan Dairy Road and West of 66th Street North.

ACTION: (Pass - Deny) Ordinance No. 4054. First Reading prior to Public Hearing.

Department: Community Development

Reference Material: [AX17-17 City of Pinellas Park Ordinance, Petition, Map and Attorney Letter.pdf](#)

- C12 **RESOLUTION NO. 18-07.** A RESOLUTION OF THE CITY OF PINELLAS PARK, FLORIDA DECLARING THAT CERTAIN CITY-OWNED REAL PROPERTY GENERALLY KNOWN AS STATE ROAD 55 RIGHT-OF-WAY ALONG US HIGHWAY 19 NORTH, JUST NORTH OF 106TH AVENUE, AND STATE ROAD 694 RIGHT-OF-WAY ALONG PARK BOULEVARD, JUST EAST OF 40TH STREET NORTH IS NO LONGER NEEDED FOR MUNICIPAL PURPOSES; ESTABLISHING THE FAIR MARKET VALUE OF SAID REAL PROPERTY; AUTHORIZING THE TRANSFER OF OWNERSHIP OF SUCH REAL PROPERTY UPON SPECIFIED TERMS AND CONDITIONS; AUTHORIZING THE MAYOR, OR DESIGNEE, TO TAKE SUCH ACTIONS AS MAY BE NECESSARY AND PROPER TO EFFECT THE TRANSFER OF OWNERSHIP OF THE REAL PROPERTY; PROVIDING THAT ALL DOCUMENTS SHALL BE SUBJECT TO THE FINAL APPROVAL OF THE CITY ATTORNEY; AND PROVIDING FOR AN EFFECTIVE DATE.

FIRST AND FINAL READING

NOTE: This Resolution declares City-owned property generally known as State Road 55 Right-Of-Way along US Highway 19 North, just north of 106th Avenue, and State Road 694 Right-of-Way along Park Boulevard just east of 40th Street North surplus, and authorizes the Mayor, or designee, to proceed with its transfer to the Florida Department of Transportation (FDOT). The property, was former Right-of-Way, has no fair market value and is a liability to the City. The marketability of the property is limited to government, utility companies, and adjacent property owners. FDOT is the only adjacent property owner interested in ownership of this former Right-of-Way. City Staff has determined the property is not needed for our municipal purposes. This resolution is in compliance with Florida Statutes requiring that a resolution be prepared authorizing each sale or transfer of city-owned property.

ACTION: (Adopt - Deny) Resolution No. 18-07.

Department: Community Development

Reference Material: [FDOT Surplus Resolution, Deed -4501, Map -4501, Deed -0011, Map -0011 and Attorney Letter.pdf](#)

- C13 **AUTHORIZATION FOR THE CITY OF PINELLAS PARK AND THE PINELLAS PARK WATER MANAGEMENT DISTRICT (PPWMD) TO BE GRANTED A UTILITY EASEMENT** - Allure Gateway Owner, L.L.C.

NOTE: The City of Pinellas Park and the PPWMD have requested a Utility Easement from Allure Gateway Owner, L.L.C., owner of the property located in the Gateway Centre Business Park, to accommodate the proposed utilities, and for the future maintenance and operation of said drainage.

ACTION: (Approve - Deny) Authorization for the Mayor to sign a Utility Easement with Allure Gateway Owner, L.L.C.

Department: Community Development

Reference Material: [Allure Utility Easement, Map and Attorney Letter.pdf](#)

C14 AUTHORIZATION FOR MAYOR TO ACCEPT A WARRANTY DEED FOR RIGHT-OF-WAY FROM PINELLAS PARK WATER MANAGEMENT DISTRICT (PPWMD) - 66th Avenue North and 62nd Street North

NOTE: The City's Public Works Department requests that the City accept a Warranty Deed from the PPWMD for a fifteen (15) foot by thirty seven (37) foot segment of Right-of-Way. The area has City assets within (sidewalk and stormwater infrastructure). This portion will also increase the Right-of-Way to the required width of sixty (60) feet.

ACTION: (Approve - Deny) Authorization for the Mayor to accept a Warranty Deed for Right-of-Way from PPWMD.

Department: Community Development

Reference Material: [PPWMD to PP Deed, Map, Attorney Letter.pdf](#)

C15 AUTHORIZATION FOR MAYOR TO ACCEPT A QUIT-CLAIM DEED FOR RIGHT-OF-WAY FROM STSC PROPERTIES, LLC - 90th Avenue North right-of-way

NOTE: The City requested to take this segment of right-of-way as part of the permit closing process for improvements made to 7025 90th Avenue North. Accepting ownership of this segment would ensure continuity of maintenance for the full length of 90th Avenue North.

ACTION: (Approve - Deny) Authorization for Mayor to accept a Quit-Claim deed from STSC Properties, LLC for right-of-way located on 90th Avenue North.

Department: Community Development

Reference Material: [STSC Quit Claim Deed, Map, Attorney Letter.pdf](#)

C16 AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO BE GRANTED UTILITY EASEMENTS - Florida Department of Transportation (FDOT)

NOTE: The City of Pinellas Park has requested Utility Easements from the Florida Department of

Transportation (FDOT), owner of the property generally known as State Road 55 Right-of-Way along US Highway 19 North, just north of 106th Avenue, and State Road 694 Right-of-Way along Park Boulevard just east of 40th Street North, to accommodate the existing utilities, and for the future maintenance and operation of said utilities.

ACTION: (Approve - Deny) Authorization for the Mayor to sign Utility Easements with the Florida Department of Transportation (FDOT).

Department: Community Development

Reference Material: [FDOT -4501 Easement, -4501 Map, -0011 Easement, -0011 Map, Attorney Letter.pdf](#)

C17 AUTHORIZATION FOR THE MAYOR TO SIGN THE GATEWAY/MID-COUNTY AREA MASTER PLAN INTERLOCAL AGREEMENT BETWEEN FORWARD PINELLAS, PINELLAS COUNTY, CITY OF LARGO, CITY OF ST. PETERSBURG, AND THE CITY OF PINELLAS PARK

NOTE: This authorizes the Mayor to sign an Interlocal Agreement with Forward Pinellas which provides for a multi-jurisdictional effort to prepare a master plan for the Gateway/Mid-County area that will promote and sustain the area's long-term economic vitality, quality of life and resilience through strategic land use, transportation and infrastructure planning. The Gateway/Mid-County area is a major employment and regional transportation center that is vulnerable to flooding, storm surge and complications from sea level rise, and is also defined by land use and transportation development patterns that exhibit barriers to connectivity, access and community infrastructure that inhibits development potential and economic vitality.

Forward Pinellas will be responsible for the management and coordination of a multi-jurisdictional master planning effort as provided for in the Scope of Services. The City will contribute \$100,000 towards the cost of the Gateway/Mid-County Area Master Plan. The City's cost towards this plan will not exceed \$100,000 and will be charged to account 301481-562520 found on page 227 in the 2017/2018 Budget Book.

ACTION: (Approve - Deny) Authorization for the Mayor to sign an Interlocal Agreement between Forward Pinellas, Pinellas County, City of Largo, City of St. Petersburg, and the City of Pinellas Park.

Department: Community Development

Reference Material: [Gateway Interlocal Agreement, Scope of Services, Attorney 18-066 letter](#)

C18 CONSIDERATION OF A REQUEST FOR A MINOR AMENDMENT TO A PREVIOUSLY APPROVED "RPUD" RESIDENTIAL PLANNED UNIT DEVELOPMENT OVERLAY AND MASTER PLAN TO DEVELOP PHASE II OF THE ORIGINAL DENSITY, LESS ONE BUILDING ON THE MASTER SITE PLAN (PUD 2011-2(R)2, Apartments at Gateway II, LLC)

NOTE: Pursuant to Section 18-1529.12(B) of the Land Development Code, the applicant has requested a minor amendment to the PUD Master Plan, specifically Phase II of the previously approved Epic at Gateway apartment complex. The previous PUD approval included a total of 432 apartments on a 39 acre (MOL) property in two phases. Phase II was to be 4 buildings and 144 parking spaces. This amendment to the plan includes a reconfiguration of buildings, elimination of one building and modifying the unit mix to reduce the number of three-bedroom units and include more studio units. The changes included in this amendment qualify for approval by City Council without a public hearing or public notice. Staff had no objections and confirms that the intent of the Master Plan has not changed.

ACTION: After review of the Master Plan and the review criteria of Section 18-1539.3 and Section 18-1529.12, I move to approve - deny Case No. PUD 2011-02(R)2 for the acceptance of a minor amendment to the Master Plan within an "RPUD" Residential Planned Unit Development Overlay ("M-1" and "B-1" underlying zoning) or a zoning classification of lesser intensity as identified in Chapter 18, Land Development Code of the City Code of Ordinances on 39.006 acres (M.O.L.) of land generally located at the southwest corner of Gateway Centre Boulevard and Gateway Centre Parkway for the development of Phase II of a 432-unit apartment community, subject to the following condition:

1. All previous conditions of approval and Master Site Plan waivers and variances in PUD 2011-2(R) shall remain in full force and effect.

Department: Community Development

Reference Material: [PUD 2011-2R2 Backup](#)

C19 **ORDINANCE NO. 4059.** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, FLORIDA ADOPTING AN AMENDED MASTER PLAN CONTROLLING DEVELOPMENT OF A COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) WITH UNDERLYING "B-1" GENERAL COMMERCIAL ZONING ON CERTAIN PARCELS OF LAND GENERALLY LOCATED AT 9400 US HIGHWAY 19 AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" WHICH IS ATTACHED HERETO AND MADE A PART THEREOF; ADOPTING A REVISED MASTER PLAN AND SUPPORTING DOCUMENTATION FOR A SUBDIVISION INTO TWO PARCELS; IMPOSING CONDITIONS OF DEVELOPMENT; CERTIFYING CONSISTENCY WITH THE CITY'S ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. (PUD 2000-5(R)5/BOA 2018-13, Capital Resources of Florida, LLC)

FIRST READING PRIOR TO PUBLIC HEARING
(Public Hearing April 12, 2018 - QUASI JUDICIAL)

NOTE: This is a request to amend a previously approved (PUD) Planned Unit Development Overlay with underlying “B-1” General Commercial Zoning and adopt a revised Master Site Plan for the subdivision into two parcels and development of 280 apartment units and a convenience store with gas pumps. This request also includes a variance to parking from approximately 2 spaces per multifamily unit to 1.9 spaces per unit. In addition, a variance is requested to increase fence height in the front yard from 4 feet to 6 feet in order to gate the entire residential property. On March 1, 2018, the Planning and Zoning Commission recommended APPROVAL of this request, subject to the following conditions:

1. Development controls are established through the development order, consisting of the application, staff report and preliminary and final site plans, along with any accompanying text or graphics that constitute land development regulations applicable to the subject site. The submitted site plan, prepared by Native Engineering, last revised on January 22, 2018, and as may be directed by City Council to revise as a result of their review, shall be accepted as the controlling site plan for the development. All regulations not addressed in the site plan and supporting documentation shall default to Code in effect at the time of “CPUD” Commercial Planned Unit Development adoption.

2. An 8-foot-tall PVC fence must be installed as a buffer to the residential on the south property line.

ACTION: (Pass - Deny) Ordinance No. 4059.

Department: Community Development

Reference Material: [PUD 2000-5R5 BOA 2018-13 backup](#)

C20 ORDINANCE NO. 4060. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, FLORIDA, ADOPTING AN AMENDED MASTER PLAN CONTROLLING DEVELOPMENT OF A RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD) WITH UNDERLYING “B-1” GENERAL COMMERCIAL ZONING ON A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 4190 78TH AVENUE AND MORE PARTICULARLY DESCRIBED IN EXHIBIT “A” WHICH IS ATTACHED HERETO AND MADE A PART THEREOF; ADOPTING A REVISED MASTER PLAN AND SUPPORTING DOCUMENTATION FOR THE DEVELOPMENT OF A 21-LOT SINGLE FAMILY ATTACHED SUBDIVISION; IMPOSING CONDITIONS OF DEVELOPMENT; CERTIFYING CONSISTENCY WITH THE CITY’S ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. (PUD 2018-2/CU 2018-7/BOA 2018-14, Nineteen60 Capital Fund, LLC)

**FIRST READING PRIOR TO PUBLIC HEARING
(Public Hearing April 12, 2018 - QUASI JUDICIAL)**

NOTE: This is a request to amend a previously approved (PUD) Planned Unit Development Overlay with underlying “R-6” Multifamily Residential/Commercial Zoning and adopt a revised Master Site Plan for a replat of 21 lots and common area and the development of 21 single family attached homes. The original plan, approved in 2008, was a mirror image of this proposed site plan which shows the larger retention pond move to the south end and the homes shifted to the north. In 2008, the site plan was approved with required waivers and variances to construct townhomes, however the economy did not allow for construction at the time. The market has improved and the flood plain maps have been amended which require additional fill on the site. Based on this change in elevation requirements, the most feasible option was to redesign and replat the property with the retention pond on the opposite end. The intent of the plan would remain. On March 1, 2018, the Planning and Zoning Commission recommended APPROVAL, subject to the following condition:

1. Development controls are established through the development order, consisting of the application, staff report and preliminary and final site plans, along with any accompanying text or graphics that constitute land development regulations applicable to the subject site. The submitted site plan, prepared by Deuel and Associates, last revised on January 26, 2018, and as may be directed by City Council to revise as a result of their review, shall be accepted as the controlling site plan for the development. All regulations not addressed in the site plan and supporting documentation shall default to Code in effect at the time of “RPUD” Residential Planned Unit Development adoption.

ACTION: (Pass - Deny) Ordinance No. 4060.

Department: Community Development

Reference Material: [PUD 2018-2 CU 2018-7 BOA 2018-14 Backup](#)

C21 APPOINTMENT OF 2018 CRA BOARD CHAIR AND VICE-CHAIR

NOTE: The Community Redevelopment Agency (CRA) Chair and Vice-Chair are selected by a majority of the voting members of the CRA to serve a one-year term ending in March. The CRA Board voted at its meeting of March 20, 2018 to recommend CRA officers for 2018-2019, subject to approval of City Council.

ACTION: (Approve - Deny) The appointment of _____ to serve as CRA Chair and _____ to serve as CRA Vice-Chair for a one-year term ending March, 2019.

Department: Community Development

C22 APPOINTMENT TO THE BOARD OF ADJUSTMENT - Ms. Karol Singleton

NOTE: A vacancy was created by Mr. Munaf S. Kapadia, who resigned from the Board of Adjustment by an e-mail dated January 5, 2018. His term was to expire on April 14, 2019. On

February 27, 2018, the applicant, Ms. Karol Singleton, was interviewed and selected by the members of the Board with her term to expire on April 14, 2019.

ACTION: (Approve - Deny) The appointment of Karol Singleton to the Board of Adjustment with her term to expire on April 14, 2019.

Department: Community Development

Reference Material: [Board of Adjustment Appointment - Singleton Back up](#)

C23 MEMORANDUM OF AGREEMENT BETWEEN THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND THE CITY OF PINELLA PARK, FLORIDA

NOTE: The Florida Division of Emergency Management is required by state statute to provide a communications system for mass alert and notification in emergency situations. The Division has contracted with EverBridge, Inc. for the provision of these services through the Alert Florida Initiative. This communication system is provided at no cost to local subdivisions within the State of Florida during the contract period ending June 30, 2019. This Memorandum of Agreement authorizes the use of Alert Florida communications system for designated purposes by the City of Pinellas Park, and establishes the terms and conditions of such usage.

ACTION: (Approve - Deny): Memorandum of Agreement between the Florida Division of Emergency Management and the City of Pinellas Park, Florida.

Department: Fire

Reference Material: [Alert Florida Memorandum of Agreement; MOA Attachments; attorney letters](#)

C24 SELECTION OF CITY COUNCIL MEMBER TO SERVE ON EVALUATION COMMITTEE FOR RFP 18/006 - Pavement Evaluation Consultant Services

NOTE: In accordance with Resolution 15-12 and Section 287.055 Florida Statutes (Consultant Competitive Negotiation Act), an Evaluation Committee consisting of not more than seven members (one of whom is to be a City Council Member) to review proposals for Consultant Services and to make a recommendation to City Council and the City Manager.

City Council will select the Council Member who will serve on the Evaluation Committee for review and evaluation of the proposals received in response to the Request for Proposals (RFP 18/006) for Pavement Evaluation Consultant Services.

ACTION: (Approve - Deny) Selection of City Council Member: to serve on the Evaluation Committee for review and evaluation of Proposals for RFP 18/006 - Pavement Evaluation Consultant Services.

Department: Public Works

C25 AUTHORIZATION FOR FINAL PAYMENT FOR RFP 13/023 DISASTER RECOVERY AND DEBRIS REMOVAL (HURICANE IRMA) - Phillips and Jordan, Inc.

NOTE: This action is recommended so that the final payment for Hurricane Irma can be processed and the purchase order closed out. The amount of the total contract is \$522,180.55 and the final payment of \$52,218.06 is to be charged to Purchase order 20170460, account 001299-533109. Total debris removed: 29,060 cubic yards.

ACTION: (Approve - Deny) Authorization to make final payment for Hurricane Irma debris removal to Phillips and Jordan, Inc., in the amount of \$52,218.06 to be charged to the appropriate account.

Department: Public Works

Reference Material: [Invoice 4117015_09](#)

C26 AUTHORIZATION FOR FINAL PAYMENT FOR 122ND AVENUE AND WEST STREET EMERGENCY SEWER REPAIRS - Rowland, Inc.

NOTE: This action is recommended so that the first and final payment can be processed. The total amount of the invoice is \$122,485.62 and is to be charged to account #301381-562538 reference project #18381/575; of which could be reimbursable in the future by Diversified Underground Services.

ACTION: (Approve - Deny) Authorization to make the first and final payment for emergency sewer repairs at 122nd Avenue and West Street to Rowland, Inc., 6855 102nd Avenue North, Pinellas Park, FL 33782, in the amount of \$122,485.62, to be charged to the appropriate account.

Department: Public Works

Reference Material: [Authorization for Final Payment 122ave ROWLAND](#)

C27 AUTHORIZATION FOR THE MAYOR TO SIGN A COMMUNITY DEVELOPMENT BLOCK GRANT SPECIFIC PERFORMANCE AGREEMENT WITH PINELLAS COUNTY - (Agreement NO. CD17PPK)

NOTE: Pinellas County has awarded to the City a Community Development Block Grant (CDBG) of \$100,000.00 to make improvements to the pond parcel (33-30-16-00000-120-0300) located at 50th Street North and 68th Avenue North. These proposed improvements consist of installing sidewalk, ADA ramps, paved parking, street lighting, benches, landscape beds, irrigation system, removing dead and diseased palm trees, and making fence modifications.

ACTION: (Approve - Deny) Authorization for the Mayor to sign the Pinellas County Community Development Block Grant Specific Performance Agreement.

Department: Public Works

Reference Material: [Orchid Lake backup](#)

C28 2016-2017 COMMUNITY REDEVELOPMENT AGENCY ANNUAL REPORT

NOTE: The 2016-2017 Community Redevelopment Agency Annual Report is submitted to City Council by the Community Redevelopment Agency Board of Directors in accordance with F.S. 163.356(c).

ACTION: (Approve - Deny) 2016-2017 Community Redevelopment Agency Annual Report.

Department: Community Development

Reference Material: [2016-2017 Community Redevelopment Agency Annual Report](#)

V. REGULAR AGENDA

NONE

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

VII. ADJOURNMENT

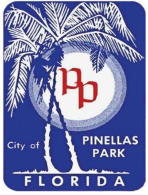
PLEASE NOTE that if a person decides to appeal any decision made by City Council with respect to any matter considered at the above-cited meeting, the person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record 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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APRIL																																																
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY																																										
1 Orchestra Concert Performing Arts Center	2	3	4 Ash Wednesday Lent Begins 6:00 PM UPP Program	5	6	7																																										
8	9	10 7:30 PM Council Workshop	11 Pancake Breakfast Senior Center 6:00 PM UPP Program	12 7:00 PM Agenda Session 7:30 PM Council Meeting	13	14 Pride in the Park Clean-Up																																										
15 Daylight Saving Time Begins Purim	16	17 Organ Concert City Auditorium	18 Lent Ends 6:00 PM UPP Program	19	20 St. Patrick's Day Fire Fighters/MDA Chili Blaze	21 27th Annual Country In The Park England Brothers Park																																										
22	23 Spring Begins	24 7:00 PM CRA 7:30 PM Council Workshop	25 6:00 PM UPP Program	26 7:00 PM Agenda Session 7:30 PM Council Meeting	27	28 Fourth Saturday Art Walk																																										
29	30		6:00 PM UPP Program		<div>MARCH</div> <table> <tr> <th>S</th><th>M</th><th>T</th><th>W</th><th>T</th><th>F</th><th>S</th></tr> <tr> <td></td><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td></tr> <tr> <td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td></tr> <tr> <td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td></tr> <tr> <td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td></tr> <tr> <td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td></tr> </table>		S	M	T	W	T	F	S					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
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13		14		15		16		17		18		19					
Mother's Day				Organ Concert City Auditorium													
20		21		22		23		24		25		26					
				7:00 PM CRA 7:30 PM Council Workshop				Ascension Day (Eastern Orthodox) Ascension 7:00 PM Agenda Session 7:30 PM Council Meeting				Fourth Saturday Art Walk 1st Day of Ramadan					
27		28		29		30		31		APRIL				JUNE			
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		Brush Site Closed Memorial Day Ceremony Freedom Lake Park Memorial Day (obsvd) City Offices & Library Closed				Shavuot Begins											



City of Pinellas Park

Staff Report

File #: 18-366, **Version:** 1

Agenda Date: 3/22/2018

ORDINANCE NO. 4053. ORDINANCE AMENDING CHAPTER 10 (WATER, SEWER AND OTHER UTILITIES) SECTION 10-121(A)b OF THE CODE OF ORDINANCES

PUBLIC HEARING SECOND AND FINAL READING

(Speaker - Sonny Kotala, Finance Administrator)

NOTE: Chapter 10 (Water, Sewer and Other utilities) is being amended by revising Chapter 10 to change the rate of interest per annum from three percent (3%) to one hundred eleven thousandth percent (0.111%).

CI on 3/8/18 Council agenda.

ACTION: (Pass - Deny) Ordinance No. 4053. Public hearing second and final reading.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10 (WATER, RELCAIMED WATER, SEWER AND OTHER UTILITIES) OF THE CODE OF ORDINANCES OF THE CITY OF PINELLAS PARK, FLORIDA, BY AMENDING SECTION 10-121 "DEPOSIT REQUIRED; MONTHLY PAYMENT FOR SERVICES; DELINQUENCY CHARGES; TURN-OFF; RESTORATION OF SERVICE; TURN-ONS", SUBSECTION (A) "RESIDENCIAL ACCOUNTS" SUBPARAGRAPH (b); BY CHANGING THE RATE OF INTEREST PER ANNUM; PROVIDING FOR THE INCLUSION OF SUCH AMENDED ORDINANCE IN THE CODE OF ORDINANCES; PROVIDING FOR REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR AN 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 10 (Water, Reclaimed Water, Sewer and Other Utilities) of the Code of Ordinances of the City of Pinellas Park, Florida is hereby amended by amending Section 10-121 "Deposit Required; Monthly Payment for Services; Delinquency Charges; Turn-off; Restoration of Service; Turn-Ons", Subsection (A) "Residential Accounts", subparagraph (b), so that said Subparagraph shall hereafter be and read as follows:

Section 10-121. DEPOSIT REQUIRED; MONTHLY PAYMENT FOR SERVICES; DELINQUENCY CHARGES; TURN-OFF; RESTORATION OF SERVICE; TURN-ONS.

(A) **RESIDENTIAL ACCOUNTS:**

- b. When such money has remained on deposit for minimum period of one (1) full year, interest thereon at the rate of ~~three percent (3%)~~ one hundred eleven thousandth percent (0.111%) per annum shall be returned to the depositor in the form of a credit against the existing account indebtedness.

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

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

FIRST READING THE _____ DAY OF _____, 2018.

PUBLISHED THE _____ DAY OF _____, 2018.

PUBLIC HEARING THE _____ DAY OF _____, 2018.

PASSED THIS _____ DAY OF _____, 2018.

AYES:
NAYS:
ABSENT:
ABSTAIN:

APPROVED THIS _____ DAY OF _____, 2018.

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

Please Respond To:

James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile



FLORIDA

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

February 26, 2018

Ms. Jan Keely
Finance Division
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #18-062
Ordinance Amending Section 10-121(A)b.

Dear Ms. Keely:

I have received and reviewed the above-referenced Ordinance amending Chapter 10, Section 10-121(A)b. I would approve of the Ordinance as to form and correctness.

Very truly yours,

Lauren C. Rubenstein
Assistant City Attorney

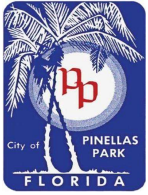
cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Asst. City Manager
Sonny Kotala, Finance Administrator
Jim Walker, Utility Billing Director

LCR/dh



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City of Pinellas Park

Staff Report

File #: 18-330, **Version:** 1

Agenda Date: 3/22/2018

ORDINANCE NO. 4052. ANNEXING INTO THE CITY OF PINELLAS PARK A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 10925 US HIGHWAY 19 NORTH (HITCH KING LAND TRUST CARE OF: FIRST FLORIDA BUSINESS CONSULTANTS AX18-2)

PUBLIC HEARING SECOND AND FINAL READING

(Speaker - Shannon Coughlin, Economic Development Manager)

NOTE: This is a voluntary annexation of 1.13 acres MOL of contiguous commercial property located at 10925 US Highway 19 North.

C16 on 1/11/18 Council agenda.

ACTION: (Pass - Deny) Ordinance No. 4052. Public hearing second and final reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PINELLAS PARK, FLORIDA, ANNEXING A PARCEL OF LAND GENERALLY LOCATED AT 10925 US HIGHWAY 19 NORTH, LEGALLY DESCRIBED AS ATTACHED HERETO IN EXHIBIT "A" AND MADE A PART HEREOF, LYING WITHIN SECTION 16, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; PROVIDING FOR AMENDMENT OF THE LEGAL DESCRIPTION OF THE CORPORATE BOUNDARIES OF THE CITY OF PINELLAS PARK, FLORIDA; PROVIDING FOR THE ASSIGNMENT OF CITY ZONING CLASSIFICATION; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES CONFLICTING HERewith; PROVIDING FOR AN EFFECTIVE DATE.

(HITCH KING LAND TRUST C/O FIRST FLORIDA BUSINESS CONSULTANTS, INC.
AX18-2)

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

WHEREAS, there has been compliance with all requirements of Florida Statutes, Chapter 171, pertaining to this voluntary annexation.

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

SECTION ONE: That the land lying in an unincorporated area of Pinellas County, Florida, and contiguous to the City of Pinellas Park, generally located at 10925 US Highway 19 North, and legally described as attached hereto in Exhibit "A" and made a part hereof, lying within Section 16, Township 30 South, Range 16 East, Pinellas County, Florida, is hereby annexed into the City of Pinellas Park.

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

SECTION THREE: That the land herein annexed shall be assigned the City zoning classification of CH which is the closest compatible to the County C-3 zoning on the subject parcel at the time of annexation.

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

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

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

FIRST READING	_____	DAY OF	_____, 2018
PUBLISHED MAP & TITLE	_____	DAY OF	_____, 2018
PUBLISHED MAP ONLY	_____	DAY OF	_____, 2018
PUBLIC HEARING	_____	DAY OF	_____, 2018
PASSED THIS	_____	DAY OF	_____, 2018

AYES:
NAYS:
ABSENT:
ABSTAIN:

APPROVED THIS _____ DAY OF _____, 2018

ATTEST:

SANDRA L. BRADBURY, MAYOR

DIANE M. CORNA, MMC, CITY CLERK

ANNEXATION ORDINANCE LEGAL

Hitch King Land Trust
C/O First Florida Business Consultants, Inc.
Parcel: 16-30-16-69732-300-3702
Located at: 10925 US Highway 19 North

THAT PORTION OF FARMS 37 & 38, PINELLAS FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 7, PAGES 4 AND 5 OF THE PUBLIC RECORDS OF HILLSBOUROGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, IN THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 30 SOUTH, RANGE 16 EAST, BEING FURTHER DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 30 SOUTH, RANGE 16 EAST, RUN SOUTH 89°49'42" WEST FOR A DISTANCE OF 392.25' ALONG THE EAST/WEST CENTERLINE OF SAID SECTION 16, SAID LINE ALSO BEING THE CENTERLINE OF 110TH AVENUE NORTH; THENCE LEAVING SAID CENTERLINE OF 110TH AVENUE, RUN SOUTH 00°16'57" WEST 40.00' TO THE POINT OF BEGINNING; THENCE CONTINUE ON A BEARING OF SOUTH 00°16'57" WEST 186.70'; THENCE SOUTH 89°51'52" WEST 209.31' THENCE NORTH 31°56'28" WEST 167.72'; THENCE NORTH 12°30'03"EAST 45.06' TO THE SOUTH RIGHT OF WAY LINE OF 110TH AVENUE NORTH; THENCE NORTH 89°49'42" EAST 289.21' TO THE POINT OF BEGINNING.

A PARCEL CONTAINING 1.13 ACRES M.O.L.

PETITION FOR ANNEXATION TO THE CITY OF PINELLAS PARK, FLORIDA

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


PARCEL: 16-30-16-69732-300-3702
(Located at 10925 US Highway 19 N)

PINELLAS FARMS SOUTHWEST ¼, PART OF FARMS 37 & 38 DESCRIBED FROM NORTHEAST CORNER OF SOUTHWEST ¼; THENCE S89D49'42" WEST 392.25 FEET; THENCE S00D16'57" WEST 40 FEET FOR POINT OF BEGINNIG; THENCE S00D16'57" 186.7 FEET; THENCE S89D51'52" WEST 209.31 FEET; THENCE N31D56'28" WEST 167.72 FEET; THENCE N12D30'03" EAST 45.06 FEET; THENCE N89D49'42" EAST 289.22 FEET TO POINT OF BEGINNING

Containing 1.13 acres MOL

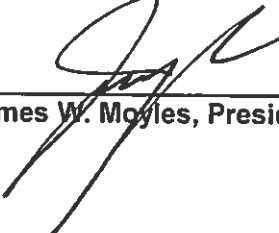
The names and addresses of the undersigned representing all of the legal owners of the above-described property are as follows:

Hitch King Land Trust
Care of: First Florida Business Consultants
600 Druid Road East
Clearwater, FL 33756-3912



Witness

PRESIDENT'S SIGNATURE:



James W. Moyles, President



Witness

Phone number in case we need to reach you: 727 535 9895

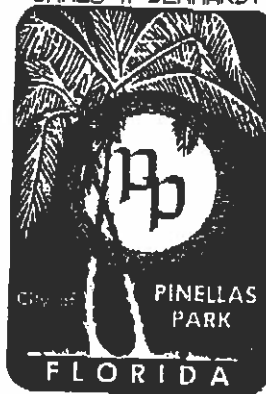


16-30-16-69732-300-3702
10925 US Highway 19 North

AX18-2

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
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

November 16, 2017

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

RE: City Document #17-292
Annexation Ordinance 17-15, Hitch King Land Trust

Dear Ms. Conte:

I have received and reviewed the above-referenced ordinance. Assuming that the property is owned in the legal name of the Petitioner, and that the correct legal description is inserted in Exhibit A, 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, Asst. City Manager

JWD/dh



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City of Pinellas Park

Staff Report

File #: 18-376, **Version:** 1

Agenda Date: 3/22/2018

AUTHORIZATION FOR MAYOR TO SIGN ANNEXATION AGREEMENT WITH RICK BRUNK AND KACY BRUNK (AX18-3) - Annexation of 0.28 acres MOL located at 7190 79th Street North

NOTE: This is a voluntary annexation of 0.28 acres MOL of contiguous residential property located at 7190 79th Street North. A single-family home is currently located on the site. The annual projected revenue is Seven Hundred Sixty-Three Dollars (\$763). No City funds were expended or City fees waived.

ACTION: (Approve - Deny) Authorization for Mayor to sign an Annexation Agreement with Rick Brunk and Kacy Brunk for annexation of 0.28 acres MOL of residential property located at 7190 79th Street North.

ANNEXATION AGREEMENT

THIS AGREEMENT made and entered into this 30th day of JANUARY, 2018, by and between the CITY OF PINELLAS PARK, FLORIDA, a municipal corporation, hereinafter called the "CITY" and RICK AND KACY BRUNK, hereinafter called the "OWNER". (*"OWNER" is used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders, as context requires.*) "CITY" and "OWNER" are hereinafter collectively referred to as the "Parties" hereto. This Agreement shall be deemed to be entered into, dated and effective upon its execution by the Mayor and approved by the City Attorney of Pinellas Park, after City Council action approving of this Agreement.

WHEREAS, the OWNER fully warrants that he is the fee simple OWNER of the real property described in Exhibit "A" attached hereto (hereinafter referred to as "Property"), which is presently located in an unincorporated area of Pinellas County; and

WHEREAS, the Parties have determined that annexation of the Property would be beneficial to both Parties, and the Property currently (does X or does not) meet the requirements for voluntary annexation into the CITY as required by Florida Statutes, Chapter 171; and

WHEREAS, the OWNER desires that the Property be annexed into the municipal boundaries of the CITY, and the CITY desires to annex the Property.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged by both Parties, it is hereby agreed by and between the Parties as follows:

1. All of the above recitals are incorporated herein and made a part hereof.
2. The OWNER shall forthwith execute and deliver to the CITY a Petition for Voluntary Annexation in accordance with Florida Statutes, Chapter 171. Further, the OWNER shall, when requested to do so by the CITY, perform all such actions as may be necessary to execute and complete the Voluntary Annexation by the CITY of the Property. The CITY shall, after the completion of such actions, commence the appropriate voluntary annexation proceedings.
3. Prior to annexation of the said Property by the CITY, the OWNER shall be permitted to commence and/or to proceed with the development of the said Property in strict accordance with the legal requirements of Pinellas County, Florida. However, upon annexation, all further or continuing development of the said Property (regardless of when the same is commenced) shall strictly comply with all applicable CITY ordinances, resolutions, and codes, including site plan review procedures for each individual structure. Nothing herein shall be construed to excuse or release OWNER from compliance with the applicable laws, rules, and regulations of any other governmental entities, including but not limited to legal requirements for obtaining environmental permits.
4. At the time of annexation, the CITY will convert the then-existing County zoning of R-3 and land use classification of RU to the CITY zoning of R-1 and land use classification of RU.
5. At the time of annexation of residential property into the City of Pinellas Park, the OWNER shall contact the CITY's Utility Billing Division, within fourteen (14) days, to establish customer solid waste and recycling collection services or, where applicable, shall expeditiously notify all renters who are responsible for establishing their own utility services of the necessity to contact

____ (Mayor's Initials)

-1-
C1

RB
RB (Owner's Initials)

the CITY's Utility Billing Division to establish customer solid waste and recycling collection services. Details regarding solid waste collection service days will be supplied to the contracting customer at the time service has been established with the CITY. Also, arrangements will be made at that time to have a recycling container delivered to the property at no charge to the customer. The recycling containers will remain the property of the City of Pinellas Park. There will be no deposit required for CITY utilities on owner-occupied properties.

6. Nothing in this Agreement or otherwise shall be construed as requiring the CITY to construct or install any water or sanitary sewer lines or other improvements of any kind upon the above-referenced Property. The OWNER shall install water or sanitary sewer lines without cost to or reimbursement from the City.

The following constitute the special provisions herein:

7. The CITY shall accept the existing building structures (including outside storage areas) on the Property in their "as is" condition, except that OWNER shall maintain said structures in good repair. At the time said structures are proposed for renovation or alteration, OWNER shall then bring the structures into compliance with applicable building codes. The Parties understand and agree that building issues will be subject to all applicable codes if not specifically addressed in this Annexation Agreement. As part of the consideration of this Agreement, the CITY shall treat the existing structures, in their present locations, as being grandfathered.


The following constitute miscellaneous provisions herein:

1. The OWNER further acknowledges that this Agreement shall be recorded in the Public Records of Pinellas County, Florida, and shall constitute a covenant running with the Property.

2. This Agreement shall be binding upon the Parties, their successors, assigns, and legal representatives; provided, however, that nothing herein shall be construed to prevent the sale or other transfer of the Property by OWNER or any of its successors in title subject to the provisions hereof.

3. This document embodies the whole agreement of the Parties. There are no promises, terms, conditions, or allegations by either Party other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements, whether written or verbal between the Parties hereto. This Agreement may be modified only in writing executed by the Parties and/or their successors in title, as the case may be.

(Mayor's Initials)



(Owner's Initials)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CITY OF PINELLAS PARK, FLORIDA

ATTEST:

SANDRA L. BRADBURY, MAYOR

DIANE M. CORNA, MMC, CITY CLERK

OWNER'S SIGNATURES:

Stephanie Scalos
Witness STEPHANIE SCALOS

Rick Brunk
RICK BRUNK, OWNER

Amanda Conte
Witness Amanda Conte

Kacy Brunk
KACY BRUNK, OWNER

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this _____, 2018, by
SANDRA L. BRADBURY, Mayor, and DIANE M. CORNA, MMC, City Clerk, of the CITY OF PINELLAS
PARK, FLORIDA, a municipal corporation, on behalf of whom the instrument was executed.

Notary Public signature

(Name of Notary typed, printed or stamped)

Personally known _____ or produced identification _____

(SEAL ABOVE)

Type of identification produced _____

ATTENTION NOTARY: Although the information requested is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

THIS CERTIFICATE MUST BE
ATTACHED TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document Annexation Agreement

Number of Pages 5 Date of Document _____

Signers Other Than Named Above NONE

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this January 30, 2018, by
RICK AND KACY BRUNK, OWNERS (Name of persons acknowledging and title of position)

Stephanie Scalos
Notary Public signature

STEPHANIE SCALOS
(Name of Notary typed, printed or stamped)



Personally known _____ or produced identification ☒

Type of identification produced FLORIDA DRIVERS LICENSE

(SEAL ABOVE)

ATTENTION NOTARY: Although the information requested is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

THIS CERTIFICATE MUST BE
ATTACHED TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document Annexation Agreement

Number of Pages 5 Date of Document _____

Signers Other Than Named Above NONE

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
JAMES W. DENHARDT, CITY ATTORNEY

ANNEXATION AGREEMENT

LEGAL DESCRIPTION

RICK BRUNK & KACY BRUNK – AX18-3
PARCEL: 25/30/15/19638/004/0010
LOCATED AT: 7190 79TH STREET NORTH

LOTS 1 & 2, BLOCK 4, FIRST ADDITION TO CROSS BAYOU PARK, ACCORDING TO THE
PLAT THEREOF, AS RECORDED IN PLAT BOOK 40, PAGE 83 OF THE PUBLIC RECORDS
OF PINELLAS COUNTY, FLORIDA.

A PARCEL CONTAINING 0.28 ACRES M.O.L.

PETITION FOR ANNEXATION TO THE CITY OF PINELLAS PARK, FLORIDA

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

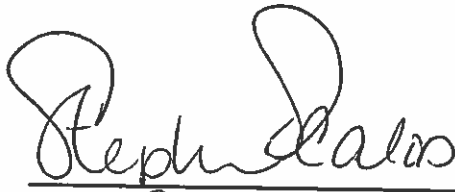
PARCEL: 25-30-15-19638-004-0010
(Located at 7190 79th Street N)

Cross Bayou Park 1st Addition Block 4, Lots 1 and 2

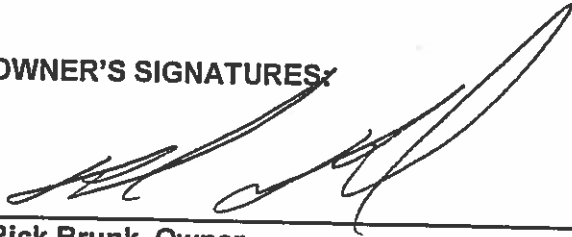
Containing 0.28 acres MOL

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

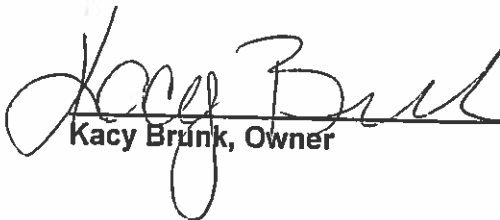
Rick & Kacy Brunk
7190 79th Street N
Pinellas Park, FL 33781


Witness **STEPHANIE SCARLOS**

OWNER'S SIGNATURES


Rick Brunk, Owner


Witness **Amanda Conte**


Kacy Brunk, Owner

ANNEXATION DATA SHEET

1. **PARCEL:**
25/30/15/19638/004/0010
2. **OWNER:**
Rick & Kacy Brunk
3. **STREET ADDRESS OF PROPERTY:**
Located at 7190 79th Street N
4. **SIZE OF PROPERTY:**
Petition = 0.28 Acres MOL
Ordinance = 0.28 Acres MOL
5. **COUNTY ZONING / LAND USE:**
R-3/RU
6. **CITY ZONING / LAND USE:**
R-1/RU
7. **EXISTING PROPERTY IMPROVEMENTS:**
Single Family Home – 3,663 sq. feet
8. **EXISTING BUSINESS ON PROPERTY:**
N/A
9. **EXISTING PROPERTY USE:**
Residential
10. **ANNEXATION AGREEMENT PROVISIONS:**
The City shall accept the existing building structures (including outside storage areas) on the Property in their "as is" condition, except that owner shall maintain said structures in good repair. At the time said structures are proposed for renovation or alteration, owner shall then bring the structures into compliance with applicable building codes. The Parties understand and agree that building issues will be subject to all applicable codes if not specifically addressed in this Annexation Agreement. As part of the consideration of this Agreement, the City shall treat the existing structures, in their present locations, as being grandfathered.
11. **OTHER PERTINENT INFORMATION:**
Contiguous
12. **PROPOSED PROPERTY USE:**
Same
13. **PROPOSED PROPERTY IMPROVEMENTS:**
N/A

SUPPLEMENT TO DATA SHEET

ANNEXATION PETITION

RICK & KACY BRUNK

AX18-3

REVIEW COMMENTS

CITY MANAGER:	NO OBJECTION
ASST. CITY MGR. / COMMUNITY DEV. ADMIN.:	NO OBJECTION
BLDG. DEVELOPMENT:	COMMENTS – <i>Illegal lean on the south side of the home. The construction I see is not to code. There appears to be an illegal shed on the north property line.</i>
<i>Per the County on January 3, 2018, there are no outstanding code violations. An Agreement has been prepared and signed to grandfather in the noted issues.</i>	
FINANCE:	NO OBJECTION
FIRE DEPARTMENT:	NO OBJECTION
OMB ADMINISTRATOR:	NO OBJECTION
COMMUNITY PLANNING DIVISION:	NO OBJECTION
NEIGHBORHOOD SERVICES:	NO OBJECTION
POLICE DEPARTMENT:	NO OBJECTION
PUBLIC WORKS:	
ENGINEERING SERVICES:	NO OBJECTION
TRANSPORTATION & STORMWATER:	NO OBJECTION
UTILITIES DIVISION:	NO OBJECTION
UTILITY BILLING DIVISION:	NO OBJECTION
ZONING DIVISION:	NO OBJECTION

Annexation Revenue Analysis

Residential

Annexation No. AX18-3

Date: January 8, 2018

Owner's Name: Rick and Kacy Brunk

Property Address: 7190 79th Street North

	<u>Millage</u>	<u>Amount</u>
Ad Valorem Taxes:		
Assessed Value (cap value)	NA	\$128,332.00
Homestead Exemption	NA	\$50,000.00
Taxable Value	NA	\$78,332.00
Anticipated Taxes Received by City	0.0054900	\$430.04

**Information obtained from the Pinellas County Property Appraiser's records.*

Franchise Fees and/or Utility Taxes:

Water (10% Utility Tax) COUNTY WATER	\$0.00
Electric (based on \$208 avg. monthly bill) ESTIMATE	\$250.00
Stormwater Fees (4.00 per month)	\$48.00
Communication Services Tax ESTIMATE	\$35.00
Anticipated Franchise Fees and/or Utility Taxes Received by the City	\$333.00

Anticipated Taxes Received by City	\$430.04
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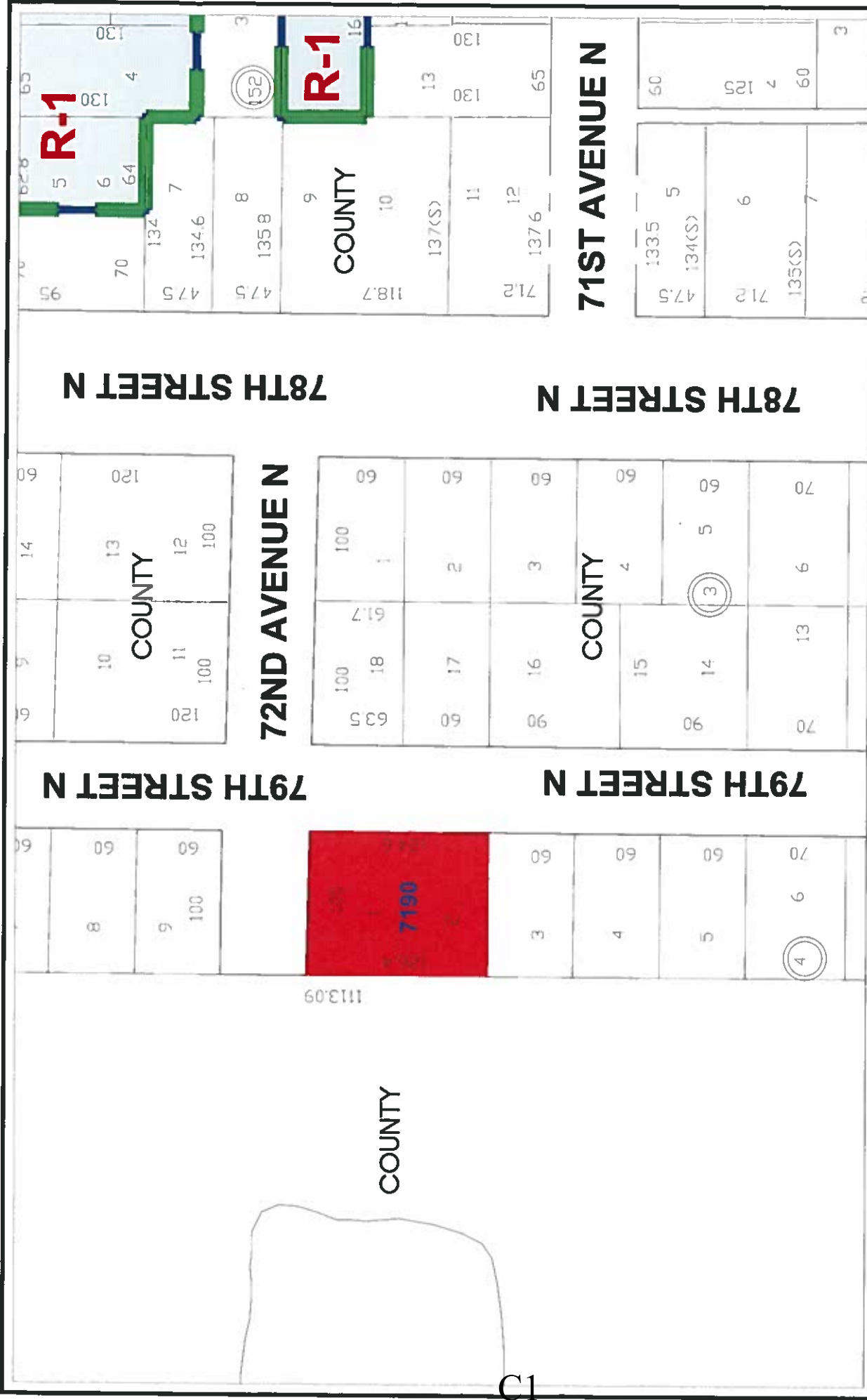
Anticipated Franchise Fees and/or Utility Taxes Received by City	\$333.00
---	-----------------

Anticipated Annual Revenues to be Received by City	\$763.04
---	-----------------

Current Est. Annual Revenues to Pinellas Park as Unincorporated Property:

PFW Fire District Tax	0.0031976	\$250.47
25% Water & Sewer Surcharge		\$0.00
Anticipated Total Est. Annual Revenues to City as Unincorporated Property		\$250.47

Anticipated New Money (est.) to City Received Thru Annexation - Current Millage	\$512.57
--	-----------------



7190 79th Street North
Pinellas Park, FL 33781

Annexation
AX18-3

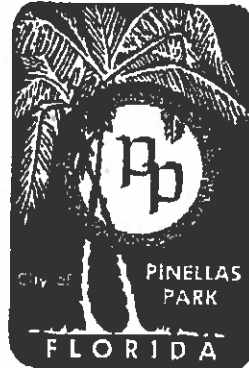
N↑
N.T.S.

City of
PINELLAS PARK

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

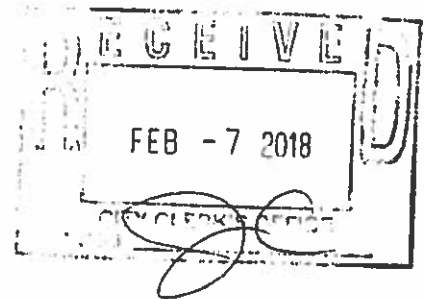
Please Respond To:

James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile



FLORIDA

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



February 7, 2018

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

RE: City Document #18-047
Annexation Agreement AX18-3, Brunk

Dear Ms. Scalos:

I have received and reviewed the above-referenced Annexation Agreement and Petition for Annexation to the City of Pinellas Park, Florida. Assuming the legal description in Exhibit A is correct, I would approve of the Agreement as to form and correctness.

Very truly yours,

Lauren C. Rubenstein
Assistant City Attorney

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

LCR/dh



PRINTED ON RECYCLED PAPER



City of Pinellas Park

Staff Report

File #: 18-374, Version: 1

Agenda Date: 3/22/2018

APPROVAL OF VOLUNTARY ANNEXATION OF PROPERTY OWNED BY BENJAMIN J. CROWDER FAMILY TRUST (AX18-4) - Located at 7189 79th Street North

NOTE: This is a voluntary annexation of 0.14 acres MOL of contiguous residential property located at 7189 79th Street North. The City's annual projected revenue is Nine Hundred Thirty-Six Dollars (\$936) and no City funds were expended.

ACTION: (Approve - Deny) The voluntary annexation of 0.14 acres MOL of residential property owned by Benjamin J. Crowder Family Trust.

PETITION FOR ANNEXATION TO THE CITY OF PINELLAS PARK, FLORIDA

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

PARCEL: 25-30-15-19638-003-0180
(Located at 7189 79th Street N)

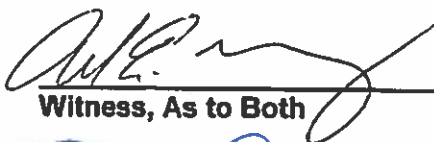
Cross Bayou Park 1st Addition Block 3, Lot 18


Containing 0.14 acres MOL


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

Benjamin J. Crowder Family Trust
13940 89th Avenue
Seminole, FL 33776

TRUSTEE'S SIGNATURE:


 Witness, As to Both


 Benjamin J. Crowder, Trustee


 Witness, As to Both **STEPHANIE SCALOS**

Phone number in case we need to contact you: 727-215-00

ANNEXATION DATA SHEET

1. **PARCEL:**
25/30/15/19638/003/0180
2. **OWNER:**
Benjamin Crowder Family Trust
3. **STREET ADDRESS OF PROPERTY:**
Located at 7189 79th Street N
4. **SIZE OF PROPERTY:**
Petition = 0.14 Acres MOL
Ordinance = 0.14 Acres MOL
5. **COUNTY ZONING / LAND USE:**
R-3/RU
6. **CITY ZONING / LAND USE:**
R-1/RU
7. **EXISTING PROPERTY IMPROVEMENTS:**
Single Family Home – 1,620 sq. feet
8. **EXISTING BUSINESS ON PROPERTY:**
N/A
9. **EXISTING PROPERTY USE:**
Residential
10. **ANNEXATION AGREEMENT PROVISIONS:**
N/A
11. **OTHER PERTINENT INFORMATION:**
Contiguous
12. **PROPOSED PROPERTY USE:**
Same
13. **PROPOSED PROPERTY IMPROVEMENTS:**
N/A

SUPPLEMENT TO DATA SHEET

ANNEXATION PETITION

BENJAMIN J. CROWDER FAMILY TRUST

AX18-4

REVIEW COMMENTS

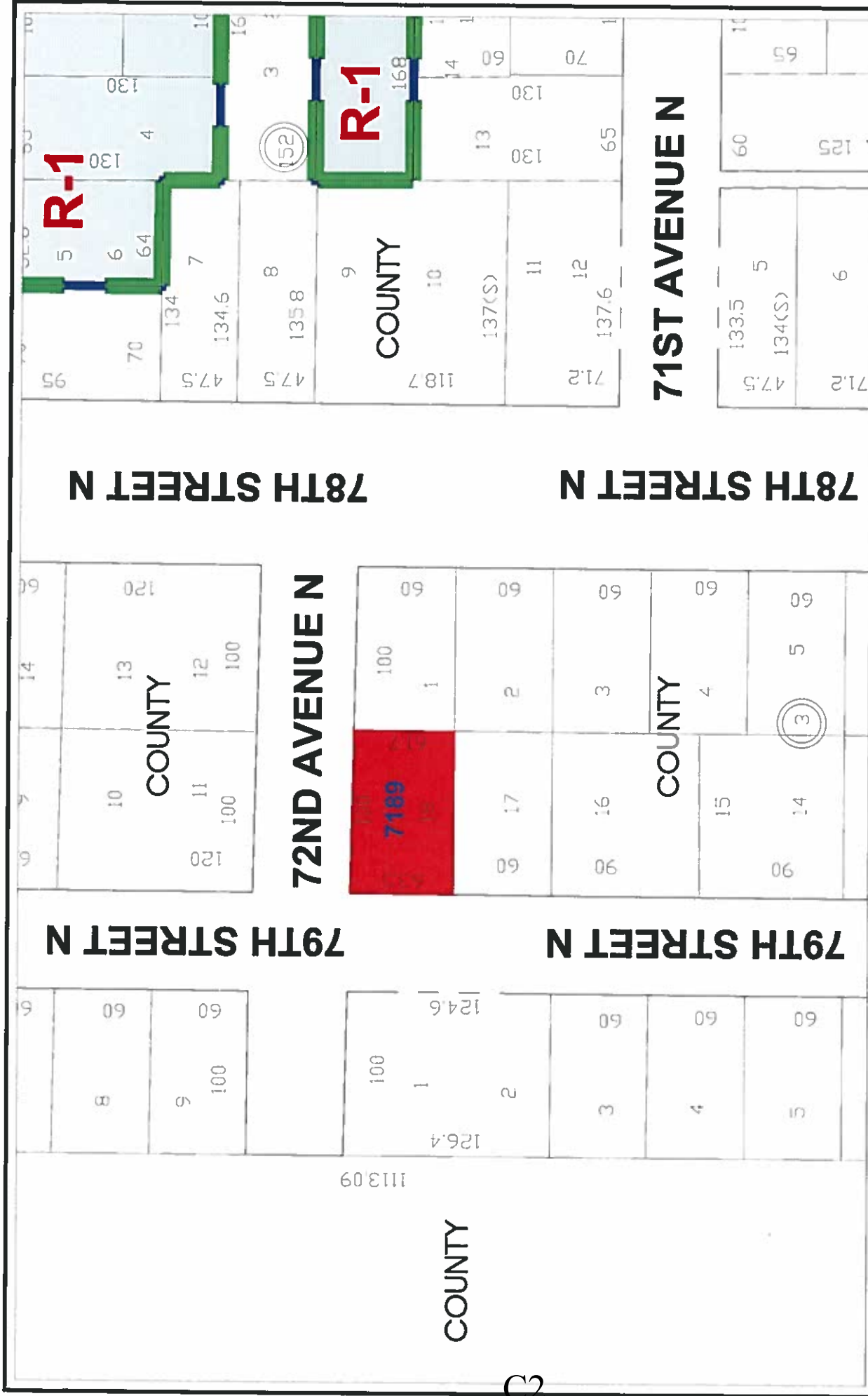
CITY MANAGER:	NO OBJECTION
ASST. CITY MGR. / COMMUNITY DEV. ADMIN.:	NO OBJECTION
BLDG. DEVELOPMENT:	NO OBJECTION
FINANCE:	NO OBJECTION
FIRE DEPARTMENT:	NO OBJECTION
OMB ADMINISTRATOR:	NO OBJECTION
COMMUNITY PLANNING DIVISION:	NO OBJECTION
NEIGHBORHOOD SERVICES:	NO OBJECTION
POLICE DEPARTMENT:	NO OBJECTION
PUBLIC WORKS:	
ENGINEERING SERVICES:	NO OBJECTION
TRANSPORTATION & STORMWATER:	NO OBJECTION
UTILITIES DIVISION:	NO OBJECTION
UTILITY BILLING DIVISION:	NO OBJECTION
ZONING DIVISION:	NO OBJECTION

Annexation Revenue Analysis Residential

Annexation No. AX18-4		Date: January 8, 2018	
Owner's Name: Benjamin J. Crowder Family Trust			
Property Address: 7189 79th Street North			
	<u>Millage</u>	<u>Amount</u>	
Ad Valorem Taxes:			
Assessed Value (cap value)	NA	\$125,201.00	
Homestead Exemption	NA	\$0.00	
Taxable Value	NA	\$125,201.00	
Anticipated Taxes Received by City	0.0054900	\$687.35	
<i>*Information obtained from the Pinellas County Property Appraiser's records.</i>			
Franchise Fees and/or Utility Taxes:			
Water (10% Utility Tax) COUNTY WATER		\$0.00	
Electric (based on \$138 avg. monthly bill) ESTIMATE		\$166.00	
Stormwater Fees (4.00 per month)		\$48.00	
Communication Services Tax ESTIMATE		\$35.00	
Anticipated Franchise Fees and/or Utility Taxes Received by the City		\$249.00	
Anticipated Taxes Received by City		\$687.35	
Anticipated Franchise Fees and/or Utility Taxes Received by City		\$249.00	
Anticipated Annual Revenues to be Received by City		\$936.35	

Current Est. Annual Revenues to Pinellas Park as Unincorporated Property:		
PFW Fire District Tax	0.0031976	\$400.34
25% Water & Sewer Surcharge		\$0.00
Anticipated Total Est. Annual Revenues to City as Unincorporated Property		\$400.34

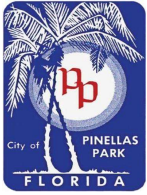
Anticipated New Money (est.) to City Received Thru Annexation - Current Millage	\$536.01
--	-----------------



N.T.S.

Annexation
AX18-4

7189 79th Street North
Pinellas Park, FL 33781



City of Pinellas Park

Staff Report

File #: 18-373, **Version:** 1

Agenda Date: 3/22/2018

AUTHORIZATION FOR MAYOR TO SIGN ANNEXATION AGREEMENT WITH JOHN SHEVENELL AND ANN SHEVENELL (AX18-5) - Annexation of 0.14 acres MOL located at 7188 78th Street North

NOTE: This is a voluntary annexation of 0.14 acres MOL of contiguous residential property located at 7188 78th Street North. A single-family home is currently located on the site. The annual projected revenue is Seven Hundred Forty-Nine Dollars (\$749). No City funds were expended or City fees waived.

ACTION: (Approve - Deny) Authorization for Mayor to sign an Annexation Agreement with John Shevenell and Ann Shevenell for annexation of 0.14 acres MOL of residential property located at 7188 78th Street North.

ANNEXATION AGREEMENT

THIS AGREEMENT made and entered into this 29th day of JANUARY, 2018, by and between the CITY OF PINELLAS PARK, FLORIDA, a municipal corporation, hereinafter called the "CITY" and JOHN AND ANN SHEVENELL, hereinafter called the "OWNER". (*"OWNER" is used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders, as context requires.*) "CITY" and "OWNER" are hereinafter collectively referred to as the "Parties" hereto. This Agreement shall be deemed to be entered into, dated and effective upon its execution by the Mayor and approved by the City Attorney of Pinellas Park, after City Council action approving of this Agreement.

WHEREAS, the OWNER fully warrants that he is the fee simple OWNER of the real property described in Exhibit "A" attached hereto (hereinafter referred to as "Property"), which is presently located in an unincorporated area of Pinellas County; and

WHEREAS, the Parties have determined that annexation of the Property would be beneficial to both Parties, and the Property currently (does X or does not) meet the requirements for voluntary annexation into the CITY as required by Florida Statutes, Chapter 171; and


WHEREAS, the OWNER desires that the Property be annexed into the municipal boundaries of the CITY, and the CITY desires to annex the Property.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged by both Parties, it is hereby agreed by and between the Parties as follows:

1. All of the above recitals are incorporated herein and made a part hereof.
2. The OWNER shall forthwith execute and deliver to the CITY a Petition for Voluntary Annexation in accordance with Florida Statutes, Chapter 171. Further, the OWNER shall, when requested to do so by the CITY, perform all such actions as may be necessary to execute and complete the Voluntary Annexation by the CITY of the Property. The CITY shall, after the completion of such actions, commence the appropriate voluntary annexation proceedings.
3. Prior to annexation of the said Property by the CITY, the OWNER shall be permitted to commence and/or to proceed with the development of the said Property in strict accordance with the legal requirements of Pinellas County, Florida. However, upon annexation, all further or continuing development of the said Property (regardless of when the same is commenced) shall strictly comply with all applicable CITY ordinances, resolutions, and codes, including site plan review procedures for each individual structure. Nothing herein shall be construed to excuse or release OWNER from compliance with the applicable laws, rules, and regulations of any other governmental entities, including but not limited to legal requirements for obtaining environmental permits.
4. At the time of annexation, the CITY will convert the then-existing County zoning of R-3 and land use classification of RU to the CITY zoning of R-1 and land use classification of RU.
5. At the time of annexation of residential property into the City of Pinellas Park, the OWNER shall contact the CITY's Utility Billing Division, within fourteen (14) days, to establish customer solid waste and recycling collection services or, where applicable, shall expeditiously notify all renters who are responsible for establishing their own utility services of the necessity to contact

(Mayor's Initials)

-1-



(Owner's Initials)

the CITY's Utility Billing Division to establish customer solid waste and recycling collection services. Details regarding solid waste collection service days will be supplied to the contracting customer at the time service has been established with the CITY. Also, arrangements will be made at that time to have a recycling container delivered to the property at no charge to the customer. The recycling containers will remain the property of the City of Pinellas Park. There will be no deposit required for CITY utilities on owner-occupied properties.

6. Nothing in this Agreement or otherwise shall be construed as requiring the CITY to construct or install any water or sanitary sewer lines or other improvements of any kind upon the above-referenced Property. The OWNER shall install water or sanitary sewer lines without cost to or reimbursement from the City.

The following constitute the special provisions herein:

7. The CITY shall accept the existing driveway materials and egresses to the corner of 72nd Avenue and 78th Street on the Property in their "as is" condition, except that OWNER shall maintain said structures in good repair. At the time said structures are proposed for renovation or alteration, OWNER shall then bring the structures into compliance with applicable building codes. The Parties understand and agree that building issues will be subject to all applicable codes if not specifically addressed in this Annexation Agreement. As part of the consideration of this Agreement, the CITY shall treat the existing structures, in their present locations, as being grandfathered.

The following constitute miscellaneous provisions herein:

1. The OWNER further acknowledges that this Agreement shall be recorded in the Public Records of Pinellas County, Florida, and shall constitute a covenant running with the Property.

2. This Agreement shall be binding upon the Parties, their successors, assigns, and legal representatives; provided, however, that nothing herein shall be construed to prevent the sale or other transfer of the Property by OWNER or any of its successors in title subject to the provisions hereof.

3. This document embodies the whole agreement of the Parties. There are no promises, terms, conditions, or allegations by either Party other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements, whether written or verbal between the Parties hereto. This Agreement may be modified only in writing executed by the Parties and/or their successors in title, as the case may be.

_____ (Mayor's Initials)

-2-

C3


_____ (Owner's Initials)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CITY OF PINELLAS PARK, FLORIDA

SANDRA L. BRADBURY, MAYOR

ATTEST:

DIANE M. CORNA, MMC, CITY CLERK

OWNER'S SIGNATURES:

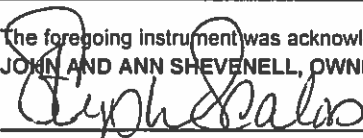
Stephanie Scalos
Witness STEPHANIE SCALOS

John Shevenell
JOHN SHEVENELL, OWNER

Amanda Conte
Witness Amanda Conte

Ann Shevenell
ANN SHEVENELL, OWNER

STATE OF FLORIDA COUNTY OF PINELLAS	The foregoing instrument was acknowledged before me this _____, 2018, by SANDRA L. BRADBURY, Mayor, and DIANE M. CORNA, MMC, City Clerk, of the CITY OF PINELLAS PARK, FLORIDA, a municipal corporation, on behalf of whom the instrument was executed. _____ Notary Public signature _____ (Name of Notary typed, printed or stamped)
(SEAL ABOVE)	Personally known _____ or produced identification _____ Type of identification produced _____
ATTENTION NOTARY: Although the information requested is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.	
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:	Title or Type of Document <u>Annexation Agreement</u> Number of Pages <u>5</u> Date of Document _____ Signers Other Than Named Above <u>NONE</u>

STATE OF FLORIDA COUNTY OF PINELLAS	The foregoing instrument was acknowledged before me this <u>January 29</u> , 2018, by JOHN AND ANN SHEVENELL, OWNERS (Name of persons acknowledging and title of position)  Notary Public signature <u>STEPHANIE SCALOS</u> (Name of Notary typed, printed or stamped)
(SEAL ABOVE)	Personally known _____ or produced identification <input checked="" type="checkbox"/> _____ Type of identification produced <u>FLORIDA DRIVERS LICENSE</u>
ATTENTION NOTARY: Although the information requested is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.	
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:	Title or Type of Document <u>Annexation Agreement</u> Number of Pages <u>5</u> Date of Document _____ Signers Other Than Named Above <u>NONE</u>

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
JAMES W. DENHARDT, CITY ATTORNEY

ANNEXATION AGREEMENT

LEGAL DESCRIPTION

JOHN E. SHEVENELL & ANN SHEVENELL – AX18-5
PARCEL: 25/30/15/19638/003/0010
LOCATED AT: 7188 78TH STREET NORTH

LOT 1, BLOCK 3, FIRST ADDITION TO CROSS BAYOU PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 40, PAGE 83 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

A PARCEL CONTAINING 0.14 ACRES M.O.L.

PETITION FOR ANNEXATION TO THE CITY OF PINELLAS PARK, FLORIDA

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

PARCEL: 25-30-15-19638-003-0010
(Located at 7188 78th Street N)

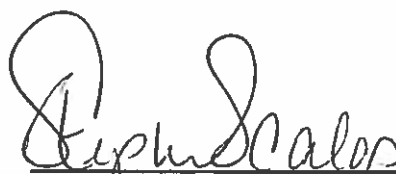
Cross Bayou Park 1st Addition Block 3, Lot 1

Containing 0.14 acres MOL


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

John and Ann Shevenell
7188 78th Street N
Pinellas Park, FL 33781

OWNER'S SIGNATURES:


 Witness **STEPHANIE SCALOS**


 John Shevenell, Owner


 Witness **Amanda Conte**


 Ann Shevenell, Owner

ANNEXATION DATA SHEET

1. **PARCEL:**
25/30/15/19638/003/0010
2. **OWNER:**
John and Ann Shevenell
3. **STREET ADDRESS OF PROPERTY:**
Located at 7188 78th Street N
4. **SIZE OF PROPERTY:**
Petition = 0.14 Acres MOL
Ordinance = 0.14 Acres MOL
5. **COUNTY ZONING / LAND USE:**
R-3/RU
6. **CITY ZONING / LAND USE:**
R-1/RU
7. **EXISTING PROPERTY IMPROVEMENTS:**
Single Family Home – 1,673 sq. feet
8. **EXISTING BUSINESS ON PROPERTY:**
N/A
9. **EXISTING PROPERTY USE:**
Residential
10. **ANNEXATION AGREEMENT PROVISIONS:**
The City shall accept the existing driveway materials and egresses to the corner of 72nd Avenue and 78th Street on the Property in their "as is" condition, except that owner shall maintain said structures in good repair. At the time said structures are proposed for renovation or alteration, owner shall then bring the structures into compliance with applicable building codes. The Parties understand and agree that building issues will be subject to all applicable codes if not specifically addressed in this Annexation Agreement. As part of the consideration of this Agreement, the City shall treat the existing structures, in their present locations, as being grandfathered.
11. **OTHER PERTINENT INFORMATION:**
Contiguous
12. **PROPOSED PROPERTY USE:**
Same
13. **PROPOSED PROPERTY IMPROVEMENTS:**
N/A

SUPPLEMENT TO DATA SHEET

ANNEXATION PETITION

JOHN AND ANN SHEVENELL

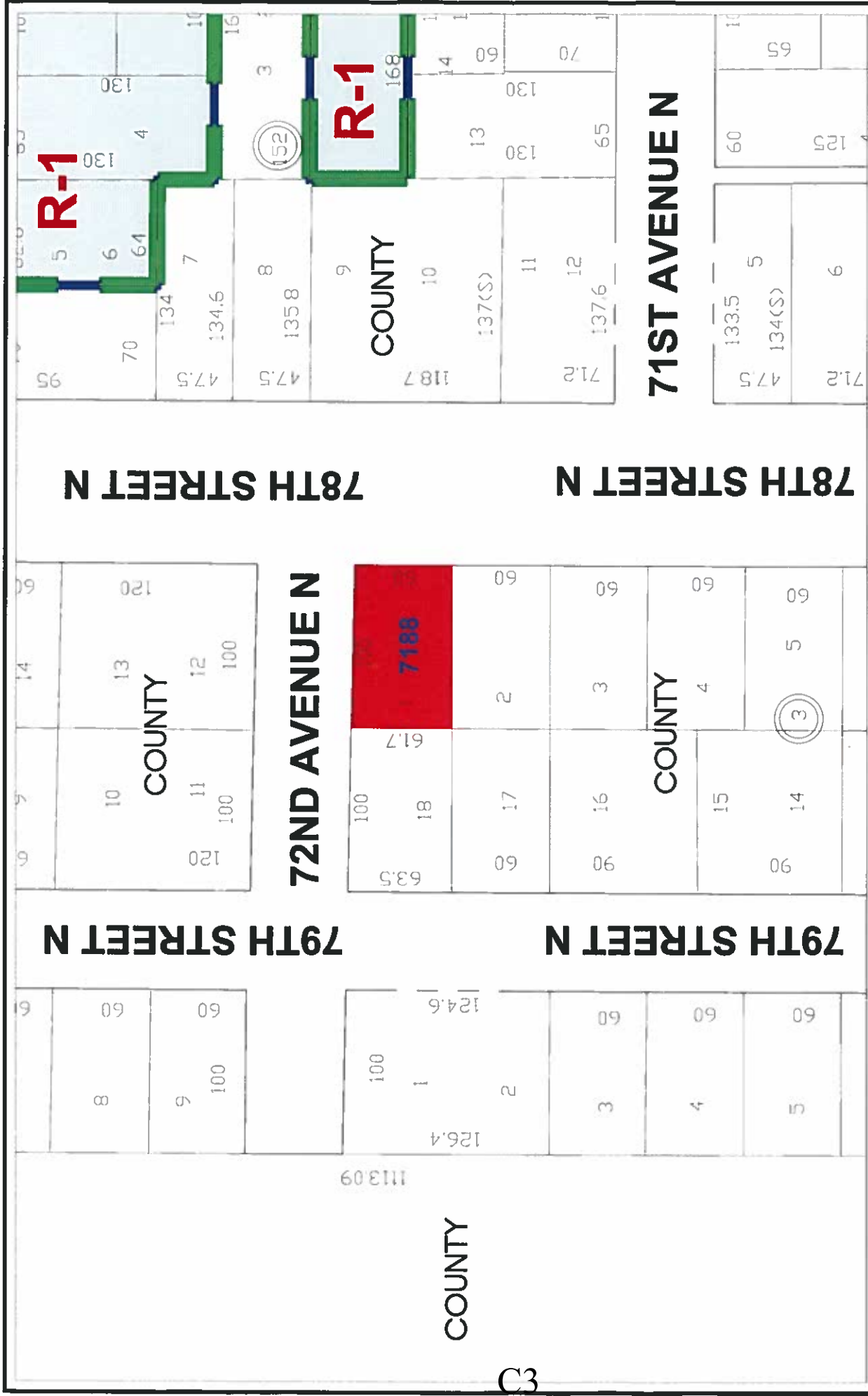
AX18-5

REVIEW COMMENTS

CITY MANAGER:	NO OBJECTION
ASST. CITY MGR. / COMMUNITY DEV. ADMIN.:	NO OBJECTION
BLDG. DEVELOPMENT:	COMMENT – <i>The driveway has been added onto with an alternate material (concrete test cylinders) and egresses to the corner of 72nd Avenue and 78th Street. I question the legality of the additional drive.</i>
<i>Per the County on January 3, 2018, there are no outstanding code violations. An Agreement has been prepared and signed to grandfather in the noted issues.</i>	
FINANCE:	NO OBJECTION
FIRE DEPARTMENT:	NO OBJECTION
OMB ADMINISTRATOR:	NO OBJECTION
COMMUNITY PLANNING DIVISION:	NO OBJECTION
NEIGHBORHOOD SERVICES:	NO OBJECTION
POLICE DEPARTMENT:	NO OBJECTION
PUBLIC WORKS:	
ENGINEERING SERVICES:	NO OBJECTION
TRANSPORTATION & STORMWATER:	NO OBJECTION
UTILITIES DIVISION:	NO OBJECTION
UTILITY BILLING DIVISION:	NO OBJECTION
ZONING DIVISION:	NO OBJECTION

Annexation Revenue Analysis Residential

Annexation No. AX18-5		Date: January 8, 2018
Owner's Name: John and Ann Shevenell		
Property Address: 7188 78th Street North		
Ad Valorem Taxes:	<u>Millage</u>	<u>Amount</u>
Assessed Value (cap value)	NA	\$153,182.00
Homestead Exemption	NA	\$55,000.00
Taxable Value	NA	\$98,182.00
Anticipated Taxes Received by City	0.0054900	\$539.02
<i>*Information obtained from the Pinellas County Property Appraiser's records.</i>		
Franchise Fees and/or Utility Taxes:		
Water (10% Utility Tax) COUNTY WATER		\$0.00
Electric (based on \$106 avg. monthly bill) ESTIMATE		\$127.00
Stormwater Fees (4.00 per month)		\$48.00
Communication Services Tax ESTIMATE		\$35.00
Anticipated Franchise Fees and/or Utility Taxes Received by the City		\$210.00
Anticipated Taxes Received by City		\$539.02
Anticipated Franchise Fees and/or Utility Taxes Received by City		\$210.00
Anticipated Annual Revenues to be Received by City		\$749.02
Current Est. Annual Revenues to Pinellas Park as Unincorporated Property:		
PFW Fire District Tax	0.0031976	\$313.95
25% Water & Sewer Surcharge		\$0.00
Anticipated Total Est. Annual Revenues to City as Unincorporated Property		\$313.95
Anticipated New Money (est.) to City Received Thru Annexation - Current Millage		\$435.07





N.T.S.

Annexation
AX18-5

7188 78th Street North
Pinellas Park, FL 33781

City of
PINELLAS PARK

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

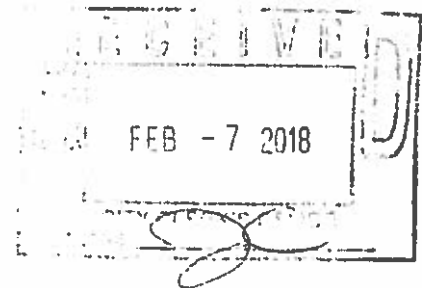
Please Respond To:

James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 • Telephone
(727) 323-0888 • Facsimile



FLORIDA

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



February 7, 2018

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

RE: City Document #18-048
Annexation Agreement AX18-5, Shevenell

Dear Ms. Scalos:

I have received and reviewed the above-referenced Annexation Agreement and Petition for Annexation to the City of Pinellas Park. Assuming that the legal description in Exhibit A of the Agreement is correct, I would approve of the Agreement and Petition as to form and correctness.

Very truly yours,

Lauren C. Rubenstein
Assistant City Attorney

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

LCR/dh



PRINTED ON RECYCLED PAPER



City of Pinellas Park

Staff Report

File #: 18-372, **Version:** 1

Agenda Date: 3/22/2018

APPROVAL OF VOLUNTARY ANNEXATION OF PROPERTY OWNED BY BRANDON GREEN (AX18-8) - Located at 7831 72nd Avenue North

NOTE: This is a voluntary annexation of 0.28 acres MOL of contiguous residential property located at 7831 72nd Avenue North. The City's annual projected revenue is Eight Hundred and Four Dollars (\$804) and no City funds were expended.

ACTION: (Approve - Deny) The voluntary annexation of 0.28 acres MOL of residential property owned by Brandon Green.

PETITION FOR ANNEXATION TO THE CITY OF PINELLAS PARK, FLORIDA

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

PARCEL: 25-30-15-19620-001-0120
(Located at 7831 72ND AVE N)

CROSS BAYOU PARK BLOCK 1, LOTS 12 AND 13

Containing 0.28 acres MOL

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

Brandon Green
7831 72nd Ave N
Pinellas Park, FL 33781-3745


OWNER'S SIGNATURE:



Witness
(please sign and print name)



BRANDON GREEN, OWNER



Witness **TERLANIE SCALOS**
(please sign and print name)

Phone number in case we need to reach you: 727 492 1357

ANNEXATION DATA SHEET

1. **PARCEL:**
25/30/15/19620/001/0120
2. **OWNER:**
Brandon Green
3. **STREET ADDRESS OF PROPERTY:**
Located at 7831 72nd Avenue N
4. **SIZE OF PROPERTY:**
Petition = 0.28 Acres MOL
Ordinance = 0.28 Acres MOL
5. **COUNTY ZONING / LAND USE:**
R-3/RU
6. **CITY ZONING / LAND USE:**
R-1/RU
7. **EXISTING PROPERTY IMPROVEMENTS:**
Single Family Home – 1,614 sq. feet
8. **EXISTING BUSINESS ON PROPERTY:**
N/A
9. **EXISTING PROPERTY USE:**
Residential
10. **ANNEXATION AGREEMENT PROVISIONS:**
N/A
11. **OTHER PERTINENT INFORMATION:**
Contiguous
12. **PROPOSED PROPERTY USE:**
Same
13. **PROPOSED PROPERTY IMPROVEMENTS:**
N/A

SUPPLEMENT TO DATA SHEET

ANNEXATION PETITION

BRANDON GREEN

AX18-8

REVIEW COMMENTS

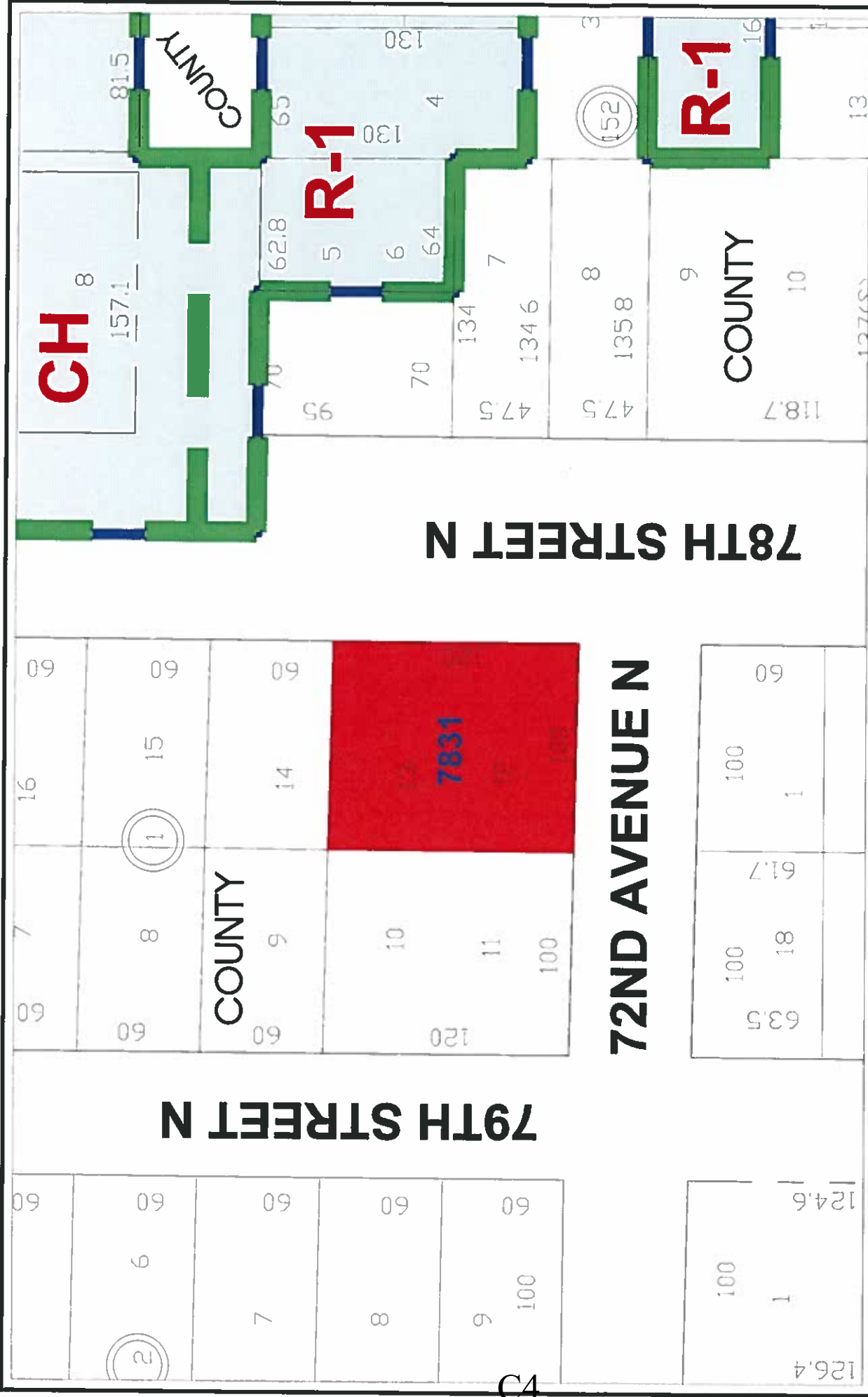
CITY MANAGER:	NO OBJECTION
ASST. CITY MGR. / COMMUNITY DEV. ADMIN.:	NO OBJECTION
BLDG. DEVELOPMENT:	NO OBJECTION
FINANCE:	NO OBJECTION
FIRE DEPARTMENT:	NO OBJECTION
OMB ADMINISTRATOR:	NO OBJECTION
COMMUNITY PLANNING DIVISION:	NO OBJECTION
NEIGHBORHOOD SERVICES:	NO OBJECTION
POLICE DEPARTMENT:	NO OBJECTION
PUBLIC WORKS:	
ENGINEERING SERVICES:	NO OBJECTION
TRANSPORTATION & STORMWATER:	NO OBJECTION
UTILITIES DIVISION:	NO OBJECTION
UTILITY BILLING DIVISION:	NO OBJECTION
ZONING DIVISION:	NO OBJECTION

Annexation Revenue Analysis Residential

Annexation No. AX18-8		Date: January 25, 2018	
Owner's Name: Brandon Green			
Property Address: 7831 72nd Avenue North			
	<u>Millage</u>	<u>Amount</u>	
Ad Valorem Taxes:			
Assessed Value (cap value)	NA	\$159,427.00	
Homestead Exemption	NA	\$50,000.00	
Taxable Value	NA	\$109,427.00	
Anticipated Taxes Received by City	0.0054900	\$600.75	
<i>*Information obtained from the Pinellas County Property Appraiser's records.</i>			
Franchise Fees and/or Utility Taxes:			
Water (10% Utility Tax) COUNTY WATER		\$0.00	
Electric (based on \$100 avg. monthly bill) ESTIMATE		\$120.00	
Stormwater Fees (4.00 per month)		\$48.00	
Communication Services Tax ESTIMATE		\$35.00	
Anticipated Franchise Fees and/or Utility Taxes Received by the City		\$203.00	
Anticipated Taxes Received by City		\$600.75	
Anticipated Franchise Fees and/or Utility Taxes Received by City		\$203.00	
Anticipated Annual Revenues to be Received by City		\$803.75	

Current Est. Annual Revenues to Pinellas Park as Unincorporated Property:		
PFW Fire District Tax	0.0031976	\$349.90
25% Water & Sewer Surcharge		\$0.00
Anticipated Total Est. Annual Revenues to City as Unincorporated Property		\$349.90

Anticipated New Money (est.) to City Received Thru Annexation - Current Millage	\$453.85
--	-----------------



7831 72nd Avenue North
Pinellas Park, FL 33781

Annexation
AX18-8

N ↑
N.T.S.



City of Pinellas Park

Staff Report

File #: 18-377, Version: 1

Agenda Date: 3/22/2018

ORDINANCE NO. 4057. ANNEXING INTO THE CITY OF PINELLAS PARK CERTAIN PARCELS OF LAND GENERALLY LOCATED AT 7190 79TH STREET NORTH, 7189 79TH STREET NORTH, 7188 78TH STREET NORTH AND 7831 72ND AVENUE NORTH (RICK AND KACY BRUNK AX18-3, BENJAMIN J. CROWDER FAMILY TRUST AX18-4, JOHN AND ANN SHEVENELL AX18-5, BRANDON GREEN AX18-8)

FIRST READING PRIOR TO PUBLIC HEARING

NOTE: This is a voluntary annexation of 0.28 acres MOL of contiguous residential property located at 7190 79th Street North, 0.14 acres MOL of contiguous residential property located at 7189 79th Street North, 0.14 acres MOL of contiguous residential property located at 7188 78th Street North and 0.28 acres MOL of contiguous residential property located at 7831 72nd Avenue North. There is a single-family home located on each of these properties.

ACTION: (Pass - Deny) Ordinance No. 4057.

ORDINANCE NO. _____

AN ORDINANCE ANNEXING INTO THE CITY OF PINELLAS PARK, FLORIDA, CERTAIN PARCELS OF LAND GENERALLY LOCATED AT 7190 79TH STREET NORTH, 7189 79TH STREET NORTH, 7188 78TH STREET NORTH AND 7831 72ND AVENUE NORTH, LEGALLY DESCRIBED AS ATTACHED HERETO IN EXHIBIT "A" AND MADE A PART HEREOF, LYING WITHIN SECTION 25, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA; PROVIDING FOR AMENDMENT OF THE LEGAL DESCRIPTION OF THE CORPORATE BOUNDARIES OF THE CITY OF PINELLAS PARK, FLORIDA; PROVIDING FOR THE ASSIGNMENT OF CITY ZONING CLASSIFICATION; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES CONFLICTING HERewith; PROVIDING FOR AN EFFECTIVE DATE. (RICK AND KACY BRUNK AX18-3, BENJAMIN J. CROWDER FAMILY TRUST AX18-4, JOHN AND ANN SHEVENELL AX18-5, BRANDON GREEN AX18-8)

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

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

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

SECTION ONE: That the land lying in an unincorporated area of Pinellas County, Florida, and contiguous to the City of Pinellas Park, generally located at 7190 79th Street North, 7189 79th Street North, 7188 78th Street North and 7831 72nd Avenue North, and legally described as attached hereto in Exhibit "A" and made a part hereof, lying within Section 25, Township 30 South, Range 15 East, Pinellas County, Florida, is hereby annexed into the City of Pinellas Park.

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

SECTION THREE: That the land herein annexed shall be assigned the City zoning classification of R-1 which is the closest compatible to the County R-3 zoning on the subject parcel at the time of annexation.

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

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

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

FIRST READING	_____	DAY OF _____, 2018
PUBLISHED MAP & TITLE	_____	DAY OF _____, 2018
PUBLISHED MAP ONLY	_____	DAY OF _____, 2018
PUBLIC HEARING	_____	DAY OF _____, 2018
PASSED THIS	_____	DAY OF _____, 2018

AYES:
NAYS:
ABSENT:
ABSTAIN:

APPROVED THIS _____ DAY OF _____, 2018

ATTEST:

SANDRA L. BRADBURY, MAYOR

DIANE M. CORNA, MMC, CITY CLERK

ANNEXATION ORDINANCE LEGAL

RICK BRUNK & KACY BRUNK – AX18-3
PARCEL: 25/30/15/19638/004/0010
LOCATED AT: 7190 79TH STREET NORTH

LOTS 1 & 2, BLOCK 4, FIRST ADDITION TO CROSS BAYOU PARK,
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 40,
PAGE 83 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

A PARCEL CONTAINING 0.28 ACRES M.O.L.

BENJAMIN J. CROWDER FAMILY TRUST – AX18-4
PARCEL: 25/30/15/19638/003/0180
LOCATED AT: 7189 79TH STREET NORTH

LOT 18, BLOCK 3, FIRST ADDITION TO CROSS BAYOU PARK, ACCORDING TO
THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 40, PAGE 83 OF THE
PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

A PARCEL CONTAINING 0.14 ACRES M.O.L.

JOHN E. SHEVENELL & ANN SHEVENELL – AX18-5
PARCEL: 25/30/15/19638/003/0010
LOCATED AT: 7188 78TH STREET NORTH

LOT 1, BLOCK 3, FIRST ADDITION TO CROSS BAYOU PARK, ACCORDING TO
THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 40, PAGE 83 OF THE
PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

A PARCEL CONTAINING 0.14 ACRES M.O.L.

BRANDON GREEN – AX18-8
PARCEL: 25/30/15/19620/001/0120
LOCATED AT: 7831 72ND AVENUE NORTH

LOTS 12 AND 13, BLOCK 1, CROSS BAYOU PARK, ACCORDING TO THE PLAT
THEREOF, AS RECORDED IN PLAT BOOK 35, PAGE 22, OF THE PUBLIC
RECORDS OF PINELLAS COUNTY, FLORIDA.

A PARCEL CONTAINING 0.28 ACRES M.O.L.

PETITION FOR ANNEXATION TO THE CITY OF PINELLAS PARK, FLORIDA

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


PARCEL: 25-30-15-19638-004-0010
(Located at 7190 79th Street N)

Cross Bayou Park 1st Addition Block 4, Lots 1 and 2

Containing 0.28 acres MOL

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

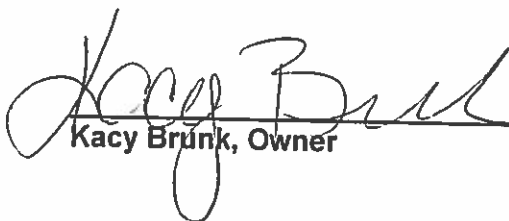
Rick & Kacy Brunk
7190 79th Street N
Pinellas Park, FL 33781


 Witness STEPLIANIE SCALOS

OWNER'S SIGNATURES:


 Rick Brunk, Owner


 Witness Amanda Conte


 Kacy Brunk, Owner

S.T.N.

Annexation AX18-3

**7190 79th Street North
Pinellas Park, FL 33781**



PETITION FOR ANNEXATION TO THE CITY OF PINELLAS PARK, FLORIDA

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

PARCEL: 25-30-15-19638-003-0180
(Located at 7189 79th Street N)

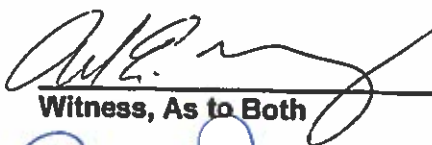
Cross Bayou Park 1st Addition Block 3, Lot 18


Containing 0.14 acres MOL

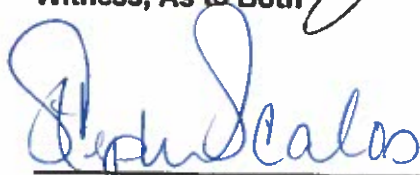
The names and addresses of the undersigned representing all of the legal owners of the above-described property are as follows:

Benjamin J. Crowder Family Trust
13940 89th Avenue
Seminole, FL 33776

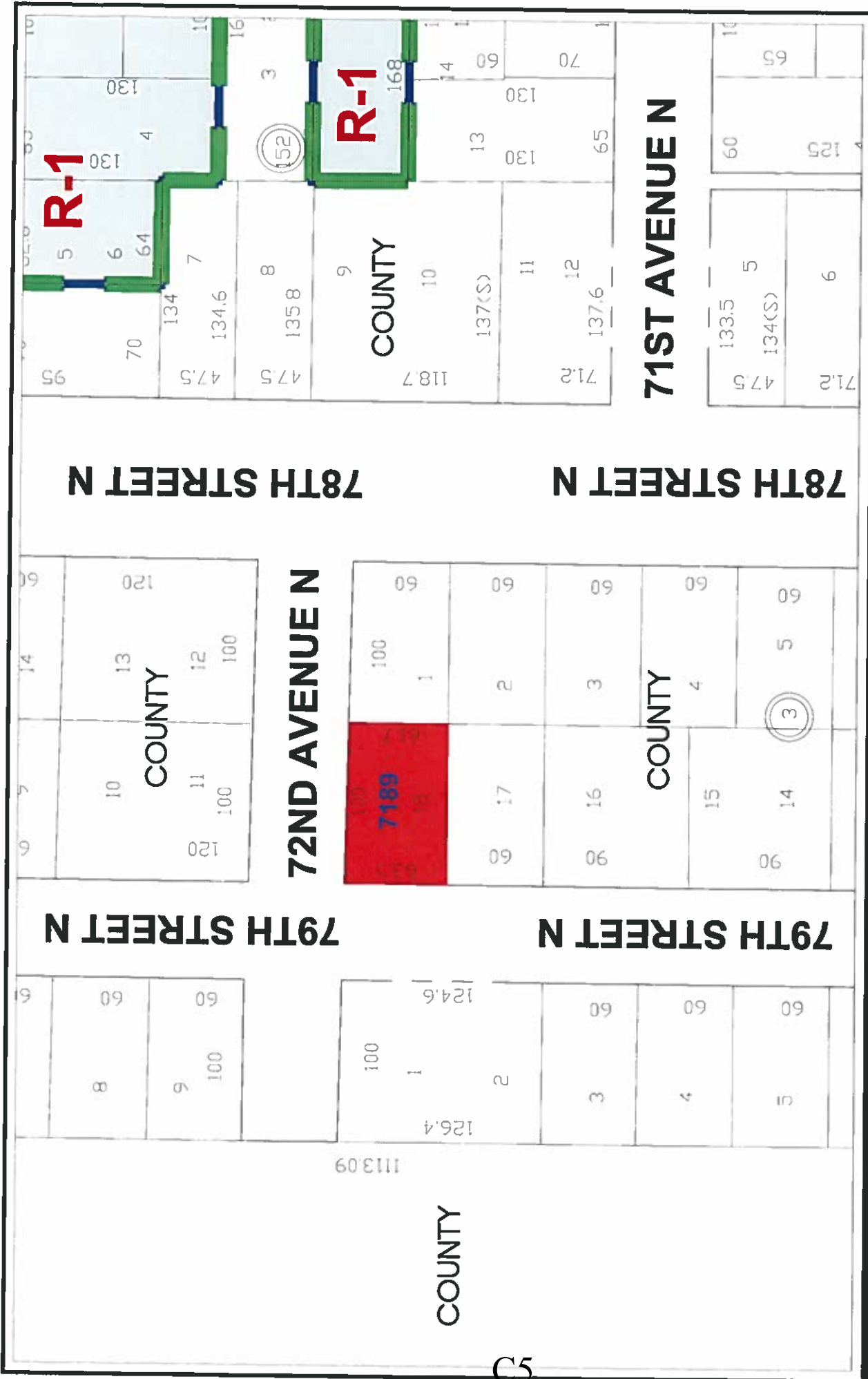
TRUSTEE'S SIGNATURE:



 Witness, As to Both


 Benjamin J. Crowder, Trustee


 Witness, As to Both **STEPHANIE SCALOS**

Phone number in case we need to contact you: 727-215-0000





N↑
N.T.S.

Annexation
AX18-4

7189 79th Street North
Pinellas Park, FL 33781

PETITION FOR ANNEXATION TO THE CITY OF PINELLAS PARK, FLORIDA

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

PARCEL: 25-30-15-19638-003-0010
(Located at 7188 78th Street N)

Cross Bayou Park 1st Addition Block 3, Lot 1

Containing 0.14 acres MOL

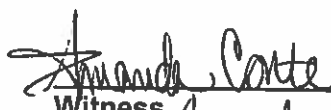
The names and addresses of the undersigned representing all of the legal owners of the above-described property are as follows:

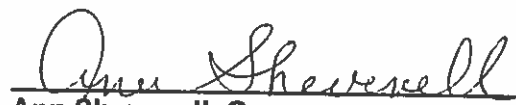
John and Ann Shevenell
7188 78th Street N
Pinellas Park, FL 33781

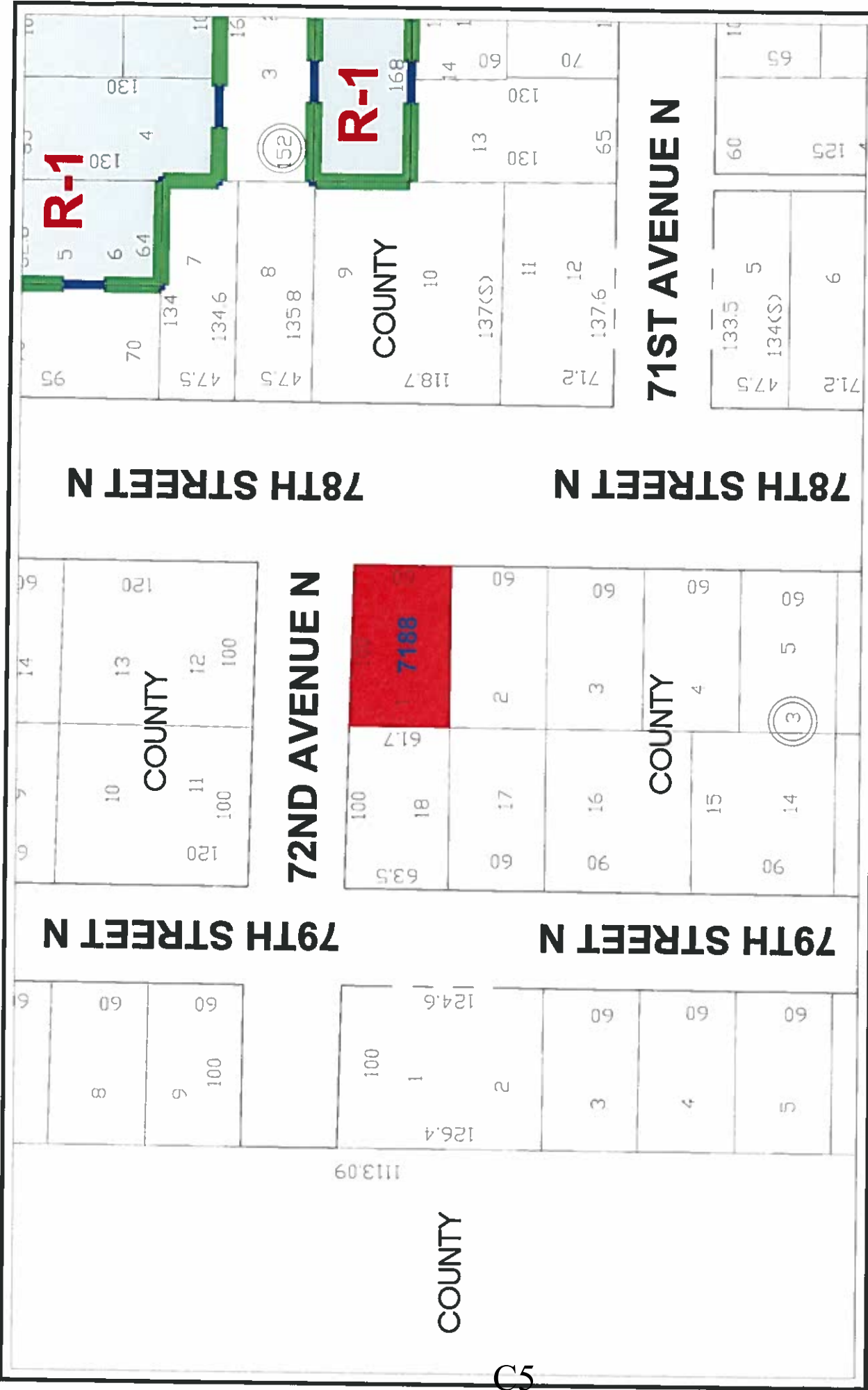
OWNER'S SIGNATURES:



 Witness STEPHANIE SCARLOS


 John Shevenell, Owner


 Witness Amanda Conte


 Ann Shevenell, Owner




N.T.S.

Annexation
AX18-5

7188 78th Street North
Pinellas Park, FL 33781

PETITION FOR ANNEXATION TO THE CITY OF PINELLAS PARK, FLORIDA

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

PARCEL: 25-30-15-19620-001-0120
(Located at 7831 72ND AVE N)

CROSS BAYOU PARK BLOCK 1, LOTS 12 AND 13

Containing 0.28 acres MOL

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

Brandon Green
7831 72nd Ave N
Pinellas Park, FL 33781-3745

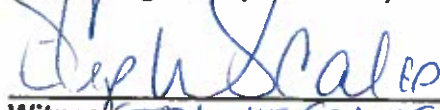
OWNER'S SIGNATURE:



 Witness
 (please sign and print name)

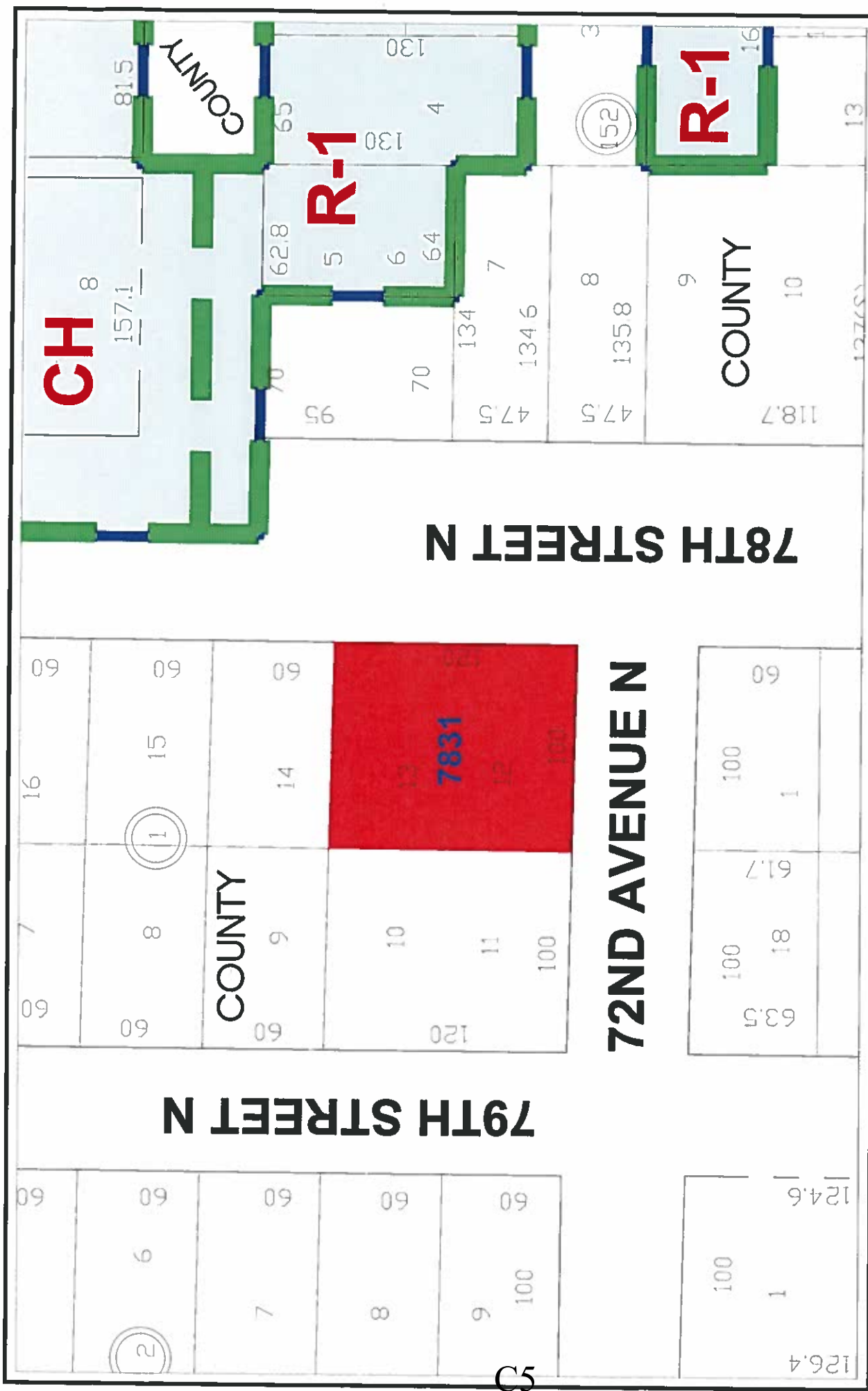


BRANDON GREEN, OWNER



 Witness **STEPHANIE SCALOS**
 (please sign and print name)

Phone number in case we need to reach you: 727 492 1357



N.T.S.

Annexation AX18-8

**7831 72nd Avenue North
Pinellas Park, FL 33781**

City of

PINELLAS PARK

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

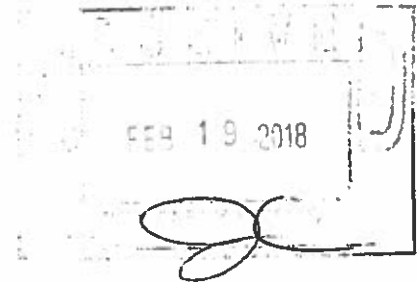
Please Respond To:

James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

**FLORIDA**

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

February 19, 2018



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

RE: **City Document #18-043**
Annexation Ordinance AX18-3, AX18-4, AX18-5 and AX18-8

Dear Ms. Scalos:

I have received and reviewed the above-referenced Annexation Ordinance. I note that the Ordinance annexes several parcels of land. Therefore, please update the first Whereas clause to read as follows: "WHEREAS, the Owners of certain parcels of land lying"

With that change, and assuming that the legal descriptions in Exhibit A are correct and the properties are in the legal name of the Petitioners, I would approve of the Ordinance as to form and correctness.

Very truly yours,

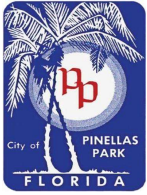
James W. Denhardt
City Attorney

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

JWD/dh



PRINTED ON RECYCLED PAPER



City of Pinellas Park

Staff Report

File #: 18-369, **Version:** 1

Agenda Date: 3/22/2018

APPROVAL OF VOLUNTARY ANNEXATION OF PROPERTY OWNED BY BRENDA HART AND JOHN HART (AX18-9) - Located at 7149 78th Street North

NOTE: This is a voluntary annexation of 0.14 acres MOL of contiguous residential property located at 7149 78th Street North. The City's annual projected revenue is Nine Hundred Thirty-Eight Dollars (\$938) and no City funds were expended.

ACTION: (Approve - Deny) The voluntary annexation of 0.14 acres MOL of residential property owned by Brenda Hart and John Hart.

PETITION FOR ANNEXATION TO THE CITY OF PINELLAS PARK, FLORIDA

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

PARCEL: 30-30-16-71100-152-0070
(Located at 7149 78TH ST N)

PINELLAS PARK 2ND ADDITION BLOCK 152, LOT 7 & WEST 1/2 OF VACANT ALLEY ON EAST

Containing 0.14 acres MOL

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

Brenda L. & John C. Hart
7149 78th St N
Pinellas Park, FL 33781-3734


OWNERS' SIGNATURE:



 Witness, As to Both
 (please sign and print name)



 BRENDA L. HART, OWNER



 Witness, As to Both
 (please sign and print name)



 JOHN C. HART, OWNER

Phone number in case we need to reach you: _____

ANNEXATION DATA SHEET

1. **PARCEL:**
30/30/16/71100/152/0070
2. **OWNER:**
Brenda & John Hart
3. **STREET ADDRESS OF PROPERTY:**
Located at 7149 78th Street N
4. **SIZE OF PROPERTY:**
Petition = 0.14 Acres MOL
Ordinance = 0.14 Acres MOL
5. **COUNTY ZONING / LAND USE:**
R-3/RU
6. **CITY ZONING / LAND USE:**
R-1/RU
7. **EXISTING PROPERTY IMPROVEMENTS:**
Single Family Home – 2,279 sq. feet
8. **EXISTING BUSINESS ON PROPERTY:**
N/A
9. **EXISTING PROPERTY USE:**
Residential
10. **ANNEXATION AGREEMENT PROVISIONS:**
N/A
11. **OTHER PERTINENT INFORMATION:**
Contiguous
12. **PROPOSED PROPERTY USE:**
Same
13. **PROPOSED PROPERTY IMPROVEMENTS:**
N/A

SUPPLEMENT TO DATA SHEET

ANNEXATION PETITION

BRENDA AND JOHN HART

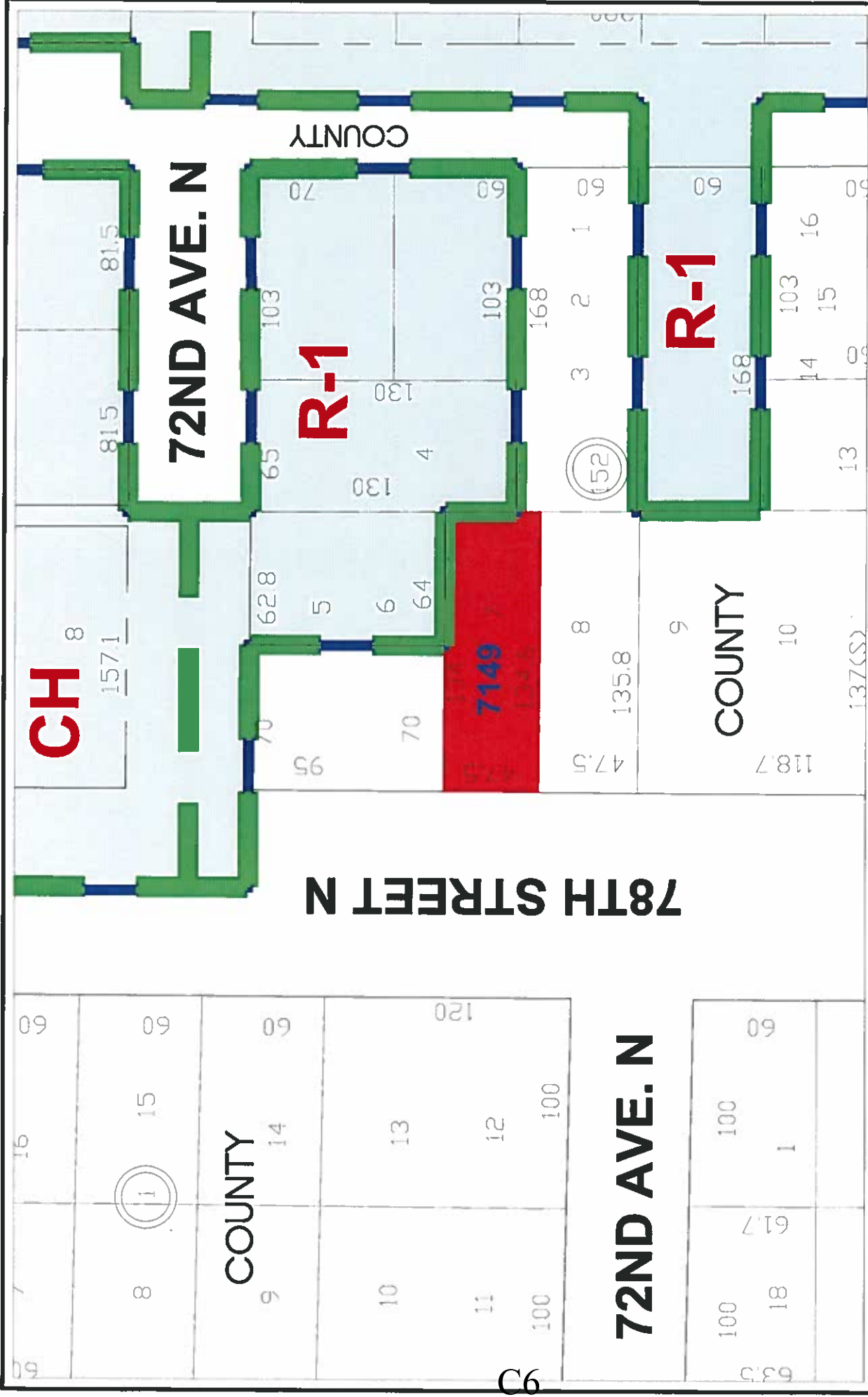
AX18-9

REVIEW COMMENTS

CITY MANAGER:	NO OBJECTION
ASST. CITY MGR. / COMMUNITY DEV. ADMIN.:	NO OBJECTION
BLDG. DEVELOPMENT:	NO OBJECTION
FINANCE:	NO OBJECTION
FIRE DEPARTMENT:	NO OBJECTION
OMB ADMINISTRATOR:	NO OBJECTION
COMMUNITY PLANNING DIVISION:	NO OBJECTION
NEIGHBORHOOD SERVICES:	NO OBJECTION
POLICE DEPARTMENT:	NO OBJECTION
PUBLIC WORKS:	
ENGINEERING SERVICES:	NO OBJECTION
TRANSPORTATION & STORMWATER:	NO OBJECTION
UTILITIES DIVISION:	NO OBJECTION
UTILITY BILLING DIVISION:	NO OBJECTION
ZONING DIVISION:	NO OBJECTION

Annexation Revenue Analysis Residential

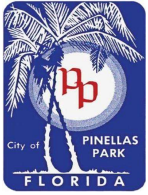
Annexation No. AX18-9		Date: January 25, 2018
Owner's Name: Brenda & John Hart		
Property Address: 7149 78th Street North		
	<u>Millage</u>	<u>Amount</u>
Ad Valorem Taxes:		
Assessed Value (cap value)	NA	\$176,506.00
Homestead Exemption	NA	\$50,000.00
Taxable Value	NA	\$126,506.00
Anticipated Taxes Received by City	0.0054900	\$694.52
<i>*Information obtained from the Pinellas County Property Appraiser's records.</i>		
Franchise Fees and/or Utility Taxes:		
Water (10% Utility Tax) COUNTY WATER		\$0.00
Electric (based on \$133 avg. monthly bill) ESTIMATE		\$160.00
Stormwater Fees (4.00 per month)		\$48.00
Communication Services Tax ESTIMATE		\$35.00
Anticipated Franchise Fees and/or Utility Taxes Received by the City		\$243.00
Anticipated Taxes Received by City		\$694.52
Anticipated Franchise Fees and/or Utility Taxes Received by City		\$243.00
Anticipated Annual Revenues to be Received by City		\$937.52
Current Est. Annual Revenues to Pinellas Park as Unincorporated Property:		
PFW Fire District Tax	0.0031976	\$404.52
25% Water & Sewer Surcharge		\$0.00
Anticipated Total Est. Annual Revenues to City as Unincorporated Property		\$404.52
Anticipated New Money (est.) to City Received Thru Annexation - Current Millage		\$533.00



7149 78th Street North
Pinellas Park, FL 33781

Annexation
AX18-9

N↑
N.T.S.



City of Pinellas Park

Staff Report

File #: 18-371, **Version:** 1

Agenda Date: 3/22/2018

ORDINANCE NO. 4056. ANNEXING INTO THE CITY OF PINELLAS PARK A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 7149 78TH STREET NORTH (BRENDA HART AND JOHN HART AX18-9)

FIRST READING PRIOR TO PUBLIC HEARING

NOTE: This is a voluntary annexation of 0.14 acres MOL of contiguous residential property located at 7149 78th Street North. There is a single-family home located on the property.

ACTION: (Pass - Deny) Ordinance No. 4056.

ORDINANCE NO. _____

AN ORDINANCE ANNEXING INTO THE CITY OF PINELLAS PARK, FLORIDA, A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 7149 78th STREET NORTH, LEGALLY DESCRIBED AS ATTACHED HERETO IN EXHIBIT "A" AND MADE A PART HEREOF, LYING WITHIN SECTION 30, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; PROVIDING FOR AMENDMENT OF THE LEGAL DESCRIPTION OF THE CORPORATE BOUNDARIES OF THE CITY OF PINELLAS PARK, FLORIDA; PROVIDING FOR THE ASSIGNMENT OF CITY ZONING CLASSIFICATION; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES CONFLICTING HERewith; PROVIDING FOR AN EFFECTIVE DATE. (BRENDA AND JOHN HART AX18-9)

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

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

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

SECTION ONE: That the land lying in an unincorporated area of Pinellas County, Florida, and contiguous to the City of Pinellas Park, generally located at 7149 78th Street North, and legally described as attached hereto in Exhibit "A" and made a part hereof, lying within Section 30, Township 30 South, Range 16 East, Pinellas County, Florida, is hereby annexed into the City of Pinellas Park.

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

SECTION THREE: That the land herein annexed shall be assigned the City zoning classification of R-1 which is the closest compatible to the County R-3 zoning on the subject parcel at the time of annexation.

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

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

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

FIRST READING	_____	DAY OF _____, 2018
PUBLISHED MAP & TITLE	_____	DAY OF _____, 2018
PUBLISHED MAP ONLY	_____	DAY OF _____, 2018
PUBLIC HEARING	_____	DAY OF _____, 2018
PASSED THIS	_____	DAY OF _____, 2018

AYES:
NAYS:
ABSENT:
ABSTAIN:

APPROVED THIS _____ DAY OF _____, 2018

ATTEST:

SANDRA L. BRADBURY, MAYOR

DIANE M. CORNA, MMC, CITY CLERK

ANNEXATION ORDINANCE LEGAL

BRENDA L. & JOHN C. HART – AX18-9
PARCEL: 30/30/16/71100/152/0070
LOCATED AT: 7149 78TH STREET NORTH

LOT 7, BLOCK 152, AND THE WEST 1/2 OF A VACATED ALLEYWAY EAST OF
AND ADJACENT TO SAID LOT 7, PINELLAS PARK 2ND ADDITION,
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3,
PAGES 8 & 9, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

A PARCEL CONTAINING 0.14 ACRES M.O.L.

PETITION FOR ANNEXATION TO THE CITY OF PINELLAS PARK, FLORIDA

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

PARCEL: 30-30-16-71100-152-0070
(Located at 7149 78TH ST N)


PINELLAS PARK 2ND ADDITION BLOCK 152, LOT 7 & WEST 1/2 OF VACANT ALLEY ON EAST

Containing 0.14 acres MOL

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

Brenda L. & John C. Hart
7149 78th St N
Pinellas Park, FL 33781-3734

OWNERS' SIGNATURE:



 Witness, As to Both
 (please sign and print name)



 BRENDA L. HART, OWNER

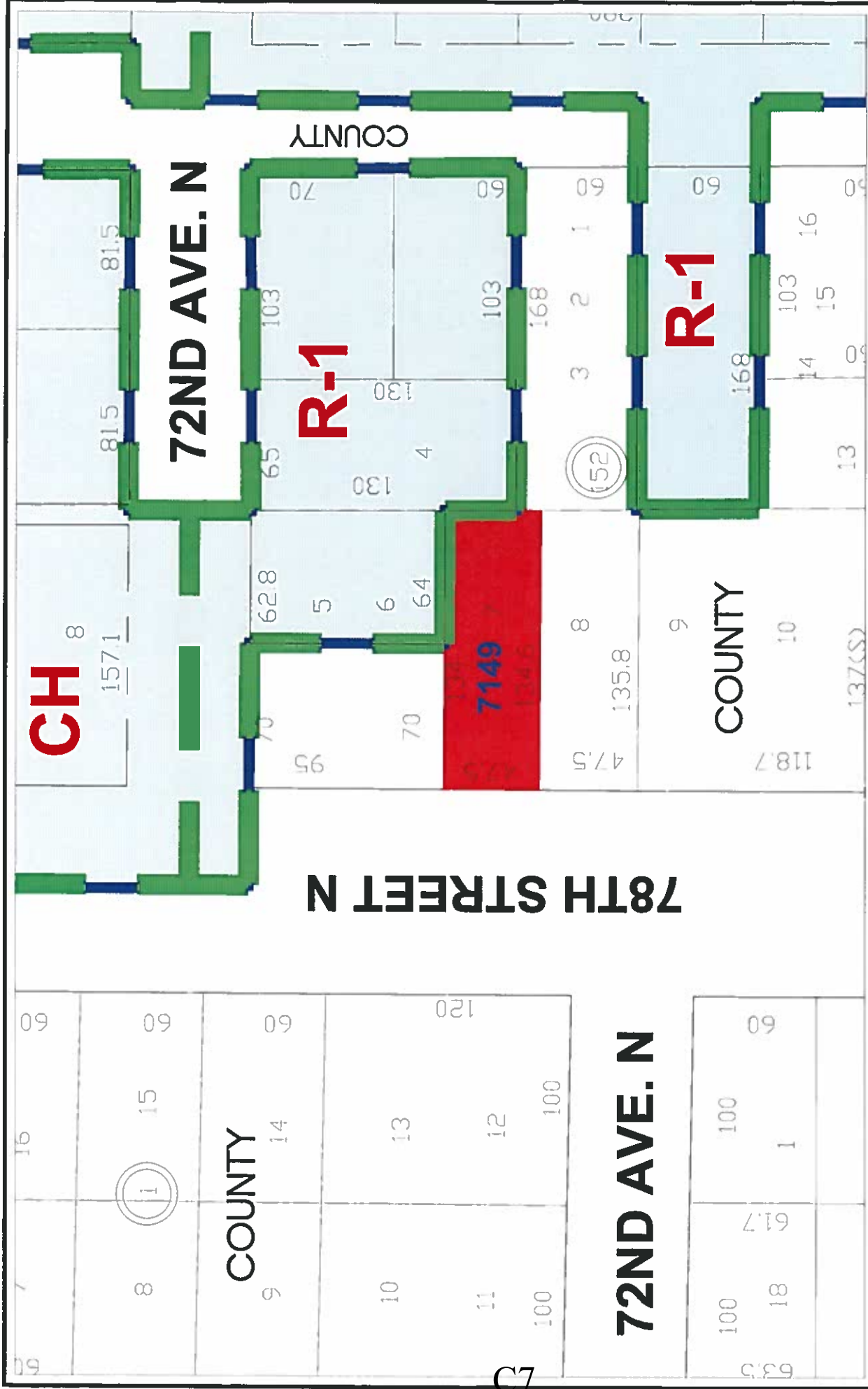


 Witness, As to Both
 (please sign and print name)



 JOHN C. HART, OWNER

Phone number in case we need to reach you: _____



N ↑ N.T.S.	Annexation AX18-9	7149 78th Street North Pinellas Park, FL 33781
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City of
PINELLAS PARK

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

Please Respond To:

James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile



FLORIDA

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

February 19, 2018

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

RE: City Document #18-044
Annexation Ordinance AX18-9, Hart

Dear Ms. Scalos:

I have received and reviewed the above-referenced Annexation Ordinance. Assuming that the legal description in Exhibit A is correct and the property is in the legal name of the Petitioner, 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, Asst. City Manager

JWD/dh



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City of Pinellas Park

Staff Report

File #: 18-392, **Version:** 1

Agenda Date: 3/22/2018

APPROVAL OF VOLUNTARY ANNEXATION OF PROPERTY OWNED BY HUNTLEY PROPERTIES, LLC (AX18-12) - Located at 7950 Park Boulevard

FIRST AND FINAL READING

NOTE: This is a voluntary annexation of 19.73 acres MOL of contiguous vacant residential property located at 7950 Park Boulevard. For five (5) years from the date of execution of this Agreement, the City shall waive land development fees applicable for proposed redevelopment, in an amount not to exceed Ninety Thousand Dollars (\$90,000). The City also agrees to waive any required zoning related application fees that may be needed to redevelop the property as proposed. The City's annual projected revenue is Ten Thousand Eight Hundred and Seven Dollars (\$10,807). The City's annual projected revenue, if developed as proposed, is Two Hundred Eighty Nine Thousand Four Hundred and Twenty Dollars (\$289,420) and no City funds were expended.

ACTION: (Approve - Deny) The voluntary annexation of 19.73 acres MOL of residential property owned by Huntley Properties, LLC.

ANNEXATION AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2018, by and between the **CITY OF PINELLAS PARK, FLORIDA**, a municipal corporation, hereinafter called the "CITY" and **HUNTLEY PROPERTIES, LLC**, hereinafter called the "OWNER". (*"OWNER" is used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders, as context requires.*) "CITY" and "OWNER" are hereinafter collectively referred to as the "Parties" hereto. This Agreement shall be deemed to be entered into, dated and effective upon its execution by the Mayor and approved by the City Attorney of Pinellas Park, after City Council action approving of this Agreement.

WHEREAS, the OWNER fully warrants that they are the fee simple OWNER of the real property described in Exhibit "A" attached hereto (hereinafter referred to as "Property"), which is presently located in an unincorporated area of Pinellas County; and

WHEREAS, the Parties have determined that annexation of the Property would be beneficial to both Parties, and the Property currently does meet the requirements for voluntary annexation into the CITY as required by Florida Statutes, Chapter 171; and

WHEREAS, the OWNER desires that the Property be annexed into the municipal boundaries of the CITY, and the CITY desires to annex the Property.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged by both Parties, it is hereby agreed by and between the Parties as follows:

1. All of the above recitals are incorporated herein and made a part hereof.
2. The OWNER shall forthwith execute and deliver to the CITY a Petition for Voluntary Annexation in accordance with Florida Statutes, Chapter 171. Further, the OWNER shall, when requested to do so by the CITY, perform all such actions as may be necessary to execute and complete the Voluntary Annexation by the CITY of the Property. The CITY shall, after the completion of such actions, commence the appropriate voluntary annexation proceedings.
3. Prior to annexation of the said Property by the CITY, the OWNER shall be permitted to commence and/or to proceed with the development of the said Property in strict accordance with the legal requirements of Pinellas County, Florida. However, upon annexation, all further or continuing development of the said Property (regardless of when the same is commenced) shall strictly comply with all applicable CITY ordinances, resolutions, and codes, including site plan review procedures for each individual structure. Nothing herein shall be construed to excuse or release OWNER from compliance with the applicable laws, rules, and regulations of any other governmental entities, including but not limited to legal requirements for obtaining environmental permits.
4. At the time of annexation, the CITY will convert the then-existing County zoning of C-2 and land use classification of ROR to the CITY zoning of B-1 and land use classification of ROR.
5. Nothing in this Agreement or otherwise shall be construed as requiring the CITY to construct or install any water or sanitary sewer lines or other improvements of any kind upon the above-referenced Property.

(Mayor's Initials)


(Manager's Initials)

The following constitute the special provisions herein:

6. For a period of five (5) years from the date of execution of this Agreement, the CITY shall waive CITY land development fees applicable for the proposed redevelopment of the Property, in an amount up to, and not to exceed, Ninety Thousand Dollars (\$90,000.00).

7. For a period of five (5) years from the date of execution of this Agreement, the CITY shall waive any required zoning related application fee(s) (ie: Zoning change, Land Use Plan Amendment, waiver(s), variance(s)) that may be needed to redevelop the Property as proposed.

The following constitute miscellaneous provisions herein:

8. The OWNER further acknowledges that this Agreement shall be recorded in the Public Records of Pinellas County, Florida, and shall constitute a covenant running with the Property.

9. This Agreement shall be binding upon the Parties, their successors, assigns, and legal representatives; provided, however, that nothing herein shall be construed to prevent the sale or other transfer of the Property by OWNER or any of its successors in title subject to the provisions hereof.

10. This document embodies the whole agreement of the Parties. There are no promises, terms, conditions, or allegations by either Party other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements, whether written or verbal between the Parties hereto. This Agreement may be modified only in writing executed by the Parties and/or their successors in title, as the case may be.

(Mayor's Initials)

(Manager's Initials)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CITY OF PINELLAS PARK, FLORIDA:

SANDRA L. BRADBURY, MAYOR

ATTEST:

DIANE M. CORNA, MMC, CITY CLERK

HUNTLEY PROPERTIES, LLC:


DAWN HUNTLEY MATTOX, MANAGER


Witness Signature

Sherman Coughlin
Print Name


Witness Signature

Amanda L. Conte
Print Name

APPROVED AS TO FORM AND CORRECTNESS:

JAMES W. DENHARDT, CITY ATTORNEY
CITY OF PINELLAS PARK, FL

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this _____, 2018, by SANDRA L. BRADBURY, Mayor, and DIANE M. CORNA, MMC, City Clerk, of the CITY OF PINELLAS PARK, FLORIDA, a municipal corporation, on behalf of whom the instrument was executed.

Notary Public signature

(Name of Notary typed, printed or stamped)

Personally known _____ or produced identification

(SEAL ABOVE)

Type of identification produced _____

ATTENTION NOTARY: Although the information requested is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

THIS CERTIFICATE MUST BE

Title or Type of Document Annexation Agreement

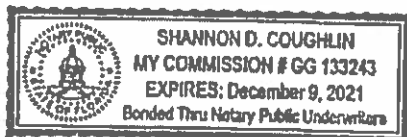
ATTACHED TO THE DOCUMENT Number of Pages 5 Date of Document _____ DESCRIBED AT RIGHT
Signers Other Than Named Above NONE

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 26th day of Feb., 2018, by
DAWN HUNTLEY MATTOX, Manager of Huntley Properties, L.L.C.
(Name of person acknowledging and title of position)

Notary Public signature

(Name of Notary typed, printed or stamped)



Personally known ✓ or produced identification

Type of identification produced _____

(SEAL ABOVE)

ATTENTION NOTARY: Although the information requested is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

ANNEXATION AGREEMENT

HUNTLEY PROPERTIES, LLC

LEGAL DESCRIPTION

Huntley Properties, LLC
Parcel No. 25-30-15-00000-440-0400
Located at: 7950 Park Boulevard

THAT PORTION OF THE SOUTHEAST ¼ OF SECTION 25, TOWNSHIP 30 SOUTH,
RANGE 15 EAST, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE
SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 15 EAST, RUN
NORTH 89°37'08" WEST 610.00'; THENCE SOUTH 00°08'42" WEST 65.00' TO THE
POINT OF BEGINNING; THENCE NORTH 89°37'08" WEST 494.646'; THENCE SOUTH
00°42'52" WEST 1275.055'; THENCE NORTH 89°24'46" EAST 707.37'; THENCE
NORTH 00°08'42" EAST 1113.09'; THENCE NORTH 89°37'08" WEST 200.00';
THENCE NORTH 00°08'42" EAST 150.00' TO THE POINT OF BEGINNING.

A PARCEL CONTAINING 19.73 ACRES M.O.L.

PETITION FOR ANNEXATION TO THE CITY OF PINELLAS PARK, FLORIDA

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

PARCEL: 25-30-15-00000-440-0400

(Located at 7950 Park Boulevard)

THAT PORTION OF THE SOUTHEAST ¼ OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 15 EAST, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 15 EAST, RUN NORTH 89°37'08" WEST 610.00'; THENCE SOUTH 00°08'42" WEST 65.00' TO THE POINT OF BEGINNING; THENCE NORTH 89°37'08" WEST 494.646'; THENCE SOUTH 00°42'52" WEST 1275.055'; THENCE NORTH 89°24'46" EAST 707.37'; THENCE NORTH 00°08'42" EAST 1113.09'; THENCE NORTH 89°37'08" WEST 200.00'; THENCE NORTH 00°08'42" EAST 150.00' TO THE POINT OF BEGINNING.

Containing 19.73 acres MOL

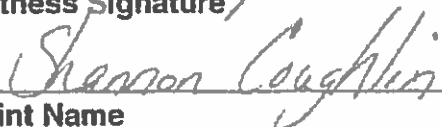
The names and addresses of the undersigned representing all of the legal owners of the above-described property are as follows:

**Huntley Properties, LLC
C/O: Dawn Huntley Mattox
2033 West McDermott Dr. Suite 320-228
Allen, TX 75013-4694**

Huntley Properties, LLC:



Witness Signature



Print Name



Witness Signature



Print Name



DAWN HUNTLEY MATTOX, MANAGER

ANNEXATION DATA SHEET

1. **PARCEL:**
25/30/15/00000/440/0400
2. **OWNER:**
Huntley Properties, LLC
3. **LOCATED AT:**
7950 Park Boulevard
4. **SIZE OF PROPERTY:**
Agreement = 19.73 Acres MOL
Ordinance = 19.73 Acres MOL
5. **COUNTY ZONING / LAND USE:**
C-2 / ROR
6. **CITY ZONING / LAND USE:**
B-1 / ROR
7. **EXISTING PROPERTY IMPROVEMENTS:**
None - Vacant
8. **EXISTING BUSINESS ON PROPERTY:**
None - Vacant
9. **PREVIOUS / EXISTING PROPERTY USE:**
Residential
10. **ANNEXATION SPECIAL PROVISIONS:**
 - For a period of five (5) years from the date of execution of this Agreement, the City shall waive City land development fees applicable for the proposed redevelopment of the Property, in an amount up to, and not to exceed, Ninety Thousand Dollars (\$90,000.00).
 - For a period of five (5) years from the date of execution of this Agreement, the City shall waive any required zoning related application fee(s) (ie: Zoning change, Land Use Plan Amendment, waiver(s), variance(s)) that may be needed to redevelop the Property as proposed.
11. **OTHER PERTINENT INFORMATION:**
Contiguous
12. **PROPOSED PROPERTY USE:**
Residential
13. **PROPOSED PROPERTY IMPROVEMENTS:**
Townhomes

SUPPLEMENT TO
ANNEXATION AGREEMENT

Huntley Properties, LLC — AX18-12

Located at: 7950 Park Blvd.

REVIEW COMMENTS

CITY MANAGER	REVIEWED
ASST. CITY MGR. /COMMUNITY DEV. ADMIN.	REVIEWED
BLDG. DEVELOPMENT	REVIEWED
FINANCE	REVIEWED
FIRE DEPARTMENT	REVIEWED
NEIGHBORHOOD SERVICES ADMINISTRATOR	REVIEWED
OMB ADMINISTRATOR	REVIEWED
COMMUNITY PLANNING DIVISION	REVIEWED
POLICE DEPARTMENT	REVIEWED
PUBLIC WORKS:	
CONSTRUCTION SERVICES	REVIEWED
STREETS & DRAINAGE	REVIEWED
TRAFFIC DIVISION	REVIEWED
UTILITIES DESIGN	REVIEWED
WATER & SEWER	REVIEWED
UTILITY BILLING DIVISION	REVIEWED
ZONING DIVISION	REVIEWED

Annexation Revenue Analysis (Actual)

Annexation Number: AX18-12		Date: January 1, 2018
Owner's Name: Huntley Properties, LLC		
Property Address: 7950 Park Blvd.		
Ad Valorem Taxes:	<u>Millage</u>	<u>Amount</u>
* information obtained from the Pinellas County Property Appraiser's records		
Current Assessed Value	NA	\$1,968,550.00
Taxes Received by Pinellas Park	0.00549	\$10,807.34
Est. Franchise Fees and/or Utility Taxes: After Development		
Water & Sewer (10% Utility Tax)		\$0.00
Electric		\$0.00
Gas		\$0.00
Communication Services Tax		\$0.00
Franchise Fees and/or Utility Taxes Received by Pinellas Park		\$0.00
Taxes Received by Pinellas Park		\$10,807.34
Tangible Personal Property Tax Received by Pinellas Park		\$0.00
Business Tax Receipt Fee		\$0.00
Est. Franchise Fees and/or Utility Taxes Received by Pinellas Park		\$0.00
Anticipated Annual Revenues to Pinellas Park After Annexation		\$10,807.34

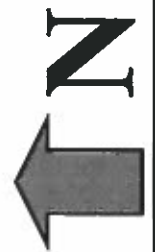
Current Est. Annual Revenues to Pinellas Park as Unincorporated Property:		
PFW Fire District Tax (est. currently received)	0.003197	\$6,294.64
Total Est. Annual Revenues to Pinellas Park as Unincorporated Property		\$6,294.64

New Money (est.) to Pinellas Park Received Thru Annexation	\$4,512.70
---	-------------------

Annexation Potential Revenue Analysis (Proposed Development)

Annexation Number: AX18-12		Date: January 1, 2018
Owner's Name: Huntley Properties, LLC		
Property Address: 7950 Park Blvd.		
Ad Valorem Taxes:	Millage	Amount
Proposed Development		
Current Assessed Value (174 units @ \$270,000)	NA	\$46,980,000.00
Taxes Received by Pinellas Park	0.00549	\$257,920.20
Est. Franchise Fees and/or Utility Taxes: After Development		
Water & Sewer (10% Utility Tax)		\$0.00
Electric (Estimate based on \$100 monthly average bill)		\$21,000.00
Gas		\$0.00
Communication Services Tax		\$10,500.00
Franchise Fees and/or Utility Taxes Received by Pinellas Park		\$31,500.00
Taxes Received by Pinellas Park		\$257,920.20
Tangible Personal Property Tax Received by Pinellas Park		\$0.00
Business Tax Receipt Fee		\$0.00
Est. Franchise Fees and/or Utility Taxes Received by Pinellas Park		\$31,500.00
Anticipated Annual Revenues to Pinellas Park After Annexation		\$289,420.20

Current Est. Annual Revenues to Pinellas Park as Unincorporated Property:		
PFW Fire District Tax (est. currently received)	0.003197	\$6,294.64
Total Est. Annual Revenues to Pinellas Park as Unincorporated Property		\$6,294.64
New Money (est.) to Pinellas Park Received Thru Annexation		\$283,125.56



25-30-15-00000-440-0400
7950 Park Blvd.

AX18-12

City of
PINELLAS PARK

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

Please Respond To:

James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile



FLORIDA

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

January 29, 2018

Ms. Shannon Coughlin
Economic Development Manager
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #18-038
Huntley Properties, LLC Annexation Agreement

Dear Ms. Coughlin:

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

Very truly yours,

James W. Denhardt
City Attorney

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

JWD/dh



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City of Pinellas Park

Staff Report

File #: 18-393, **Version:** 1

Agenda Date: 3/22/2018

ORDINANCE NO. 4055. ANNEXING INTO THE CITY OF PINELLAS PARK A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 7950 PARK BOULEVARD (HUNTLEY PROPERTIES, LLC AX18-12)

FIRST READING PRIOR TO PUBLIC HEARING

NOTE: This is a voluntary annexation of 19.73 acres MOL of contiguous residential property located at 7950 Park Boulevard.

ACTION: (Pass - Deny) Ordinance No. 4055. First Reading prior to Public Hearing.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, FLORIDA, ANNEXING INTO THE CITY OF PINELLAS PARK, FLORIDA, A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 7950 PARK BOULEVARD, LEGALLY DESCRIBED AS ATTACHED HERETO IN EXHIBIT "A" AND MADE A PART HEREOF, LYING WITHIN SECTION 25, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA; PROVIDING FOR AMENDMENT OF THE LEGAL DESCRIPTION OF THE CORPORATE BOUNDARIES OF THE CITY OF PINELLAS PARK, FLORIDA; PROVIDING FOR THE ASSIGNMENT OF CITY ZONING CLASSIFICATION; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES CONFLICTING HERewith; PROVIDING FOR AN EFFECTIVE DATE.
(HUNTLEY PROPERTIES, LLC AX18-12)

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

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

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

SECTION ONE: That the land lying in an unincorporated area of Pinellas County, Florida, and contiguous to the City of Pinellas Park, generally located at 7950 Park Boulevard, and legally described as attached hereto in Exhibit "A" and made a part hereof, lying within Section 25, Township 30 South, Range 15 East, Pinellas County, Florida, is hereby annexed into the City of Pinellas Park.

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

SECTION THREE: That the land herein annexed shall be assigned the City zoning classification of B-1 which is the closest compatible to the County C-2 zoning on the subject parcel at the time of annexation.

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

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

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

FIRST READING _____ DAY OF _____, 2018

PUBLISHED MAP & TITLE _____ DAY OF _____, 2018

PUBLISHED MAP ONLY _____ DAY OF _____, 2018

PUBLIC HEARING _____ DAY OF _____, 2018

PASSED THIS _____ DAY OF _____, 2018

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS _____ DAY OF _____, 2018

ATTEST:

SANDRA L. BRADBURY, MAYOR

DIANE M. CORNA, MMC, CITY CLERK

ANNEXATION ORDINANCE LEGAL

HUNTLEY PROPERTIES, LLC
PARCEL: 25/30/15/00000/440/0400
LOCATED AT: 7950 PARK BOULEVARD

THAT PORTION OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 15 EAST, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 15 EAST, RUN NORTH 89°37'08" WEST 610.00'; THENCE SOUTH 00°08'42" WEST 65.00' TO THE POINT OF BEGINNING; THENCE NORTH 89°37'08" WEST 494.646'; THENCE SOUTH 00°42'52" WEST 1275.055'; THENCE NORTH 89°24'46" EAST 707.37'; THENCE NORTH 00°08'42" EAST 1113.09'; THENCE NORTH 89°37'08" WEST 200.00'; THENCE NORTH 00°08'42" EAST 150.00' TO THE POINT OF BEGINNING.

A PARCEL CONTAINING 19.73 ACRES M.O.L.

PETITION FOR ANNEXATION TO THE CITY OF PINELLAS PARK, FLORIDA

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

PARCEL: 25-30-15-00000-440-0400

(Located at 7950 Park Boulevard)

THAT PORTION OF THE SOUTHEAST ¼ OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 15 EAST, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 15 EAST, RUN NORTH 89°37'08" WEST 610.00'; THENCE SOUTH 00°08'42" WEST 65.00' TO THE POINT OF BEGINNING; THENCE NORTH 89°37'08" WEST 494.646'; THENCE SOUTH 00°42'52" WEST 1275.055'; THENCE NORTH 89°24'46" EAST 707.37'; THENCE NORTH 00°08'42" EAST 1113.09'; THENCE NORTH 89°37'08" WEST 200.00'; THENCE NORTH 00°08'42" EAST 150.00' TO THE POINT OF BEGINNING.

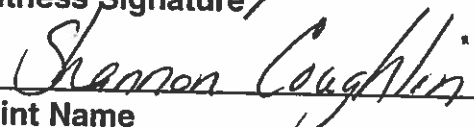
Containing 19.73 acres MOL

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

Huntley Properties, LLC
C/O: Dawn Huntley Mattox
2033 West McDermott Dr. Suite 320-228
Allen, TX 75013-4694

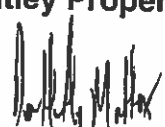
Huntley Properties, LLC:

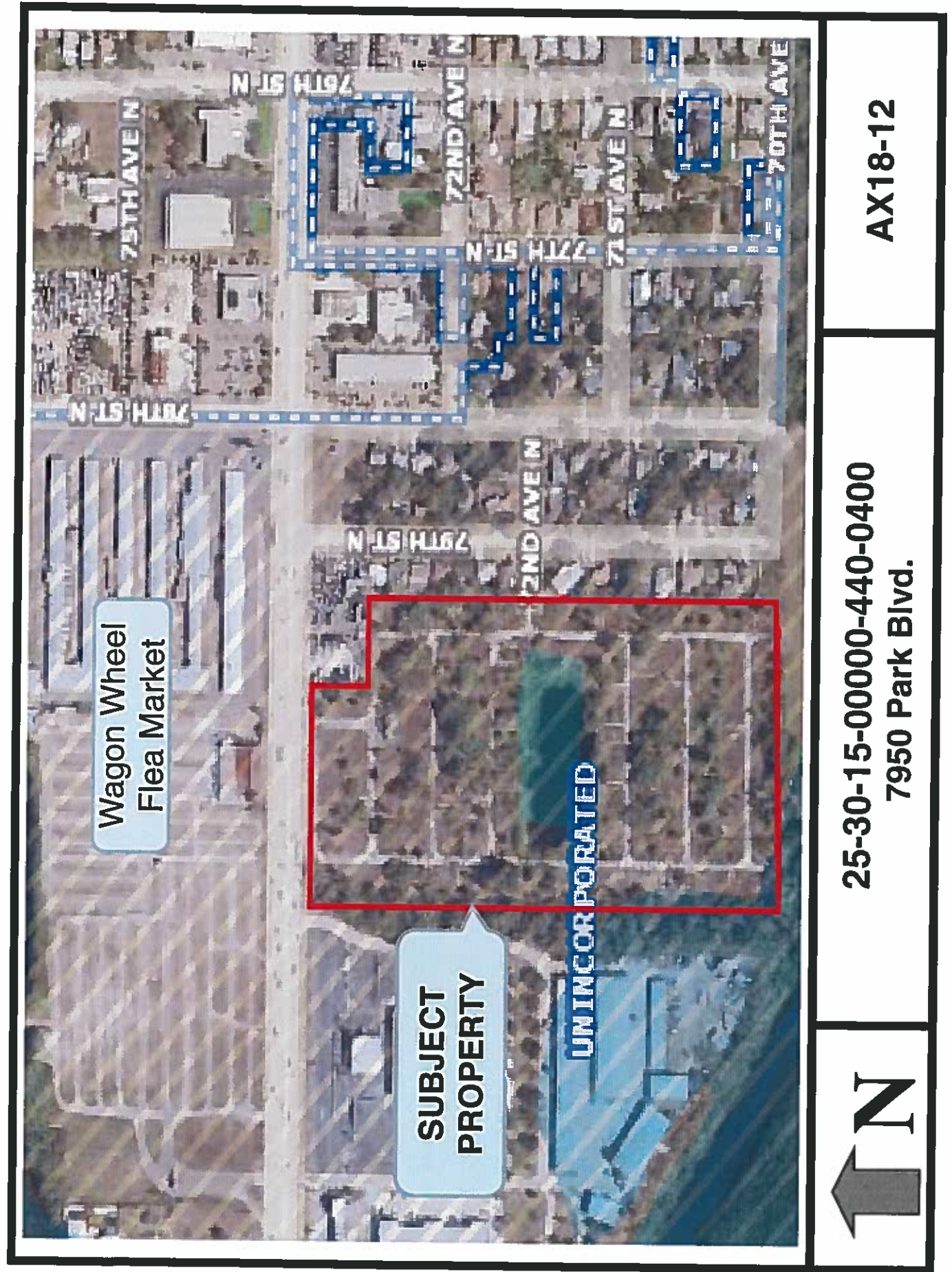

 Witness Signature


 Print Name


 Witness Signature


 Print Name


 DAWN HUNTLEY MATTOX, MANAGER



City of
PINELLAS PARK

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

Please Respond To:

James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile



FLORIDA

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

January 29, 2018

Ms. Shannon Coughlin
Economic Development Manager
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #18-039
Huntley Properties, LLC Annexation Companion Ordinance

Dear Ms. Coughlin:

I have received and reviewed the above-referenced ordinance. The title of the ordinance should be updated to begin as follows:

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PINELLAS
PARK, FLORIDA, ANNEXING INTO THE CITY OF PINELLAS PARK**

With that change, and assuming that the property is in the legal name of the Petitioner and that the legal description in Exhibit A is correct, I would approve of the ordinance as to form and correctness.

Very truly yours,

James W. Denhardt
City Attorney

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

JWD/dh



PRINTED ON RECYCLED PAPER

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City of Pinellas Park

Staff Report

File #: 18-344, **Version:** 1

Agenda Date: 3/22/2018

AUTHORIZATION FOR THE MAYOR TO SIGN A PETITION FOR, AND THE APPROVAL OF THE VOLUNTARY ANNEXATION OF PROPERTY OWNED BY THE CITY OF PINELLAS PARK (AX17-17) - Located at the Eastern half of 60th Street North abutting the parcel located at 12875 60th Street North and a piece of land South of Bryan Dairy Road and West of Belcher Road that abutts 6602 Bryan Dairy Road, and a piece of land South of Bryan Dairy Road and West of 66th Street North

FIRST AND FINAL READING

NOTE: This is a voluntary annexation of 0.62 acres MOL of contiguous commercial property located at the Eastern half of 60th Street North abutting the parcel located at 12875 60th Street North and a piece of land South of Bryan Dairy Road and West of Belcher Road that abutts 6602 Bryan Dairy Road, and a piece of land South of Bryan Dairy Road and West of 66th Street North. There is no projected annual revenue from this annexation and no City funds were expended.

ACTION: (Approve - Deny) The authorization for the Mayor to sign a petition for, and the approval of the voluntary annexation of 0.62 acres MOL of commercial property owned by the City of Pinellas Park.

PETITION FOR ANNEXATION TO THE CITY OF PINELLAS PARK, FLORIDA

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

PARCELS: 08-30-16-70974-100-1209, 18-30-16-69768-400-3310, and 18-30-16-69768-400-3314

(Located at the Eastern half of 60th Street North abutting the parcel located at 12875 60th Street North and a piece of land South of Bryan Dairy Road and West of Belcher Road that abutts 6602 Bryan Dairy Road, and a piece of land South of Bryan Dairy Road and West of 66th Street North)

THE WEST 30.00' OF THE NORTH 513.5' OF THE EAST 1/2 OF LOT 12, PINELLAS GROVES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 30 SOUTH, RANGE 16 EAST.

AND

THAT PORTION OF FARM 33, PINELLAS FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 7, PAGES 4 AND 5 OF THE PUBLIC RECORDS OF HILLSBOUROGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, IN THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 30 SOUTH, RANGE 16 EAST, BEING FURTHER DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF LOT 1, BLOCK 2, DEVERSIFIED INDUSTRIAL PARK UNIT ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 62, PAGES 40-42, RUN SOUTH 88°23'35"EAST 5.00'; THENCE NORTH 44°54'39" EAST 131.00' TO THE POINT OF BEGINNING; THENCE NORTH 44°54'39" EAST 96.70'; THENCE SOUTH 88°23'36"EAST 25.00'; THENCE SOUTH 44°54'39" WEST 96.70'; THENCE NORTH 88°23'36" WEST 25.00' TO THE POINT OF BEGINNING.

AND

THAT PORTION OF FARM 33, PINELLAS FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 7, PAGES 4 AND 5 OF THE PUBLIC RECORDS OF HILLSBOUROGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, IN THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 30 SOUTH, RANGE 16 EAST, BEING FURTHER DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 30 SOUTH, RANGE 16 EAST, RUN SOUTH 00°03'32" WEST 135.26'; THENCE NORTH 88°20'40" WEST 90.80' TO THE POINT OF BEGINNING; THENCE SOUTH 44°54'39" WEST 399.91'; THENCE NORTH 45°00'00" WEST 20.00'; THENCE NORTH 44°54'39" EAST 223.00'; THENCE NORTH 45°00'00" WEST 10.00'; THENCE NORTH 44°54'39"EAST 206.97'; THENCE SOUTH 00°02'02" WEST 42.53' TO THE POINT OF BEGINNING.

Containing 0.62 acres MOL

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

City of Pinellas Park
C/O: Sandra Bradbury, Mayor
P.O. Box 1100
Pinellas Park, FL 33781

OWNER'S SIGNATURE:

Witness

Sandra Bradbury, Mayor of Pinellas Park

Witness

Phone number in case we need to reach you: 727-369-0699

ANNEXATION DATA SHEET

1. **PARCELS:**
08-30-16-70974-100-1209, 18-30-16-69768-400-3310, 18-30-16-69768-400-3314
2. **OWNER:**
City of Pinellas Park
3. **STREET ADDRESSES OF PROPERTY:**
Located at the Eastern half of 60th Street North abutting the parcel located at 12875 60th Street North and a piece of land South of Bryan Dairy Road and West of Belcher Road that abutts 6602 Bryan Dairy Road, and a piece of land South of Bryan Dairy Road and West of 66th Street North
4. **SIZE OF PROPERTY:**
Petition = 0.62 Acres MOL
Ordinance = 0.62 Acres MOL
5. **COUNTY ZONING / LAND USE:**
M-1/IL, C-2/IL, C-2 and C-3/IL
6. **CITY ZONING / LAND USE:**
M-1/IL, B-1/IL, B-1 and CH/IL
7. **EXISTING PROPERTY IMPROVEMENTS:**
None
8. **EXISTING BUSINESS ON PROPERTY:**
None
9. **EXISTING PROPERTY USE:**
Right-of-Way
10. **ANNEXATION AGREEMENT PROVISIONS:**
N/A
11. **OTHER PERTINENT INFORMATION:**
Contiguous
12. **PROPOSED PROPERTY USE:**
Same
13. **PROPOSED PROPERTY IMPROVEMENTS:**
N/A

Annexation Revenue Analysis Commercial / Industrial

Annexation Number: AX17-17		Date: November 21, 2017
Owner's Name: City of Pinellas Park		
Property Address: Located at the Eastern half of 60th Street North abutting the parcel located at 12875 60th Street North and a piece of land South of Bryan Dairy Road and West of Belcher Road that abutts 6602 Bryan Dairy Road, and a piece of land South of Bryan Dairy Road and West of 66th Street North		
Ad Valorem Taxes:	Millage	Amount
*Information obtained from the Pinellas County Property Appraiser's records.		
Current Assessed Value	NA	\$255.00
Exemption		-\$255.00
Taxes Received by Pinellas Park	0.00549	\$0.00
Tangible Personal Property Taxes:		
Assessed Asset Value	NA	\$0.00
Tangible Taxes Received by Pinellas Park	0.00549	\$0.00
Business Tax Receipt		\$0.00
Est. Franchise Fees and/or Utility Taxes:		
Water (10% Utility Tax)		\$0.00
Electric (\$250 monthly bill estimate)		\$0.00
Gas		\$0.00
Communication Services Tax		\$0.00
Franchise Fees and/or Utility Taxes Received by Pinellas Park		\$0.00
Taxes Received by Pinellas Park		\$0.00
Tangible Personal Property Tax Received by Pinellas Park		\$0.00
Business Tax Receipt Fee		\$0.00
Est. Franchise Fees and/or Utility Taxes Received by Pinellas Park		\$0.00
Anticipated Annual Revenues to Pinellas Park After Annexation		\$0.00

Current Est. Annual Revenues to Pinellas Park as Unincorporated Property:		
PF Fire District	0.0030163	\$0.00
HPTF Fire District	0.00267	\$0.00
Total Est. Annual Revenues to Pinellas Park as Unincorporated Property		\$0.00

New Money (est.) to Pinellas Park Received Thru Annexation	\$0.00
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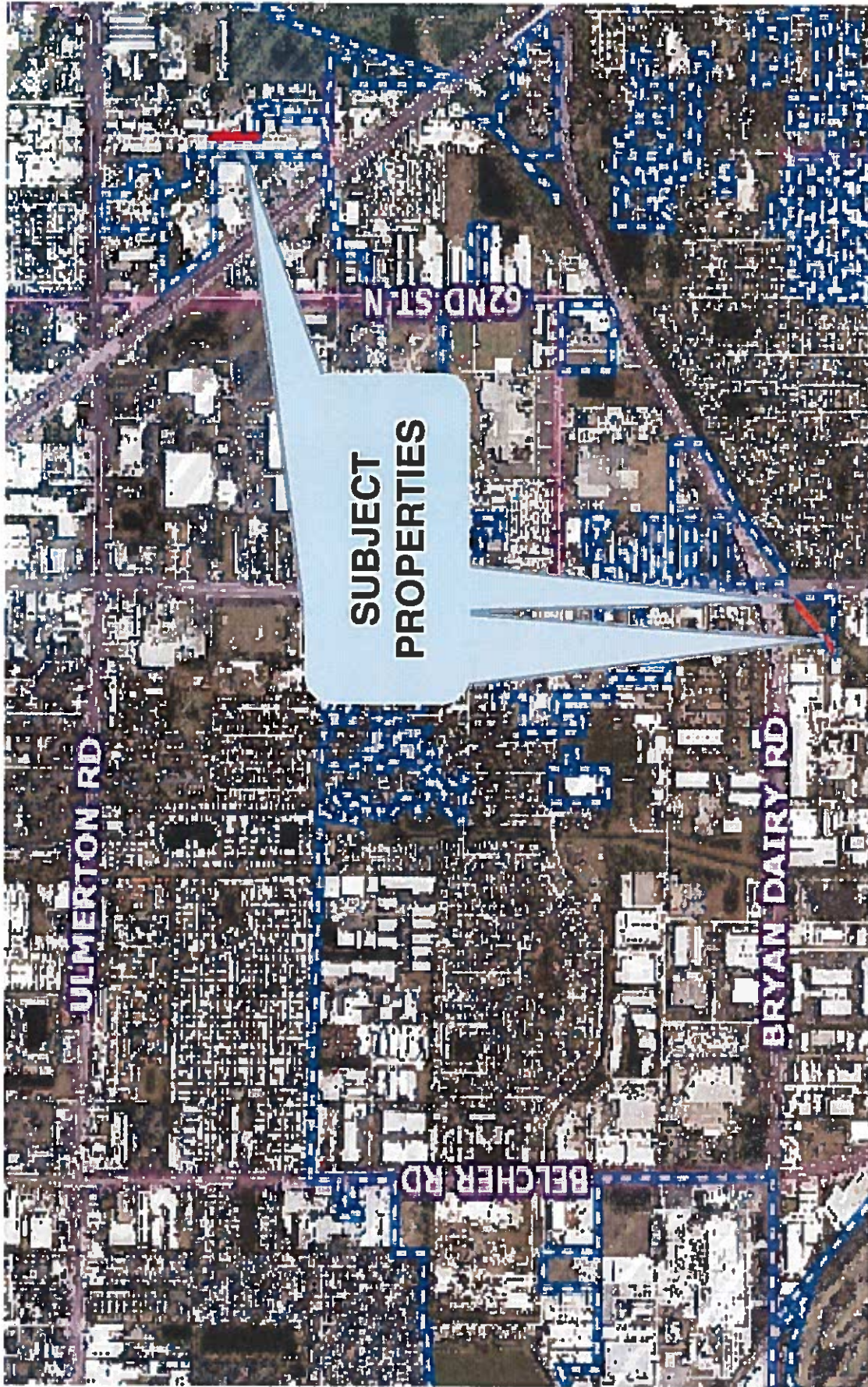
SUPPLEMENT TO
ANNEXATION PETITION

City of Pinellas Park — AX17-17

Located at: the Eastern half of 60th Street North abutting the parcel located at 12875 60th Street North and a piece of land South of Bryan Dairy Road and West of Belcher Road that abutts 6602 Bryan Dairy Road, and a piece of land South of Bryan Dairy Road and West of 66th Street North

REVIEW COMMENTS

CITY MANAGER	REVIEWED
ASST. CITY MGR. /COMMUNITY DEV. ADMIN.	REVIEWED
BLDG. DEVELOPMENT	REVIEWED
FINANCE	REVIEWED
FIRE DEPARTMENT	REVIEWED
NEIGHBORHOOD SERVICES ADMINISTRATOR	REVIEWED
OMB ADMINISTRATOR	REVIEWED
COMMUNITY PLANNING DIVISION	REVIEWED
POLICE DEPARTMENT	REVIEWED
PUBLIC WORKS:	
CONSTRUCTION SERVICES	REVIEWED
STREETS & DRAINAGE	REVIEWED
TRAFFIC DIVISION	REVIEWED
UTILITIES DESIGN	REVIEWED
WATER & SEWER	REVIEWED
UTILITY BILLING DIVISION	REVIEWED
ZONING DIVISION	REVIEWED



08-30-16-70974-100-1209,
18-30-16-69768-400-3310,
18-30-16-69768-400-3314

AX17-17



City of Pinellas Park

Staff Report

File #: 18-345, **Version:** 1

Agenda Date: 3/22/2018

ORDINANCE NO. 4054. ANNEXING INTO THE CITY OF PINELLAS PARK CERTAIN PARCELS OF LAND GENERALLY LOCATED AT THE EASTERN HALF OF 60TH STREET NORTH ABUTTING THE PARCEL LOCATED AT 12875 60TH STREET NORTH, AND A PIECE OF LAND SOUTH OF BRYAN DAIRY ROAD AND WEST OF BELCHER ROAD THAT ABUTTS 6602 BRYAN DAIRY ROAD, AND A PIECE OF LAND SOUTH OF BRYAN DAIRY ROAD AND WEST OF 66TH STREET NORTH (AX17-17)

FIRST READING PRIOR TO PUBLIC HEARING

NOTE: This is a voluntary annexation of 0.62 acres MOL of contiguous commercial property located at the Eastern half of 60th Street North abutting the parcel located at 12875 60th Street North, and a piece of land South of Bryan Dairy Road and West of Belcher Road that abutts 6602 Bryan Dairy Road, and a piece of land South of Bryan Dairy Road and West of 66th Street North.

ACTION: (Pass - Deny) Ordinance No. 4054. First Reading prior to Public Hearing.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PINELLAS PARK, FLORIDA, ANNEXING PARCELS OF LAND GENERALLY LOCATED AT VARIOUS RIGHT-OF-WAYS, LEGALLY DESCRIBED AS ATTACHED HERETO IN EXHIBIT "A" AND MADE A PART HEREOF, LYING WITHIN SECTION 08, TOWNSHIP 30 SOUTH, RANGE 16 EAST, SECTION 18, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; PROVIDING FOR AMENDMENT OF THE LEGAL DESCRIPTION OF THE CORPORATE BOUNDARIES OF THE CITY OF PINELLAS PARK, FLORIDA; PROVIDING FOR THE ASSIGNMENT OF CITY ZONING CLASSIFICATION; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES CONFLICTING HERewith; PROVIDING FOR AN EFFECTIVE DATE..

(CITY OF PINELLAS PARK AX17-17)

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

WHEREAS, there has been compliance with all requirements of Florida Statutes, Chapter 171, pertaining to this voluntary annexation.

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

SECTION ONE: That the land lying in an unincorporated area of Pinellas County, Florida, and contiguous to the City of Pinellas Park, generally located at various right-of-ways, and legally described as attached hereto in Exhibit "A" and made a part hereof, lying within Section 08, Township 30 South, Range 16 East, Range 10 East, Section 18 Township 30 South, Range 16 East, Pinellas County, Florida, is hereby annexed into the City of Pinellas Park.

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

SECTION THREE: That the land herein annexed shall be assigned the City zoning classifications of M-1, B-1 and CH, respectively, which is the closest compatible to the County M-1, C-2, C-3, respectively, zoning on the subject parcels at the time of annexation.

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

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

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

FIRST READING _____ DAY OF _____, 2018

PUBLISHED MAP & TITLE _____ DAY OF _____, 2018

PUBLISHED MAP ONLY _____ DAY OF _____, 2018

PUBLIC HEARING _____ DAY OF _____, 2018

PASSED THIS _____ DAY OF _____, 2018

AYES:
NAYS:
ABSENT:
ABSTAIN:

APPROVED THIS _____ DAY OF _____, 2018

ATTEST:

SANDRA L. BRADBURY, MAYOR

DIANE M. CORNA, MMC, CITY CLERK

ANNEXATION ORDINANCE LEGAL

CITY OF PINELLAS PARK

PARCELS: 08-30-16-70974-100-1209, 18-30-16-69768-400-3310,
and 18-30-16-69768-400-3314

LOCATED AT: the Eastern half of 60th Street North abutting the parcel located at 12875 60th Street North, and a piece of land South of Bryan Dairy Road and West of Belcher Road that abutts 6602 Bryan Dairy Road, and a piece of land South of Bryan Dairy Road and West of 66th Street North

THE WEST 30.00' OF THE NORTH 513.5' OF THE EAST 1/2 OF LOT 12, PINELLAS GROVES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 30 SOUTH, RANGE 16 EAST.

AND

THAT PORTION OF FARM 33, PINELLAS FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 7, PAGES 4 AND 5 OF THE PUBLIC RECORDS OF HILLSBOUROGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, IN THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 30 SOUTH, RANGE 16 EAST, BEING FURTHER DESCRIBED AS FOLLOWS:

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PARCELS CONTAINING 0.62 ACRES TOTAL M.O.L.

PETITION FOR ANNEXATION TO THE CITY OF PINELLAS PARK, FLORIDA

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

PARCELS: 08-30-16-70974-100-1209, 18-30-16-69768-400-3310, and 18-30-16-69768-400-3314

(Located at the Eastern half of 60th Street North abutting the parcel located at 12875 60th Street North and a piece of land South of Bryan Dairy Road and West of Belcher Road that abutts 6602 Bryan Dairy Road, and a piece of land South of Bryan Dairy Road and West of 66th Street North)

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AND

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Containing 0.62 acres MOL

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

City of Pinellas Park
C/O: Sandra Bradbury, Mayor
P.O. Box 1100
Pinellas Park, FL 33781

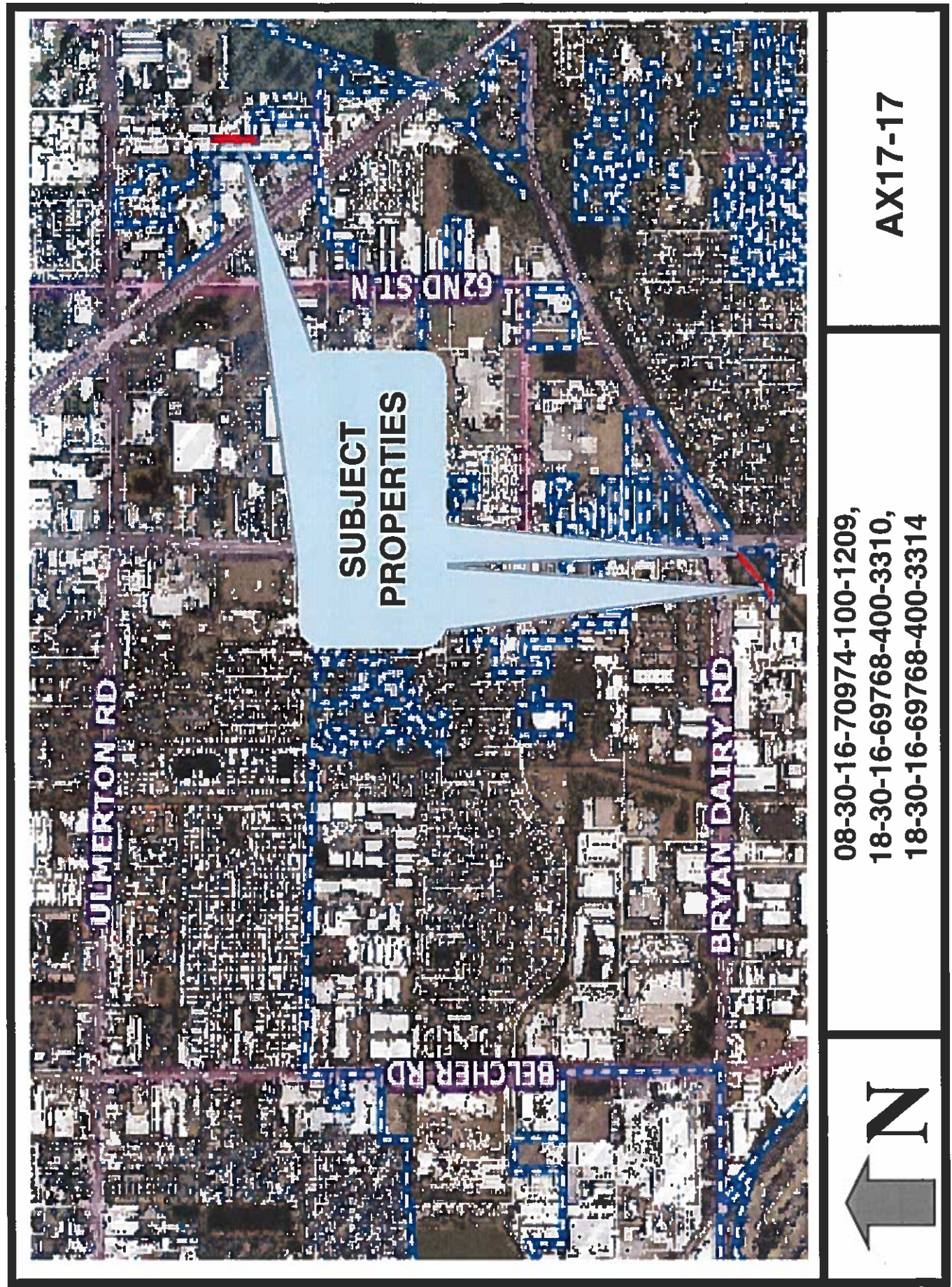
OWNER'S SIGNATURE:

Witness

Sandra Bradbury, Mayor of Pinellas Park

Witness

Phone number in case we need to reach you: 727-369-0699



08-30-16-70974-100-1209,
18-30-16-69768-400-3310,
18-30-16-69768-400-3314



AX17-17

City of
PINELLAS PARK

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

Please Respond To:

James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile



FLORIDA

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

November 30, 2017

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

RE: City Document #17-298
AX17-17, City of Pinellas Park

Dear Ms. Conte:

I have received and reviewed the above-referenced Annexation Petition and Annexation Ordinance. As we discussed, City Council will need to authorize the Mayor to sign a Petition for Annexation of the subject parcels. Upon such authorizing being granted, and the correct legal descriptions being inserted into Exhibit A, I would approve of the Ordinance as to form and correctness.

Very truly yours,

Lauren C. Rubenstein
Assistant City Attorney

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

LCR/dh



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City of Pinellas Park

Staff Report

File #: 18-367, Version: 1

Agenda Date: 3/22/2018

RESOLUTION NO. 18-07. A RESOLUTION OF THE CITY OF PINELLAS PARK, FLORIDA DECLARING THAT CERTAIN CITY-OWNED REAL PROPERTY GENERALLY KNOWN AS STATE ROAD 55 RIGHT-OF-WAY ALONG US HIGHWAY 19 NORTH, JUST NORTH OF 106TH AVENUE, AND STATE ROAD 694 RIGHT-OF-WAY ALONG PARK BOULEVARD, JUST EAST OF 40TH STREET NORTH IS NO LONGER NEEDED FOR MUNICIPAL PURPOSES; ESTABLISHING THE FAIR MARKET VALUE OF SAID REAL PROPERTY; AUTHORIZING THE TRANSFER OF OWNERSHIP OF SUCH REAL PROPERTY UPON SPECIFIED TERMS AND CONDITIONS; AUTHORIZING THE MAYOR, OR DESIGNEE, TO TAKE SUCH ACTIONS AS MAY BE NECESSARY AND PROPER TO EFFECT THE TRANSFER OF OWNERSHIP OF THE REAL PROPERTY; PROVIDING THAT ALL DOCUMENTS SHALL BE SUBJECT TO THE FINAL APPROVAL OF THE CITY ATTORNEY; AND PROVIDING FOR AN EFFECTIVE DATE.

FIRST AND FINAL READING

NOTE: This Resolution declares City-owned property generally known as State Road 55 Right-Of-Way along US Highway 19 North, just north of 106th Avenue, and State Road 694 Right-of-Way along Park Boulevard just east of 40th Street North surplus, and authorizes the Mayor, or designee, to proceed with its transfer to the Florida Department of Transportation (FDOT). The property, was former Right-of-Way, has no fair market value and is a liability to the City. The marketability of the property is limited to government, utility companies, and adjacent property owners. FDOT is the only adjacent property owner interested in ownership of this former Right-of-Way. City Staff has determined the property is not needed for our municipal purposes. This resolution is in compliance with Florida Statutes requiring that a resolution be prepared authorizing each sale or transfer of city-owned property.

ACTION: (Adopt - Deny) Resolution No. 18-07.

A RESOLUTION OF THE CITY OF PINELLAS PARK, FLORIDA DECLARING THAT CERTAIN CITY-OWNED REAL PROPERTY GENERALLY KNOWN AS STATE ROAD 55 RIGHT-OF-WAY ALONG US HIGHWAY 19 NORTH JUST NORTH OF 106TH AVENUE AND STATE ROAD 694 RIGHT-OF-WAY ALONG PARK BOULEVARD JUST EAST OF 40TH STREET NORTH, IS NO LONGER NEEDED FOR MUNICIPAL PURPOSES; ESTABLISHING THE FAIR MARKET VALUE OF SAID REAL PROPERTY; AUTHORIZING THE TRANSFER OF OWNERSHIP OF SUCH REAL PROPERTY UPON SPECIFIED TERMS AND CONDITIONS; AUTHORIZING THE MAYOR, OR DESIGNEE, TO TAKE SUCH ACTIONS AS MAY BE NECESSARY AND PROPER TO EFFECT THE TRANSFER OF OWNERSHIP OF THE REAL PROPERTY; PROVIDING THAT ALL DOCUMENTS SHALL BE SUBJECT TO THE FINAL APPROVAL OF THE CITY ATTORNEY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Pinellas Park, Florida, currently owns the following described vacant real property generally known as State Road 55 Right-Of-Way along US Highway 19 North just north Of 106th Avenue and State Road 694 Right-Of-Way along Park Boulevard just east Of 40th Street North, which are legally described as, the:

COMMENCE AT THE CENTER OF SECTION 16, TOWNSHIP 30 SOUTH, RANGE 16 EAST, RUN SOUTH 00°16'57" WEST 1185.19'; THENCE SOUTH 31°56'26" EAST 75.02' TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 31°56'26" EAST 63.58'; THENCE NORTH 89°59'30" EAST 11.78'; THENCE NORTH 31°56'26" WEST 85.68'; THENCE SOUTH 00°16'57" WEST 18.75' TO THE POINT OF BEGINNING.

AND

COMMENCE AT THE SOUTHEAST CORNER OF LOT 1, PINELLAS PARK SUN ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 60, PAGE 18, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, RUN NORTH 00°00'04" WEST 4.22' TO THE POINT OF BEGINNING; THENCE SOUTH 86°56'18" WEST 85.36'; THENCE SOUTH 89°46'30" WEST 45.89' TO A POINT OF CURVE. THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 25.0', AN ARC OF 39.35', A CHORD OF 35.44', AND A CHORD BEARING OF NORTH 45°03'20" WEST TO A POINT OF TANGENT. THENCE NORTH 00°02'04" WEST 3.06'; THENCE SOUTH 56°21'25" EAST 39.69'; THENCE NORTH 88°47'49" EAST 37.57'; THENCE SOUTH 46°12'11" EAST 3.50'; THENCE NORTH 89°46'30" EAST 83.10' TO THE POINT OF BEGINNING.

PARCELS CONTAINING 0.04 ACRES M.O.L.

(hereinafter called the "Real Property"); and

WHEREAS, the City has determined that it no longer needs the Real Property for municipal purposes; and

WHEREAS, the City has further determined that it is in the public interest for the City to transfer ownership of the Real Property upon the terms and conditions hereinafter specified.

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 Real Property is no longer needed for municipal purposes.

SECTION TWO: That the Real Property is not a marketable parcel and has no definable market value. The current fair market value of the Real Property is \$0.

SECTION THREE: That the Real Property is a liability to the City due to costs, maintenance and liability concerns.

SECTION FOUR: That the City has confirmed that none of the contiguous property owners, other than The Florida Department of Transportation, would be willing to accept a transfer of ownership of the Real Property.

SECTION FIVE: That the City shall transfer ownership of the Real Property, which has a market value of \$0, and is currently a liability for the City, upon the following terms and conditions: City shall transfer ownership of the Real Property to The Florida Department of Transportation, by 'Quit-Claim Deed', for and in consideration of the sum of \$10.00. All costs associated with the transfer of the Real Property, will be paid by the Grantor.

SECTION SIX: That the Mayor, Vice Mayor, City Manager or designee, are authorized to execute and deliver all documents and to take such further actions, as may be necessary and proper, to effect the transfer of ownership of the Real Property as herein provided. All documents shall be subject to the final approval of the City Attorney.

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

ADOPTED THIS _____ DAY OF _____, 2018.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS _____ DAY OF _____, 2018.

Sandra L. Bradbury
MAYOR

ATTEST:

Diane M. Corna, MMC
CITY CLERK

THIS QUIT - CLAIM DEED, Executed this _____ day of _____, A.D. 2018, by **THE CITY OF PINELLAS PARK, a Florida Municipal Corporation**, whose post office address is 6051 78th Avenue, Pinellas Park, FL 33781, first party: to **THE FLORIDA DEPARTMENT OF TRANSPORTATION, a Florida Corporation**, whose post office address is MS7-900, 11201 N. McKinley Drive, Tampa, FL 33612, second party:

(Whenever used herein, the terms “first party” and “second party” shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, that the said first party, for and in consideration of the sum of \$10.00 In hand paid by the said second party, the receipt of which is hereby acknowledged, does hereby remise, release and quit claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Pinellas, State of Florida, to wit:

A PORTION OF PARCEL NO. : 16-30-16-69732-400-4501

COMMENCE AT THE SOUTHEAST CORNER OF LOT 1, PINELLAS PARK SUN ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 60, PAGE 18, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, RUN NORTH 00°00'04" WEST 4.22' TO THE POINT OF BEGINNING; THENCE SOUTH 86°56'18" WEST 85.36'; THENCE SOUTH 89°46'30" WEST 45.89' TO A POINT OF CURVE. THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 25.0', AN ARC OF 39.35', A CHORD OF 35.44', AND A CHORD BEARING OF NORTH 45°03'20" WEST TO A POINT OF TANGENT. THENCE NORTH 00°02'04" WEST 3.06'; THENCE SOUTH 56°21'25" EAST 39.69'; THENCE NORTH 88°47'49" EAST 37.57'; THENCE SOUTH 46°12'11" EAST 3.50'; THENCE NORTH 89°46'30" EAST 83.10' TO THE POINT OF BEGINNING.

For Public Right-of-Way

A PARCEL CONTAINING 0.02 ACRES M.O.L

To Have and to Hold the same together with all and singular appurtenances thereunto belonging or in anywise appertaining, and all the estate, right title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

_____ Witness_____ print name	_____ _____ I.S.
_____ Witness_____ print name	_____ _____ I.S.

STATE OF FLORIDA,

COUNTY OF: PINELLAS

}

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, appeared **SANDRA L. BRADBURY, Mayor, of THE CITY OF PINELLAS PARK, a Florida Municipal Corporation**, to me known to be the person described in and who executed the foregoing instrument and she has acknowledged before me that she executed the same.

Witness my hand and official seal in the County and State last aforesaid this _____ day of _____, A.D. 2018

Notary Public

<i>This instrument prepared by:</i>	<i>Shannon Coughlin, Economic Development Manager</i>
<i>(Please Return To:)</i>	<i>City of Pinellas Park</i>
	<i>Community Development Dept.</i>
<i>Address</i>	<i>6051 78th Avenue North</i>
	<i>Pinellas Park, Florida 33781</i>



N ↑
N.T.S.

City right of way to be Deeded to the FDOT
Parcel Id 27-30-16-71208-000-0011
Pinellas Park, FL 33781
C12

THIS QUIT - CLAIM DEED, Executed this _____ day of _____, A.D. 2018, by **THE CITY OF PINELLAS PARK, a Florida Municipal Corporation**, whose post office address is 6051 78th Avenue, Pinellas Park, FL 33781, first party: to **THE FLORIDA DEPARTMENT OF TRANSPORTATION, a Florida Corporation**, whose post office address is MS7-900, 11201 N. McKinley Drive, Tampa, FL 33612, second party:

(Whenever used herein, the terms “first party” and “second party” shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, that the said first party, for and in consideration of the sum of \$10.00 In hand paid by the said second party, the receipt of which is hereby acknowledged, does hereby remise, release and quit claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Pinellas, State of Florida, to wit:

A PORTION OF PARCEL NO. : 27-30-16-71208-000-0011

COMMENCE AT THE CENTER OF SECTION 16, TOWNSHIP 30 SOUTH, RANGE 16 EAST, RUN SOUTH 00°16'57" WEST 1185.19'; THENCE SOUTH 31°56'26" EAST 75.02' TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 31°56'26" EAST 63.58'; THENCE NORTH 89°59'30" EAST 11.78'; THENCE NORTH 31°56'26" WEST 85.68'; THENCE SOUTH 00°16'57" WEST 18.75' TO THE POINT OF BEGINNING.

For Public Right-of-Way

A PARCEL CONTAINING 0.02 ACRES M.O.L

To Have and to Hold the same together with all and singular appurtenances thereunto belonging or in anywise appertaining, and all the estate, right title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness_____ print name _____ **I.S.**

Witness_____ print name _____ **I.S.**

STATE OF FLORIDA,

COUNTY OF: PINELLAS

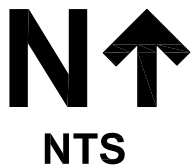
}

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, appeared **SANDRA L. BRADBURY, Mayor, of THE CITY OF PINELLAS PARK, a Florida Municipal Corporation**, to me known to be the person described in and who executed the foregoing instrument and she has acknowledged before me that she executed the same.

Witness my hand and official seal in the County and State last aforesaid this _____ day of _____, A.D. 2018

Notary Public

This instrument prepared by: Shannon Coughlin, Economic Development Manager
(Please Return To:) *City of Pinellas Park*
 Community Development Dept.
Address *6051 78th Avenue North*
 Pinellas Park, Florida 33781



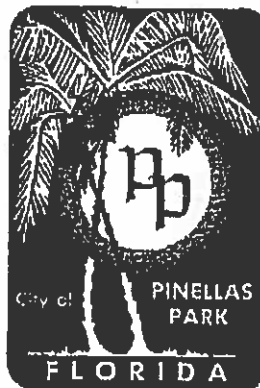
City right of way to be Deeded to the FDOT
Parcel Id 16-30-16-69732-400-4501
Pinellas Park, FL 33782

City of
PINELLAS PARK

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

Please Respond To:

James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile



FLORIDA

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

February 12, 2018

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

RE: City Document #18-056
FDOT Resolution of Surplus Property, Deeds and Easements

Dear Ms. Conte:

I have received and reviewed the Resolution for deeding surplus property to FDOT, the Quit Claim Deeds, and the Utility Easement Agreement.

In the first Whereas clause of the Resolution, the phrase "which are legally described as:" should be inserted in the fifth line, after "just east of 40th Street North." With that change to the Resolution, I would approve of the Resolution as to form and correctness. I also approve of the Quit Claim Deeds that contain the phrase "for a public right-of-way," and the Utility Easements, 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, Asst. City Manager

JWD/dh



PRINTED ON RECYCLED PAPER

C12

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City of Pinellas Park

Staff Report

File #: 18-391, **Version:** 1

Agenda Date: 3/22/2018

AUTHORIZATION FOR THE CITY OF PINELLAS PARK AND THE PINELLAS PARK WATER MANAGEMENT DISTRICT (PPWMD) TO BE GRANTED A UTILITY EASEMENT - Allure Gateway Owner, L.L.C.

NOTE: The City of Pinellas Park and the PPWMD have requested a Utility Easement from Allure Gateway Owner, L.L.C., owner of the property located in the Gateway Centre Business Park, to accommodate the proposed utilities, and for the future maintenance and operation of said drainage.

ACTION: (Approve - Deny) Authorization for the Mayor to sign a Utility Easement with Allure Gateway Owner, L.L.C.

Prepared by and after
Recording return to:
Diane Karst, Esq.
Broad and Cassel LLP
7777 Glades Road, Suite 300
Boca Raton, Florida 33434

UTILITY EASEMENT

THIS INDENTURE, Made this _____ day of _____ A.D., 2018, between CRP/NRP Allure Gateway Owner, L.L.C., a Delaware limited liability company, with offices at 1228 Euclid Avenue, Suite 400, Cleveland, Ohio 44115, attention: General Counsel ("**Grantor**"), and the City of Pinellas Park, with offices at 5141 78th Avenue North, Pinellas Park, FL 33781, ("**Grantee**"). (*"Grantor" and "Grantee" are used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders, as context requires.*)

Grantor hereby grants for and in consideration of the sum of ten dollars (\$10.00), and other valuable considerations, in hand paid by Grantee, the receipt whereof is hereby acknowledged, hereby grants and releases unto Grantee a non-exclusive **Utility Easement** over the following described property:

See Exhibit A attached hereto and made a part hereof ("**Utility Easement Area**").

This easement shall include the right of Grantee to use, access and provide service to water meter and fire main valve facilities to be located within the Utility Easement Area. Grantee shall be responsible for repair and replacement of any damage to Grantor's improvements from time to time in the Utility Easement Area or Grantor's property caused by or through Grantee in Grantee's use of the Utility Easement Area. Grantee covenants not to unreasonably disturb or interfere with the use of the Utility Easement Area by Grantor, its tenants, contractors, agents, employees, guests and invitees. Grantor retains the right to use the Utility Easement Area for access to Grantor's adjacent property, installation of improvements not incompatible with the easement rights granted herein from time to time, and the use, repair, replacement and maintenance of the facilities within the Utility Easement Area. Grantor retains the right to grant compatible use easements of the Utility Easement Area to third parties. It is the intention of Grantor that this easement shall run with the land described above.

IN WITNESS WHEREOF, Grantor has executed this instrument on the date set forth above.

SIGNED, SEALED, AND DELIVERED IN OUR PRESENCE:

GRANTOR:

CRP/NRP Allure Gateway Owner, L.L.C., a
Delaware limited liability company

(Wit.) _____
(print name below signature)

By: _____

(Wit.) _____
(print name below signature)

STATE OF OHIO

COUNTY OF CUYOHOGA

The foregoing instrument was acknowledged before me this _____, 2018, by

(Name of person acknowledging and title of position)

Of CRP/NRP Allure Gateway Owner, L.L.C., a Delaware limited liability company, on behalf of the company.

Notary Public signature

(Name of Notary typed, printed or stamped)

(SEAL ABOVE)

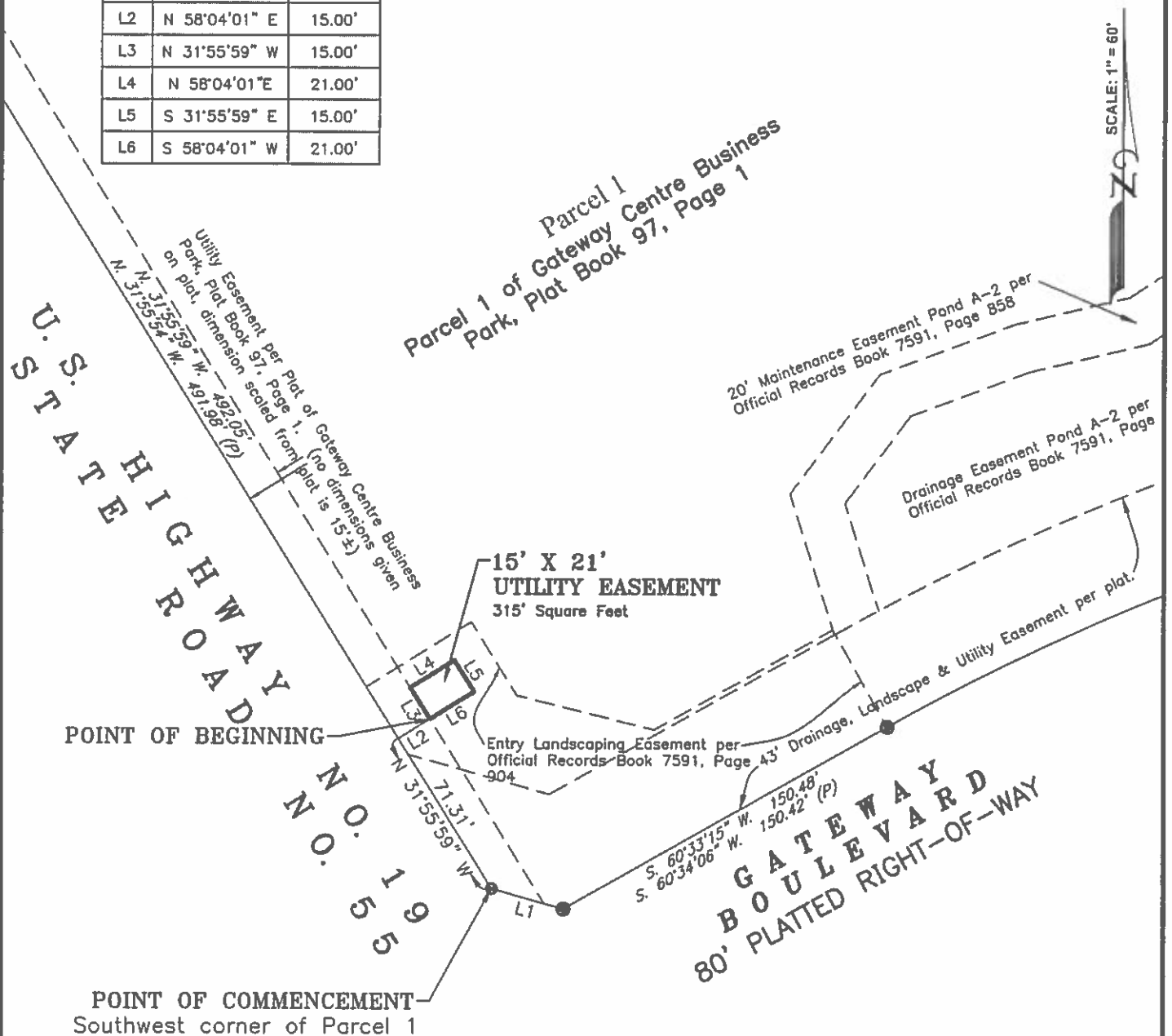
Personally known _____ or produced identification _____

Type of identification produced _____

ALLURE AT GATEWAY CITY OF PINELLAS PARK UTILITY EASEMENT

LINE DATA TABLE

NO.	BEARING	LENGTH
L1	N 74°26'45" W	30.08'
L2	N 58°04'01" E	15.00'
L3	N 31°55'59" W	15.00'
L4	N 58°04'01" E	21.00'
L5	S 31°55'59" E	15.00'
L6	S 58°04'01" W	21.00'



SEE SHEET 1 FOR LEGAL DESCRIPTION AND CURVE TABLE

This Sketch Prepared For: Allure at Gateway

SHEET NO. 2 OF 2

REVISIONS				
Description	Date	Dwn.	Ck'd	Order No.

DESCRIPTION SKETCH (Not a Survey)

Paul A. Dolcemascolo

Paul A. Dolcemascolo
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS3881

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Clearview Land Design, P.L.

Certificate of Authorization No. 28858
Licensed Business No. 8151



CIVIL ENGINEERING
PLANNING
SURVEYING & MAPPING
LANDSCAPE ARCHITECTURE

1213 E. 6th Avenue
Tampa, Florida 33605
Phone: 813-223-3919
Fax: 813-223-3975
www.clearviewland.com

Drawn: PAD Checked: JLS Order No.: NRP-GW-007

Date: 11/14/17 Dwg: UTILITY EASEMENT

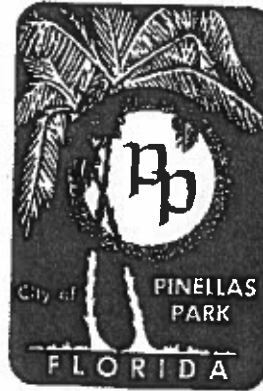
Section 22, Township 30 South, Range 18 East

City of
PINELLAS PARK

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

Please Respond To:

James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile



FLORIDA

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

February 26, 2018

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

RE: **City Document #18-061**
Allure at Gateway (2nd Easement)

Dear Ms. Conte:

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

Very truly yours,

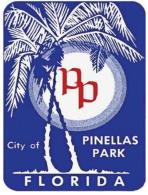
Lauren C. Rubenstein
Assistant City Attorney

cc: Doug Lewis, City Manager
Diane M. Coma, MMC, City Clerk
Patrick Murphy, Asst. City Manager

LCR/dh



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City of Pinellas Park

Staff Report

File #: 18-370, **Version:** 1

Agenda Date: 3/22/2018

AUTHORIZATION FOR MAYOR TO ACCEPT A WARRANTY DEED FOR RIGHT-OF-WAY FROM PINELLAS PARK WATER MANAGEMENT DISTRICT (PPWMD) - 66th Avenue North and 62nd Street North

NOTE: The City's Public Works Department requests that the City accept a Warranty Deed from the PPWMD for a fifteen (15) foot by thirty seven (37) foot segment of Right-of-Way. The area has City assets within (sidewalk and stormwater infrastructure). This portion will also increase the Right-of-Way to the required width of sixty (60) feet.

ACTION: (Approve - Deny) Authorization for the Mayor to accept a Warranty Deed for Right-of-Way from PPWMD.

THIS **WARRANTY DEED**, Made this ____ day of _____, A.D. 2018,

By **PINELLAS PARK WATER MANAGEMENT DISTRICT**,
hereinafter called the Grantor, and **THE CITY OF PINELLAS PARK, a Florida municipal corporation**,

whose mailing address is: 5141 78th Avenue North, Pinellas Park, FL 33781

hereinafter called the Grantee, of the County of _____ Pinellas _____ in the State of Florida

WITNESSETH, That the said Grantor, for and in consideration of the sum of ten dollars (\$10.00) and other valuable considerations to said Grantor in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, and sold unto the said Grantee, and Grantee's heirs, or successors, and assigns forever, all that certain parcel of land in the County of Pinellas and State of Florida, to wit:

PARCEL NO. : A PORTION OF 30-32-69930-221-0206

LEGAL DESCRIPTION
(A 15' x 37’ parcel of land dedicated for Right-of-Way)

THAT THE PROPERTY TO BE DEEDED IS LOCATED SOUTH OF 66th AVENUE NORTH AND WEST OF 62nd STREET NORTH, IN THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 30 SOUTH, RANGE 16 EAST, AND IS THAT PORTION OF FARM “B”, BLOCK 21, PINELLAS FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGES 4 AND 5 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 30 SOUTH, RANGE 16 EAST, RUN NORTH 00°50'49" EAST 425.00’; THENCE NORTH 89°42'00" WEST 15.00’ TO THE POINT OF BEGINNING; THENCE NORTH 00°50'49" EAST 37.00’; THENCE NORTH 89°42'00" WEST 15.00’; THENCE SOUTH 00°50'49" WEST 37.00’; THENCE SOUTH 89°42'00" EAST 15.00’ TO THE POINT OF BEGINNING.

A PARCEL CONTAINING 0.01 ACRES M.O.L.

This property is not the Homestead Property of the Grantor, nor contiguous to Homestead Property of the Grantor, as such Homestead is defined by Florida Constitution.
Subject to easements and restrictions of record.

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever, except taxes for the year 2018 and subsequent. (“Grantor” and “Grantee” are used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders as contest requires.)
("Grantor" and "Grantee" are used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders as contest requires.)

Signed, Sealed and Delivered in our Presence:

(Wit.) _____
PRINT NAME BELOW SIGNATURE

RANDAL A. ROBERTS, EXECUTIVE DIRECTOR

(Wit.) _____
PRINT NAME BELOW SIGNATURE

STATE OF FLORIDA	The foregoing instrument was acknowledged before me this _____, 2018, by _____, on behalf of whom the
COUNTY OF PINELLAS	instrument was executed. <i>(Name of person acknowledging and title of position)</i>
	_____ Notary Public signature
	_____ (Name of Notary typed, printed or stamped)
(SEAL ABOVE)	Personally known _____ or produced identification
	Type of identification produced _____
ATTENTION NOTARY: Although the information requested is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.	
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:	Title or Type of Document <u>Warranty Deed</u> Number of Pages <u>1</u> Date of Document _____ Signers Other Than Named Above <u>NONE</u>

This Instrument was prepared by:
Please return this instrument to:

COMMUNITY DEVELOPMENT DIVISION
CITY OF PINELLAS PARK, 6051 78th Avenue N., Pinellas Park, FL 33781-1100

66TH AVENUE NORTH

178

1

112.8

62ND STREET N

165



9

193.7

195.1

CHANNEL 4A

17(S)

40

60

CHANNEL 4A

289(S)

432.3

66.4

37'

45

PROPERTY TO BE DEEDED
TO THE CITY OF PINELLAS PARK

15'

51.4

60

75.9

6450



NTS

Property to be Deeded to the City of Pinellas Park
Located South of 66th Avenue N and West of 62nd Street N
Pinellas Park, FL 33781

C14

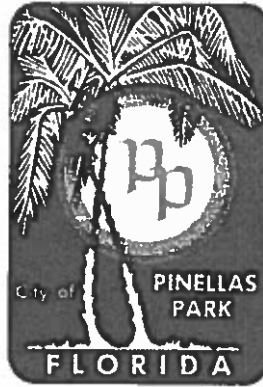
City of

PINELLAS PARK

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

Please Respond To:

James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0868 - Facsimile

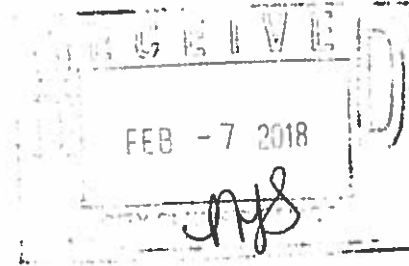


FLORIDA

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

February 5, 2018

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



RE: City Document #18-034
Warranty Deed from PPWMD

Dear Ms. Conte:

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

Very truly yours,

Lauren C. Rubenstein
Assistant City Attorney

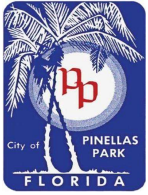
cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Asst. City Manager

LCR/dh



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City of Pinellas Park

Staff Report

File #: 18-355, **Version:** 1

Agenda Date: 3/22/2018

AUTHORIZATION FOR MAYOR TO ACCEPT A QUIT-CLAIM DEED FOR RIGHT-OF-WAY FROM STSC PROPERTIES, LLC - 90th Avenue North right-of-way

NOTE: The City requested to take this segment of right-of-way as part of the permit closing process for improvements made to 7025 90th Avenue North. Accepting ownership of this segment would ensure continuity of maintenance for the full length of 90th Avenue North.

ACTION: (Approve - Deny) Authorization for Mayor to accept a Quit-Claim deed from STSC Properties, LLC for right-of-way located on 90th Avenue North.

THIS QUIT - CLAIM DEED, Executed this _____ day of _____, A.D. 2018, by, **STSC PROPERTIES, LLC**, whose post office address is 3750 70th Avenue North, Suite A, Pinellas Park, FL, first party: to **THE CITY OF PINELLAS PARK, a Florida Municipal Corporation**, whose post office address is 6051 78th Avenue, Pinellas Park, FL, second party:

(Whenever used herein, the terms “first party” and “second party” shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, that the said first party, for and in consideration of the sum of \$10.00 In hand paid by the said second party, the receipt of which is hereby acknowledged, does hereby remise, release and quit claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Pinellas, State of Florida, to wit:

A PORTION OF PARCEL NO. : 19-30-16-69786-400-4101

THE SOUTH 15.00’ OF THE EAST 229.89’ OF FARM 41, PINELLAS FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGES 4-5 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART. LYING IN THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 30 SOUTH, RANGE 16 EAST.

For Public Right-of-Way
A PARCEL CONTAINING 0.08 ACRES M.O.L

To Have and to Hold the same together with all and singular appurtenances thereunto belonging or in anywise appertaining, and all the estate, right title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

_____ Witness_____ print name	_____ I.S.
_____ Witness_____ print name	_____ I.S.

STATE OF FLORIDA,

COUNTY OF: PINELLAS }

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, appeared **SHANE M. CARR, Manager of STSC Properties, LLC**, to me known to be the person described in and who executed the foregoing instrument and she has acknowledged before me that she executed the same.

Witness my hand and official seal in the County and State last aforesaid this _____ day of _____, A.D. 2018

Notary Public

The transfer of the above Property by Quit Claim deed from STSC PROPERTIES, LLC, to the CITY OF PINELLAS PARK, is hereby accepted by CITY OF PINELLAS PARK, this_____ day of _____, 2018.

OWNER:

SANDRA L. BRADBURY, MAYOR

<i>This instrument prepared by:</i>	<i>Shannon Coughlin, Economic Development Manager</i>
<i>(Please Return To:)</i>	<i>City of Pinellas Park</i>
<i>Address</i>	<i>Community Development Dept.</i>
	<i>6051 78th Avenue North</i>
	<i>Pinellas Park, Florida 33781</i>

186.1

7025



80

12

229.89

286.5

90TH AVENUE NORTH

90TH AVENUE NORTH

115

DRAINAGE
EASEMENT

15

13.6

12.2

70TH WAY N

115

66.4

14

65

103(S)

60

1

103.6

60(S)

2

103.7

60

70TH STREET N



NTS

Property to be Deeded to the City of Pinellas Park
7025 90th Avenue N
Pinellas Park, FL 33782

C15

City of
PINELLAS PARK

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

Please Respond To:

James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile



FLORIDA

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

February 26, 2018

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

RE: City Document #17-307 Revised
STSC Properties, LLC Revised Deed

Dear Ms. Conte:

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

Very truly yours,

Lauren C. Rubenstein
Assistant City Attorney

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

LCR/dh



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City of Pinellas Park

Staff Report

File #: 18-368, **Version:** 1

Agenda Date: 3/22/2018

AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO BE GRANTED UTILITY EASEMENTS - Florida Department of Transportation (FDOT)

NOTE: The City of Pinellas Park has requested Utility Easements from the Florida Department of Transportation (FDOT), owner of the property generally known as State Road 55 Right-of-Way along US Highway 19 North, just north of 106th Avenue, and State Road 694 Right-of-Way along Park Boulevard just east of 40th Street North, to accommodate the existing utilities, and for the future maintenance and operation of said utilities.

ACTION: (Approve - Deny) Authorization for the Mayor to sign Utility Easements with the Florida Department of Transportation (FDOT).

UTILITY EASEMENT

THIS INDENTURE, Made this _____ day of _____ A.D., 2018, between the **Florida Department of Transportation (FDOT)** of Hillsborough County in the State of Florida, located at MS7-900, 11201 N. McKinley Drive, Tampa, FL 33612, Party of the First Part, and the **City of Pinellas Park**, a municipal Corporation, located at 6051 78th Avenue North, Pinellas Park, FL 33781, Party of the Second Part. (*"Party of the First Part" and "Party of the Second Part" are used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders, as context requires.*)

WITNESSETH, That the said Party of the First Part hereby grants for and in consideration of the sum of ten dollars (\$10.00), and other valuable considerations, in hand paid by the said Party of the Second Part, the receipt whereof is hereby acknowledged, hereby grants and releases unto the Party of the Second Part a **Perpetual Utility Easement**, including but not limited to the below ground, surface and above ground utilities, including water, sewer and reclaimed water, drainage, over, across and through the following described property:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 1, PINELLAS PARK SUN ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 60, PAGE 18, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, RUN NORTH 00°00'04" WEST 4.22' TO THE POINT OF BEGINNING; THENCE SOUTH 86°56'18" WEST 85.36'; THENCE SOUTH 89°46'30" WEST 45.89' TO A POINT OF CURVE. THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 25.0', AN ARC OF 39.35', A CHORD OF 35.44', AND A CHORD BEARING OF NORTH 45°03'20" WEST TO A POINT OF TANGENT. THENCE NORTH 00°02'04" WEST 3.06'; THENCE SOUTH 56°21'25" EAST 39.69'; THENCE NORTH 88°47'49" EAST 37.57'; THENCE SOUTH 46°12'11" EAST 3.50'; THENCE NORTH 89°46'30" EAST 83.10' TO THE POINT OF BEGINNING.

A PORTION OF A PARCEL CONTAINING 0.02 ACRES M.O.L.

It is the intention of the said Party of the First Part that this easement shall run with the land described above. **IN WITNESS WHEREOF**, the said Party of the First Part has hereunto set his Hand and Seal the day and year first above written.

SIGNED, SEALED, AND DELIVERED IN OUR PRESENCE:

OWNER

(Wit.) _____
(print name below signature)

(Wit.) _____
(print name below signature)

The foregoing instrument was acknowledged before me this _____, 2018, by _____
(Name of person acknowledging and title of position)

Notary Public signature

(Name of Notary typed, printed or stamped)

Personally known _____ or produced identification _____

Type of identification produced _____

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

THIS CERTIFICATE MUST BE
ATTACHED TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document **UTILITY EASEMENT**
Number of Pages _____ Date of Document _____
Signers Other than Named Above **NONE**

UTILITY EASEMENT

THIS INDENTURE, Made this _____ day of _____ A.D., 2018, between the **Florida Department of Transportation (FDOT)** of Hillsborough County in the State of Florida, located at MS7-900, 11201 N. McKinley Drive, Tampa, FL 33612, Party of the First Part, and the **City of Pinellas Park**, a municipal Corporation, located at 6051 78th Avenue North, Pinellas Park, FL 33781, Party of the Second Part. (*"Party of the First Part" and "Party of the Second Part" are used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders, as context requires.*)

WITNESSETH, That the said Party of the First Part hereby grants for and in consideration of the sum of ten dollars (\$10.00), and other valuable considerations, in hand paid by the said Party of the Second Part, the receipt whereof is hereby acknowledged, hereby grants and releases unto the Party of the Second Part a **Perpetual Utility Easement**, including but not limited to the below ground, surface and above ground utilities, including water, sewer and reclaimed water, drainage, over, across and through the following described property:

COMMENCE AT THE CENTER OF SECTION 16, TOWNSHIP 30 SOUTH, RANGE 16 EAST, RUN SOUTH 00°16'57" WEST 1185.19'; THENCE SOUTH 31°56'26" EAST 75.02' TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 31°56'26" EAST 63.58'; THENCE NORTH 89°59'30" EAST 11.78'; THENCE NORTH 31°56'26" WEST 85.68'; THENCE SOUTH 00°16'57" WEST 18.75' TO THE POINT OF BEGINNING.

A PORTION OF A PARCEL CONTAINING 0.02 ACRES M.O.L.

It is the intention of the said Party of the First Part that this easement shall run with the land described above. **IN WITNESS WHEREOF**, the said Party of the First Part has hereunto set his Hand and Seal the day and year first above written.

SIGNED, SEALED, AND DELIVERED IN OUR PRESENCE:

OWNER

(Wit.) _____
(print name below signature)

(Wit.) _____
(print name below signature)

The foregoing instrument was acknowledged before me this _____, 2018, by _____
(Name of person acknowledging and title of position)

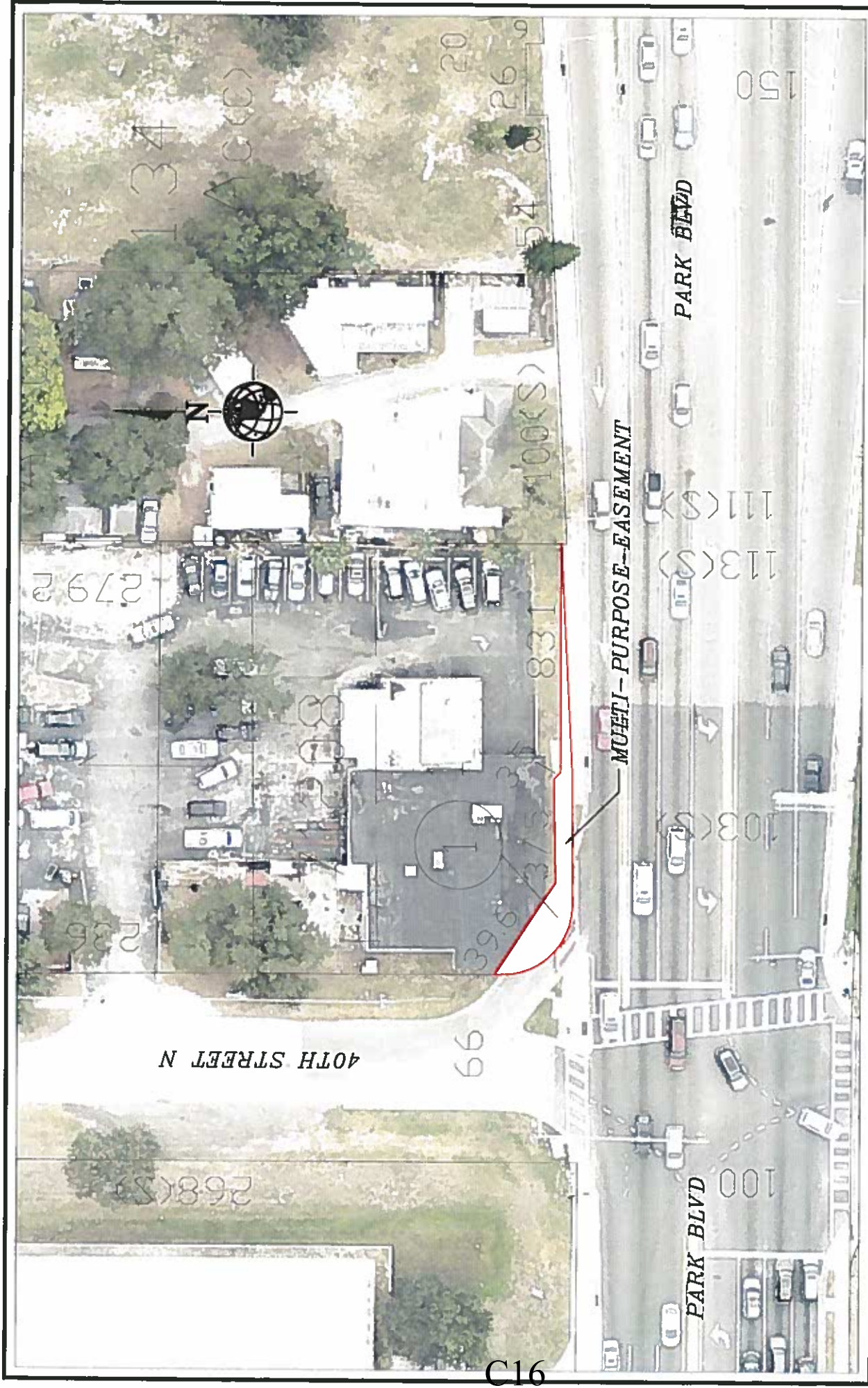
Notary Public signature

(Name of Notary typed, printed or stamped)
Personally known _____ or produced identification _____
Type of identification produced _____

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

THIS CERTIFICATE MUST BE
ATTACHED TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document	UTILITY EASEMENT
Number of Pages	____ Date of Document _____
Signers Other than Named Above	<u>NONE</u>



Multi-Purpose Easement
Parcel Id 27-30-16-71208-000-0011
Pinellas Park, FL 33781

N↑
N.T.S.

City of
PINELLAS PARK

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

Please Respond To:

James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0886 - Facsimile



FLORIDA

PHONE • (727) 389-0700
FAX • (727) 544-7448

February 12, 2018

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

RE: City Document #18-056
FDOT Resolution of Surplus Property, Deeds and Easements

Dear Ms. Conte:

I have received and reviewed the Resolution for deeding surplus property to FDOT, the Quit Claim Deeds, and the Utility Easement Agreement.

In the first Whereas clause of the Resolution, the phrase "which are legally described as:" should be inserted in the fifth line, after "just east of 40th Street North." With that change to the Resolution, I would approve of the Resolution as to form and correctness. I also approve of the Quit Claim Deeds that contain the phrase "for a public right-of-way," and the Utility Easements, 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, Asst. City Manager

JWD/dh



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City of Pinellas Park

Staff Report

File #: 18-402, **Version:** 1

Agenda Date: 3/22/2018

AUTHORIZATION FOR THE MAYOR TO SIGN THE GATEWAY/MID-COUNTY AREA MASTER PLAN INTERLOCAL AGREEMENT BETWEEN FORWARD PINELLAS, PINELLAS COUNTY, CITY OF LARGO, CITY OF ST. PETERSBURG, AND THE CITY OF PINELLAS PARK

NOTE: This authorizes the Mayor to sign an Interlocal Agreement with Forward Pinellas which provides for a multi-jurisdictional effort to prepare a master plan for the Gateway/Mid-County area that will promote and sustain the area's long-term economic vitality, quality of life and resilience through strategic land use, transportation and infrastructure planning. The Gateway/Mid-County area is a major employment and regional transportation center that is vulnerable to flooding, storm surge and complications from sea level rise, and is also defined by land use and transportation development patterns that exhibit barriers to connectivity, access and community infrastructure that inhibits development potential and economic vitality.

Forward Pinellas will be responsible for the management and coordination of a multi-jurisdictional master planning effort as provided for in the Scope of Services. The City will contribute \$100,000 towards the cost of the Gateway/Mid-County Area Master Plan. The City's cost towards this plan will not exceed \$100,000 and will be charged to account 301481-562520 found on page 227 in the 2017/2018 Budget Book.

ACTION: (Approve - Deny) Authorization for the Mayor to sign an Interlocal Agreement between Forward Pinellas, Pinellas County, City of Largo, City of St. Petersburg, and the City of Pinellas Park.

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into on this ____ day of _____, 2018 by and between **FORWARD PINELLAS**, in its role as the PINELLAS PLANNING COUNCIL (PPC) and PINELLAS COUNTY METROPOLITAN PLANNING ORGANIZATION (MPO), and PINELLAS COUNTY, CITY OF LARGO, CITY OF PINELLAS PARK, and CITY OF ST. PETERSBURG hereinafter referred to as “**LOCAL AGENCIES**” and each individually as a “**LOCAL AGENCY.**”

WHEREAS, Section 163.01 of the Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969,” authorizes local government units to make the most efficient use of their powers by enabling them to cooperate with other localities and agencies on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities;

WHEREAS, Part I of Chapter 163 of the Florida Statutes permits public agencies as defined therein to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately;

WHEREAS, pursuant to Section 2 Chapter 2012-245, Laws of Florida, one of the purposes of FORWARD PINELLAS is to provide intergovernmental coordination, and pursuant to Section 6 of said Chapter, FORWARD PINELLAS may enter into contracts with local governments and governmental agencies in Pinellas County;

WHEREAS, FORWARD PINELLAS conducts countywide land use and transportation planning and coordination across jurisdictions in Pinellas County;

WHEREAS, FORWARD PINELLAS identified three Strategic Planning & Operations Topics (SPOTlight) emphasis areas, including a Gateway/Mid-County Area Master Plan, a Vision for US 19, and Enhancing Beach Community Access ;

WHEREAS, each LOCAL AGENCY supports the idea of a collaborative effort to prepare a master plan for the Gateway/Mid County area that will promote and sustain the area’s long-term economic vitality, quality of life and resilience through strategic land use, transportation and infrastructure planning;

WHEREAS, the Gateway/Mid County area is a major employment and regional transportation center that is vulnerable to flooding, storm surge and complications from sea level rise, and is also defined by a land use and transportation development patterns that exhibit barriers to connectivity, access and community infrastructure that inhibits development potential and economic vitality;

WHEREAS, the LOCAL AGENCIES desire to retain FORWARD PINELLAS to manage and coordinate a master planning effort across multiple jurisdictions, as described herein;

WHEREAS, the Florida Department of Transportation will provide funding and technical support for this project and will enter into an agreement separately with FORWARD PINELLAS;

WHEREAS, FORWARD PINELLAS will contribute to this project through a combination of funds and in kind support;

WHEREAS, a project steering committee will be put together with study partners to oversee the project;

WHEREAS, FORWARD PINELLAS has the experience and resources through its staff and/or consultants to assist the LOCAL AGENCIES with this work in a cost-effective manner; and

WHEREAS, FORWARD PINELLAS represents that they are qualified, willing and able to provide the described services according to the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is for FORWARD PINELLAS, through its staff and/or consultants, to provide to the LOCAL AGENCIES the services described in the “Scope of Services” attached hereto and incorporated herein as Exhibit A (hereinafter referred to as the “Project”).
2. **SCOPE OF AGREEMENT.** The Project shall be performed by FORWARD PINELLAS in a professional manner and in compliance with all applicable federal, state and local laws and regulations. FORWARD PINELLAS, with input from the LOCAL AGENCIES, reserves the right to make minor revisions to the Scope of Services, including but not limited to providing additional refinements to planning activity specifications, procedure, and refinements relative to line item costs of actual work product. Such revisions may be made by FORWARD PINELLAS’ Executive Director. Major changes to the Scope of Services, including the addition of new tasks and line item cost changes of more than ten percent, shall be made by FORWARD PINELLAS’s Executive Director with the concurrence of a representative from each LOCAL AGENCY.

A project steering committee will be used to guide the activities in the Scope of Services. Each LOCAL AGENCY shall serve on the steering committee. The end product from the Scope of Services does not bind any local government to adopting or approving outcomes or work products resulting from the Scope of Services.

FORWARD PINELLAS, in consultation with the project steering committee, may decide that additional work is needed beyond the current Scope of Services.

In no event shall the LOCAL AGENCIES be responsible for more than their respective \$100,000.00 share unless otherwise agreed in writing.

FORWARD PINELLAS is responsible for ensuring the quality of work meets the requirements in the Scope of Services and that the end product is satisfactory. This will be done in consultation with the steering committee.

3. **PROJECT COST.** The estimated Project Cost exceeds \$800,000.00. Contribution from the LOCAL AGENCIES shall be \$400,000, payable as further outlined herein. FORWARD PINELLAS will also be providing funding and work with the Florida Department of Transportation regarding funds for the remaining portions of the Project to fulfill the Scope of Services.
4. **PAYMENTS TO FORWARD PINELLAS.** Pinellas County, the City of Largo, the City of Pinellas Park and the City of St. Petersburg will each pay a total “Fee” for the Scope of Services of \$100,000, which shall either be payable in one lump sum, or upon the request of a LOCAL AGENCY, paid in multiple installments no less than quarterly. Each LOCAL AGENCY is responsible for the same Fee regardless of population or geographic area. Each LOCAL AGENCY

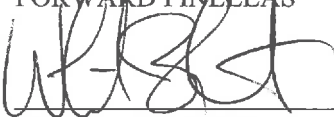
shall specify its preferred payment method within thirty (30) days of the Effective Date of this Agreement, and pay each invoice in accordance with the "Local Government Prompt Payment Act." In no event shall a balance of the total Fee remain unpaid past September 20, 2018. If a local government has not paid the total Fee in full by September 30, 2018, such party shall be in default under this Agreement. Should all parties conclude that the Project is complete and LOCAL AGENCY funds are remaining and unspent, those funds will be distributed equally to the LOCAL AGENCIES.

5. **TERM.** The term of this Agreement shall begin on the Effective Date and shall remain in effect until June 30, 2020.
6. **MODIFICATION.** This Agreement, together with any attachments and schedules, may only be amended by a written instrument duly executed by all parties.
7. **TERMINATION.** Any party may terminate this Agreement with or without cause.
 1. **Termination without cause.** Any party may terminate its participation in this Agreement without cause in whole or part, at any time upon thirty (30) days written notice to the other party. Each LOCAL AGENCY is responsible for paying the total Fee of \$100,000.00 upon such termination without cause, without an offset or reduction due to early termination. The Agreement will remain valid and in effect for all remaining parties.
 2. **Termination for cause.** Any LOCAL AGENCY may terminate its participation in this Agreement for cause, in whole or in part, if Forward Pinellas has breached this Agreement and failed to cure said breach within ten (10) days. The Agreement will remain valid and in effect for all remaining parties. In the event the Agreement is terminated for cause, the remaining parties will discuss how to proceed with modifying the scope of services or adjusting payments, as determined necessary by the remaining parties.
 3. **Termination by FORWARD PINELLAS.** If FORWARD PINELLAS terminates the agreement, FORWARD PINELLAS shall return any funds in its possession that are allocated toward work that has not and will not be performed due to such termination to all LOCAL AGENCIES in equal shares within 120 days after termination of the Agreement. Agencies that have previously terminated their participation in this Agreement shall not be entitled to such reimbursement.
8. **DEFAULT/ DISPUTE RESOLUTION.** All services to be performed by Forward Pinellas or its consultants are to be done to the satisfaction of Forward Pinellas' Executive Director based on the requirements of Exhibit A. The Executive Director shall decide all questions and disputes, of any nature whatsoever, between or regarding its consultants that may arise in the execution and fulfillment of the services provided for pursuant to this Agreement. If a dispute shall arise between the parties hereto as a result of non-payment, improper payment, conformity to the terms of the Agreement, or other such default, a non-defaulting party must notify the defaulting party within ten (10) days of said default. The party in default shall have ten (10) days to cure said default. Additional time shall be given to cure if the default is unable to be cured within 10 days with diligent effort. If the default is not cured within said time, the non-defaulting party responsible for notifying the defaulting party shall have a right to terminate its participation for cause.
9. **LIABILITY.** Nothing in this Agreement shall be construed to affect any party's entitlement to sovereign immunity or limitation of liability as provided by §768.28, Florida Statutes, nor shall this Agreement be construed to create any indemnification by one party of another. Each party shall be responsible and liable for its actions, including the actions of its employees and agents.

10. **REMEDIES.** Each party shall be entitled to seek any and all remedies available in law and equity due to a breach or default of this Agreement. Default by a LOCAL AGENCY hereunder may also, at Forward Pinellas' discretion, result in a loss of support for future planning activities, including but not limited to: grants, technical assistance, and courtesy reviews.
11. **SEVERABILITY.** Should any portion of this Agreement be deemed unlawful by a court of competent jurisdiction, all remaining provisions of this Agreement shall remain and continue in full force and effect.
12. **NON-APPROPRIATION.** In the event sufficient budgeted funds are not available for a new fiscal period of a particular Local Agency, the affected Local Agency shall notify Forward Pinellas of such occurrence and the Agreement shall terminate as to the affected agency on the last day of the current fiscal year without penalty or expense of the affected Local Agency. If this provision is invoked, the remaining parties hereto shall decide how to proceed, whether increasing each LOCAL AGENCY contribution, decreasing the scope of services, or otherwise, which shall be accomplished by an amendment of this Agreement executed by all remaining parties.
13. **FILING OF AGREEMENT.** This Agreement shall be filed with the Clerk as provided in Section 163.01(11) Florida Statutes. The EFFECTIVE DATE of this Agreement shall be the date of filing. Forward Pinellas shall be responsible for said filing and shall notify all Local Agencies of the filing date.
14. **COUNTERPARTS.** This Agreement may be executed in counterpart by the parties.
15. **ASSIGNMENT.** No party to this Agreement may assign rights to delegate other duties under this Agreement without the prior written consent of the other parties.

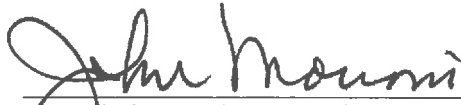
IN WITNESS WHEREOF, FORWARD PINELLAS and the LOCAL AGENCIES have caused these present to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year first above written.

FORWARD PINELLAS



Whit Blanton, FAICP

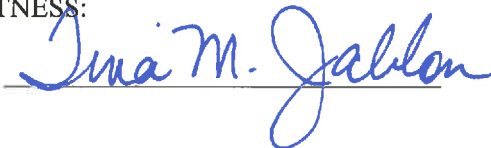
Forward Pinellas Executive Director



Commissioner John Morroni

Forward Pinellas Chair

WITNESS:

By: 

APPROVED AS TO FORM:



Chelsea D. Hardy

Assistant County Attorney

PINELLAS COUNTY

Mark Woodard
County Administrator

WITNESS:

By: _____

APPROVED AS TO FORM:

CITY OF LARGO

WITNESS:

By: _____

APPROVED AS TO FORM:

CITY OF PINELLAS PARK

WITNESS:

By: _____

APPROVED AS TO FORM:

CITY OF ST. PETERSBURG

WITNESS:

By: _____

APPROVED AS TO FORM:

Exhibit “A”

SCOPE OF SERVICES

Pinellas Gateway / Mid-County Area Master Plan Final Scope of Services

February 15, 2018

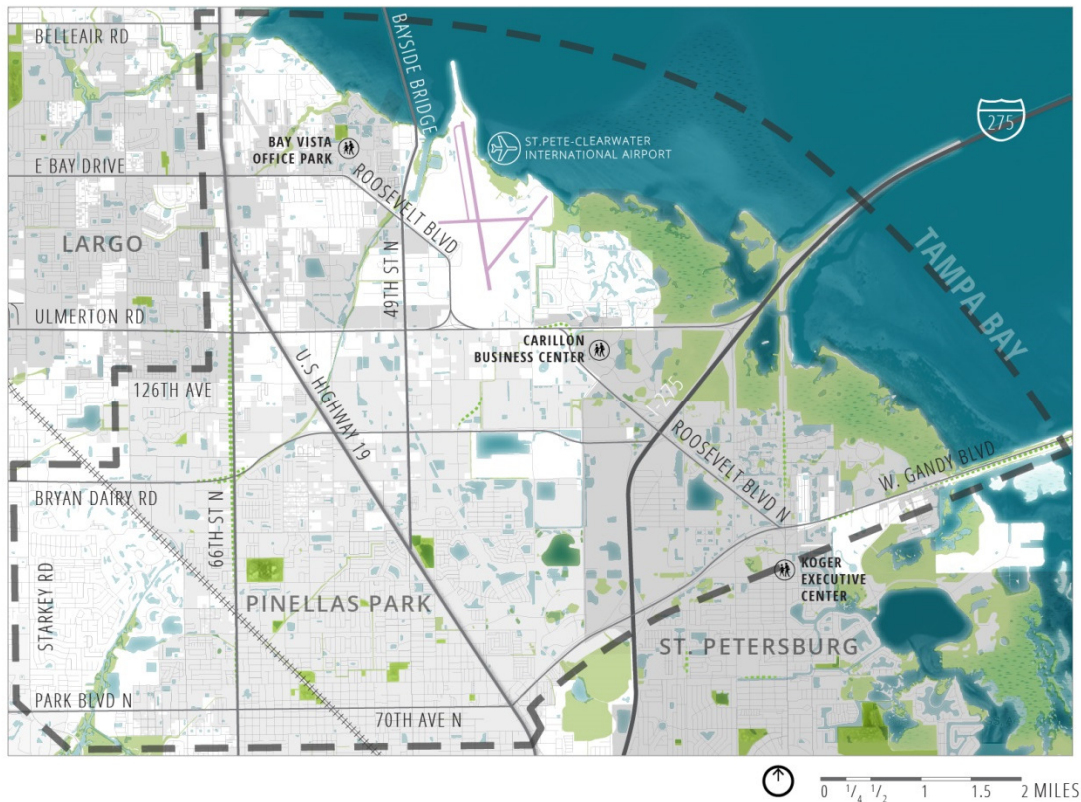
Objectives

To adopt a master plan for the Gateway/Mid-County Area that will guide development of necessary infrastructure, create a well-connected, multimodal transportation network, and encourage appropriate infill and redevelopment to support quality economic growth for Pinellas County and the Tampa Bay region. The Master Plan will provide a development framework to create an identity for the area that contributes to a positive first impression for out-of-town businesses and tourists, while also supporting quality of life improvements for existing residents and employees. The master plan will document a phased implementation program that will assist federal, state, regional and local agencies in setting priorities and budgeting for future project development and construction activities.

Additional goals of the master plan are to understand, analyze and recommend a development framework, circulation improvements and implementation strategies through a comprehensive and integrated “systems thinking” approach. The Master Plan will advocate market driven policies and projects that make financial and economic development sense for the area.

Study Area

Roughly 30 square miles around St. Petersburg-Clearwater Airport, bounded by Belleair Road to the north, Starkey Road and 66th N. St on the west, 70th Avenue N. and W. Gandy Blvd to the south, and Tampa Bay to the northeast. A preliminary study area boundary map is shown below. Note that the Study Area boundary maybe further refined during the planning process.



Context and Background

As part of the Forward Pinellas Strategic Planning and Operations Topics (SPOTlight) initiative, the Forward Pinellas Board identified three priority areas of focus: create a vision for the US 19 corridor, enhance beach community access, and develop a master plan for the Gateway/Mid-County area. The master plan for the Gateway area will focus on building partnerships to guide future development and multimodal connectivity, both regionally and throughout the district.

The “Gateway” area, or the mid-county office/industrial area, of Pinellas County is a loosely defined area of about 30 square miles under four local government jurisdictions. It is a primary economic engine of Pinellas County and the Tampa Bay region. The Gateway area is home to a large number of high-wage jobs and a growing number of young professionals because of its accessibility to regional highways, downtown St. Petersburg and destinations in Tampa. Yet, it suffers from the challenges of a disparate, disconnected and disinvested automobile-centric development pattern. The *Countywide Land Use Plan* enables major increases in density/intensity with its new Target Employment and Activity Center designations. While there is significant state highway investment in the area (both completed and planned), a result of its auto-oriented development pattern is that accessibility for transit and non-motorized travel remains relatively limited. The majority of trips to and from the Gateway area rely on the existing state highway network.

All of the study partners have expressed interest in addressing connectivity issues in the Gateway Mid-County Area to ensure there is adequate capacity and more resilient stormwater and utility infrastructure to support the area’s redevelopment.

Pinellas County’s regional and transit planning efforts have long focused on serving the Gateway as a key regional employment center. It is a critical hub and connecting point for premium transit service linking downtown St. Petersburg, Westshore and downtown Tampa in Hillsborough County, beachfront destinations, and areas in northern Pinellas County. A well-thought-out plan for multimodal connectivity is needed to preserve the investments made in the area’s regional highway network, take pressure off surface roadways, and foster more efficient, compact development. From a land use perspective, there is the need to balance the protection of existing industrial and target employment land and the provision of housing options and amenities that enable people to live closer to their destinations.

The Master Plan will guide the identification of transportation project priorities and public infrastructure necessary to support and sustain the development and economic growth of the Gateway/Mid-County Area. It will entail collaboration among the host local governments, the Florida Department of Transportation, and the Pinellas Suncoast Transit Authority, under the coordination and direction of Forward Pinellas.

Forward Pinellas will serve as the lead planning agency for the Master Plan. Its primary role as lead will be to convene project partners, manage the master planning process, facilitate stakeholder and community dialogue leading to adoption of the plan, and to provide guidance and broad oversight for implementation of the plan after its adoption. **A Study Management Team (SMT) comprised of Forward Pinellas and Study Partners will serve as the Master Plan steering committee, meeting regularly to provide direction and coordination of project activities.**

Forward Pinellas will document SMT roles, responsibilities and procedures in a project management memo, which will serve as a reference for the Master Plan decision-making process. For example, the memo will explain the procedures necessary to ensure each Partner agency reviews interim and final work products. The Project Management Memo will be reviewed and approved by the SMT.

Forward Pinellas will lead the SMT comprised of following agency partners:

Master Plan Key Agency Partners / SMT

- Forward Pinellas
- Pinellas County Planning and Public Works / Transportation Engineering
- Florida Department of Transportation (FDOT)
- City of St. Petersburg
- City of Pinellas Park
- City of Largo
- Pinellas Suncoast Transit Authority (PSTA)

Stakeholders for the Study Area include the following agencies and constituents;

Stakeholders

- Pinellas County Economic Development (PCED)
- St. Pete-Clearwater International Airport (PIE) Management
- Tampa Bay Area Regional Transit Authority (TBARTA)
- Hillsborough Area Regional Transit Authority (HART)
- Tampa Bay Regional Planning Council (TBRPC)
- Hillsborough MPO
- Property Owners and Gateway Area Businesses and Employers
- Gateway Area Resident Representatives
- Chambers of Commerce and other business representatives

As prime consultant, WRT will be responsible for the quality and timeliness of the work, team management, technical work, and communication among team members and with the client. WRT will work with Forward Pinellas to clearly establish the parameters of the project and work consistently throughout the project to match aspirations and expectations within the established budget. It is our experience working on dozens of public planning processes that the process, schedule and deliverables may need to be revised based on unexpected issues. The WRT Team has the capacity and flexibility to work with the Forward Pinellas and partners to respond to those issues, and to make adjustments to the work plan as needed.

Scope of Services

PHASE 1: PROJECT LAUNCH

Following SMT approval of the project management documents, Forward Pinellas and the WRT Team will begin the planning process. These documents may be modified from time to time, as deemed appropriate by the SMT.

In addition to public outreach and engagement related meetings and open houses (described throughout this scope document and to be refined in the Public Engagement Plan), the WRT Team envisions the following four types of feedback meetings and charrettes with the key partners and stakeholders for the entire duration of the master planning process. These meetings would help receive input and direction. They include:

1. SMT Meetings (In-Person Meetings and/or Conference Calls)
2. Charrettes with the SMT and Key Stakeholders - charrettes will be organized with the SMT and Key Stakeholder agencies of the project at key phases and tasks to review and coordinate work. These charrettes are further described in the project phases described in this scope of work.
3. Agency Team Coordination Meetings and/or Calls - The WRT Team will coordinate with other agencies such as FDOT, PSTA and PCED.
4. Plan Update and/or Adoption Related Meetings - The WRT team will provide project related materials and/or presentation(s) to Forward Pinellas to provide Master Plan related updates and/or adoption related meetings with the Forward Pinellas Board and Project Partners.

The project phases described in this document incorporates above feedback meetings throughout the project planning process.

Task 1.1 Finalizing Project Schedule and Key Milestones

In addition to the project management memo described above, the WRT Team will work with Forward Pinellas to finalize the project schedule. An overall Master Plan Project Schedule will be developed to convey the timing of project phases and key tasks, including stakeholder and community outreach activities (that will be coordinated with other ongoing planning efforts), interim and final work products, review periods for stakeholder and public comment on draft materials, and milestones for advisory committee, agency and local government presentations and approvals. The anticipated schedule is 12-18 months from the initial SMT meeting. Final adoption may extend that schedule.

FDOT is embarking upon a regional inter-modal transportation center study for the Tampa Bay Region. The Gateway Area is included in the FDOT study as one of five areas to be studied. Forward Pinellas and the WRT Team will need to coordinate project schedules, interim findings and draft recommendations of the Gateway Intermodal Center Study within the Master Plan.

The Master Plan schedule and planning process is also driven by the staged funding availability. The planning process and the scope of services provided in this document envision a two-part planning process to address funding. The first stage of the planning process is envisioned to begin March 2018 and extend through July 2018. The second part is scheduled to begin in July 2018 through the completion of the Master Plan by May 2019.

FDOT is also providing in-kind services for traffic study and analysis for the Master Plan. These services and their timing will need to be coordinated as part of the Master Plan schedule.

Task 1.2 Project Administration

The WRT project manager and an office assistant will manage and administer the project related tasks including monthly invoices, meeting minutes, contracts with sub-consultants and project related coordination. The WRT Team will also schedule either bi-weekly and/or monthly project coordinate calls with SMT to discuss interim project updates and planning components.

Task 1.3 Project Kick-Off (2-3 day trip) and Study Area Issues and Opportunities Charrette with SMT and Key Stakeholders

Forward Pinellas and the WRT Team will facilitate a Study Area Issues & Opportunities charrette to formally develop initial guidance for the development of the Master Plan. Through the charrette, the SMT and key stakeholders will discuss and finalize key master plan goals and identify project issues and opportunities for further analysis. Key consideration will be given to questions of how well the Gateway/Mid-County area is positioned to support continued economic value through coordinated planning and strategic investments.

The charrette will also be used to identify potential land use and transportation scenarios for the study area based on existing strengths, weaknesses, opportunities and threats. Preliminary sub-areas will be defined, along with a context map and set of guiding principles as precedents for technical planning tasks.

The WRT and Forward Pinellas Team will provide an update on the scope, planning process and public outreach and engagement strategy of the project to the participating agencies to get comments and input. The WRT Team will also tour the area to do a reconnaissance survey of the project area and begin compilation of data for the existing conditions analysis.

Key Deliverables:

Kick-off Charrette Summary, Identification of Key Issues / Opportunities, Preliminary Sub-Area Maps

Task 1.4: Preliminary Public Engagement Plan and Branding Strategy

To the extent practical, public outreach and engagement activities will be designed to complement on-going planning and project development activities occurring in the study area, such as the *Tampa Bay Premium Transit Feasibility Plan* begun by HART, the *inter-modal study undertaken by FDOT*, an *update of the Airport Master Plan* and local government special areas plans. The Master Plan will focus on joint meetings with the FDOT Tampa Bay Next or other agencies to coordinate efforts and meetings (including the regional transit plan). However, a project of this significance will need its own clearly branded public outreach and engagement strategy that spans the course of the project, providing necessary support and momentum to advance key projects resulting from the Master Plan.

A variety of media and interactive tools will be used to draw attention to the Master Plan process, improve public understanding, and shape the plan's outcomes, potentially including videos, interactive voting tools (e.g., Key Pad Polling, Visual Preference Surveys, online surveys), PowerPoint presentations, schematics and 3D illustrations and computer simulations.

There will be Master Plan Open House sessions in which the public is invited to review drafts of the plan, ask questions and provide feedback through formal and informal means. The Open House sessions may be organized around topics, such as Transportation Network, Environmental, Housing, Employment, etc. The open house format will allow stakeholders to focus on the areas most relevant to them and provide opportunities to ask questions, provide input, and dig deeper on specific topics. To the extent possible and to reduce meeting fatigue, public sessions for this master planning effort will be coordinated with other planning events.

The Public Engagement Plan will include developing a participant database (Task 2.2), setting up and updating a project website and social media (Tasks 2.3), online surveys (Task 3.1), stakeholder interviews (Task 2.4 and Task 3.4), charrettes (Task 3.2, Task 4.4, and Task 5.1), community briefings (Task 2.14, Task 3.10, Task 4.13, Task 5.10 and Task 6.2), and open houses/roundtables (Task 2.9, Task 3.7, and Task 4.10).

Note: The Public Engagement Plan and tasks associated with it may be further refined based on the identification of tools and platforms used. There is an opportunity to incorporate MetroQuest,

which is digital engagement software for online surveys and to collect stakeholder input on concepts and recommendations.

Key Deliverables:

The specific type of public engagement activity will be defined to complement the phase of plan development and types of input needed from the broader community or stakeholders. All activities will be documented, and will include a summary of key findings from public engagement that helped to shape recommendations in the Master Plan.

Task 1.5 SMT Meeting

The WRT Team will meet with the SMT to review the draft Public Engagement Plan and discuss next steps. The SMT Meetings and works sessions provide opportunities for the WRT consultant team to coordinate closely with Forward Pinellas and other project partners throughout the process and ensure that project milestones are being met. We recommend that these coordination meetings are held in person on an ongoing basis (bi-monthly/every other month) and can be supplemented by teleconference phone and email communication as needed.

Task 1.6 Agency Specific Co-ordination Sessions (FDOT and Other Agencies)

The WRT Team will meet with FDOT and/or its consultant team to discuss and coordinate project related updates and findings for the *Regional Intermodal Center Conceptual Development Study* as relevant for the Master Plan. The WRT Team will also meet and coordinate work with other agencies such as PSTA and PED for coordination of relevant initiatives and studies as it relates to the Gateway Master Plan. The agency specific coordination tasks are included in each phase of the planning process.

PHASE 2: DATA COLLECTION AND EXISTING CONDITIONS ANALYSIS

Task 2.1 Refine Public Engagement Plan and Branding Strategy

The WRT Team will refine and finalize the draft public engagement plan and outreach strategy based on the comments received from the SMT in Task 1.5.

Task 2.2 Build Participant Database

With input from Forward Pinellas and partner agencies and stakeholders, the WRT Team will develop a contact/participants database. Tools like Constant Contact will be explored to provide organized and uniform communications to people in the database.

Task 2.3 Develop Engagement Tools (Brochure, Website and Social Media)

The WRT Team will work with Forward Pinellas to set up public engagement tools, including a project website and social media tools, that will be used to share information and obtain input on the development and adoption of the Master Plan. (Note MetroQuest maybe used as the digital engagement platform in addition to the Forward Pinellas Website).

Task 2.4 Stakeholder Interviews (Up to 24 Key Person interviews)

Meeting with stakeholders in the planning area is crucial to understanding the stakeholder needs, dynamics of the Gateway Mid-County Area, and challenges that the plan will need to address. With input from SMT, the WRT team will conduct up to 24 key person and focus groups (including agency staff, elected and appointed officials, civic leaders, developers and real estate interests or major property owners and advocacy groups) interviews to obtain insights from diverse perspectives regarding development and transportation issues and opportunities. The interviews will include residents and businesses within the study area, as well as experts within certain fields, such as real estate, infrastructure and the environment. We envision each interview to last approximately one hour each. The themes and issues emerging from the interviews coupled with site observations, analysis and trends will be used to structure future stakeholder sessions including roundtable discussions and focus groups.

Key Deliverables: Stakeholder Interview summary

Task 2.5 Study Area Existing Conditions Documentation & Mapping

The WRT Team will conduct a detailed inventory and assessment of the existing conditions of the study area, building upon data resources maintained by relevant public agencies. The overall study area is roughly defined as lying south of Roosevelt Boulevard, east of Starkey Road, north of 70th Avenue N., and west of Tampa Bay. To better focus the analysis and plan recommendations, geographic sub-areas will be defined through this task based on context and connectivity opportunities. The existing conditions analysis would include creation of a high level existing surface and structured parking inventory within the study area.

Key Deliverables: Draft Existing Conditions Inventory Mapping

Task 2.6 Adopted Plans and Funded Projects Review

The WRT Team will conduct a review of adopted plans and funded projects, including *the 2040 Long Range Transportation Plan, the Countywide Plan, the PSTA Community Bus Plan/Transportation Development Plan, the St. Pete-Clearwater International Airport Master Plan, and the local government Comprehensive Plans and Capital Improvement Programs*. In addition, the WRT Team will obtain any other relevant plans, development concepts and analyses from the study partners, such as private or publicly-owned properties planned for redevelopment.

The WRT Team would also review EDA submitted projects and initiatives to understand market demand and economic development potential of the study area. It is understood that several of these plans are in development already. The Master Plan will review issues/opportunities that staff and consultants are addressing as part of the plans underway throughout the planning process.

Other Studies to be Reviewed

In addition to adopted plans and studies mentioned above, the following completed and/or ongoing studies would need to be reviewed for the Master Plan. Additional relevant plans and studies will be added to the following representative list:

- *Vision 2020: Special Area Plan for the City of St. Petersburg* (include portions of the study area)
- *Pinellas County Economic Leadership Symposium Competitiveness Study Presentation, 2017*
- *Pinellas County Stormwater Manual*, February, 2017 (Public Works Department)
- *Forward Pinellas, Bicycle Pedestrian Master Plan*, Amended May 10, 2017
- *Greenlight Pinellas, Pinellas County, Light Rail Station Development Concepts, October 2013*
- *Sustainability Action Plan*, City of St. Petersburg (VHB, Ongoing)
- *Pinellas County Program and Policy for Complete Streets (Check Status)*

Ongoing Planning Studies and Initiatives to be Reviewed

The following ongoing planning studies and initiatives need to be reviewed and coordinated as part of the Master Plan:

- *Regional Intermodal Center Conceptual Development, Gateway Intermodal Center Study, (FDOT)*
- *Regional Premium Transit Study*
- *Pinellas County Vulnerability Assessment (ongoing)*: Pinellas County is undertaking a four-phase Vulnerability Assessment to study the impact of sea level rise and storm surge on critical infrastructure. The project should commence in the next couple of months and should take about two years to complete.
- *Clearwater Airport Master Plan (ongoing)*
- *US 19 Corridor Market and Transit Study (ongoing)*
- *St Petersburg Complete Street Design Guidelines (will be referenced in plan, currently being developed by Kimley-Horn)*
- *Design guidance from municipalities*

Task 2.7 Overall Study Area Existing Conditions Analysis

The overall study area existing conditions analysis will lay out opportunities and issues for the Master Plan goals. The overall study area analysis will identify sub-areas or districts for further analysis. The WRT Team will assess the existing conditions of the overall study area including, but not limited to, the following:

- **Task 2.7.1 Circulation, Transportation Networks and Services – Existing Condition Analysis**

The WRT Team will conduct mapping and existing conditions analysis of the existing pedestrian, bicycle, transit and vehicular circulation conditions and related issues.

- Existing streets and multimodal analysis (For major streets and corridors based on existing data may include: lanes, signal locations; available right of way information for major streets; level of service; posted speeds; lighting; trail connections; transit routes; truck routes; vehicular crashes and other available and pertinent data).
- Pedestrian and bicyclist issues based on available GIS layers of bicycle facilities, sidewalks, and crashes involving bicyclists and pedestrians (using information provided by Forward Pinellas and other partners)
- Regional and local area vehicular circulation (using the FDOT In-Kind services for travel demand modeling to determine traffic volumes and distributions)
 - Existing transit conditions and improvements (in coordination with PSTA).
 - Existing and ongoing transportation projects
 - Documenting location of planned and ongoing improvement projects within the study area and region
 - Input from Tampa Bay Premium Transit Feasibility Study
 - Input from the FDOT Inter-modal Study Team

- **Task 2.7.2 FDOT In-Kind Services Data and Analysis**

During the project Kick-off activities, the WRT Team will work with Forward Pinellas and FDOT to finalize needed additional data and analysis to support the Gateway/Mid-County Area Master Plan as part of the FDOT in-kind services.

The following preliminary FDOT in-kind services have been identified for the Master Planning effort:

- Development of circulation or synchro models for the alternative scenarios (overall study area and sub areas)
- Analysis of the circulation or Synchro models for alternatives (overall study area and sub-areas)
- Analysis of specific area or corridors for traffic, bicycle, transit and pedestrian circulation as identified
- Relevant circulation / traffic improvement recommendations for the study area as identified in the master planning process.

Forward Pinellas and the WRT Team will coordinate schedules for the in-kind services to integrate them within the overall master planning process and schedule.

It is expected the FDOT will provide baseline / existing and future projected traffic, bicycle, and pedestrian data for the overall study area (key intersections and major streets or corridors) in the initial stages of the master planning process.

- **Task 2.7.3 Land use inventory and conditions**

- Document and analyze existing land use conditions for the Study Area including parking
- Document location of recent (last 5 years) commercial, industrial and residential projects
- Existing public realm conditions (parks and open space, streetscape, places etc.)

- Urban design conditions (districts, neighborhoods, built form, identity, culture etc.)
- Development capacity and potential analysis (vacant developable and underutilized facilities and land) including infrastructural constraints
- Regulatory constraints (policies and issues); general consideration of the issues of multiple jurisdictions overlapping and how it is impacting development.
- **Task 2.7.4 Environmental conditions**
 - Existing flood prone areas floodplains, stormwater catchment areas and coastal hazard area
 - Existing brownfields
 - Sustainability and Resiliency (high level analysis and issues and opportunities)
 - Assessment of fiscal, environmental, social, infrastructure, and environmental justice.

Task 2.8 Sub-Area Existing Conditions Analysis

Using the preliminary sub-areas or districts identified at the kick-off workshop and as part the overall study area existing conditions analysis, the WRT Team will conduct an assessment of the existing conditions of each sub-area, with the understanding that the boundaries of these areas may adjust as the planning process moves forward. The assessment will include, but not be limited to the following:

- Development capacity (based on current planning) including underutilized land and surface parking
- Existing zoning and regulatory conditions and policies
- Urban design character

Task 2.9 Open House 1-Existing Conditions / Visioning (One Session)

The WRT Team will design and lead an open house in this phase, preferably in order to solicit ideas regarding possibilities of the study area and identity, to elicit feedback on existing conditions and develop initial visioning for the project. The WRT Team members will give a brief introduction to the planning process and an overview of the planning area to explain the goals and scope of the project, and present initial findings from the existing conditions analysis. This will be followed by a hands-on design session exploring future possibilities for the planning area.

Task 2.10 Economic Profile / Real Estate Market Conditions

As part of the WRT Team and in coordination with the Pinellas County Economic Development Department, local municipalities and drawing on findings from a similar market assessment focusing on the US 19 Corridor, S.B. Friedman will document a comprehensive assessment of local market conditions; conduct national case study research to evaluate the potential to transform the Gateway Area; evaluate development implications; and develop projections of proposed development scenarios within the Study Area. The assessment will address the readiness of the Countywide Plan and local land development regulations to facilitate desired redevelopment, such as enabling existing parcels or development to evolve toward a higher density, mixed-use urban form where appropriate and to support improved multimodal accessibility and connectivity.

Part 1: Local Market Analyses and Projections: Building on prior work in Pinellas County, S.B. Friedman will:

- 1) Assess the site conditions and competitive position of the Study Area regionally and locally.
- 2) Assess the Competitive Supply of: office, industrial, rental apartments, retail/dining, entertainment and hotel
 - a. Key research areas will include:
 - i. Project scales and formats (land area, number of stories and building sf)
 - ii. Rents and occupancy levels
 - iii. Locational and adjacency preferences

Part 2: Conduct National Case Study Research to Evaluate the Potential to transform the Gateway portion of the Study Area from a “typical” suburban office environment into an enhanced, mixed use suburban office environment

- 1) Identify complementary land uses and the scale of those uses that “go along” with office in enhanced suburban environments (e.g., rental apartments, dining, entertainment, hospitality, others)

Part 3: Synthesis: Building on local market information in Part 1 and National case study research in Part 2, S.B. Friedman will:

- 1) Evaluate development implications going forward of
 - a. Recent transportation improvements along US 19
 - b. Other potential transportation enhancements within the sub area (e.g., express bus, transit, other)
- 2) Develop projections of development potential within the Study Area, likely a range from low to high levels of intensity, including, building square footages, land areas, parking requirements to drive plan development

Task Deliverables:

1. A briefing book documenting a comprehensive assessment of local market conditions,
2. Summary of Case Study Findings
3. Projected demand for various real estate products in the study area (based on concepts developed as part of the master planning effort)

Task 2.11 Infrastructure Analysis (Overall Study Area)

The WRT Team will prepare a high level review of the existing infrastructure of the overall study area and the sub-area identified to include the following:

- High level conditions analysis of existing utilities and infrastructure including ownership of utilities and infrastructure, and entity responsible for maintenance and determination of adequate capacity/service
- Opportunities and issues related to existing infrastructure (water, sewer, electricity, data, communications etc.)
- Infrastructural constraints as it relates to development capacity
- Location of public facilities

Task 2.12 Agency Specific Coordination Sessions (FDOT and Other Agencies)

Coordination of findings from FDOT and other agencies related to ongoing studies and their impact and changes to the development framework options.

Task 2.13 Produce Existing Conditions Summary Report

The WRT Team will produce a draft and a final existing conditions report for review of the SMT. The existing conditions report will include synthesis of all the tasks and deliverables included in this phase.

Task Deliverables:

Products of this task will entail a report and presentation documenting the following:

- Summary of current and past planning efforts in the study area with recommendations as to how this effort coordinates, complements and incorporates each.
- Existing conditions assessment of the entire study area, including the information listed above.
- Existing conditions assessment of each identified sub-area, including the information listed above.
- Barriers and Impediments analysis for the Overall Study Area and Sub-Areas including differentiation among the sub-areas in terms of strengths and weaknesses.

Task 2.14 Phase 2 Community Briefings and Updates (Website/Social Media)

There will be a series of community meetings and briefings to groups at various stages of the Master Plan process led by Forward Pinellas. The WRT Team will provide presentation materials for these meetings to Forward Pinellas. These will include business/development roundtable group discussions, presentations to neighborhood groups or local government boards, etc.

Task 2.15 SMT Meetings & Coordination

Meeting/s and /or conference calls to review draft existing conditions report and to date findings and conclusions of this Phase.

PHASE 3: VISION/PLANNING PRINCIPLES AND DESIGN FRAMEWORK**Task 3.1 Design and Implement Online Survey**

The WRT Team envisions the online survey as one strategy to reach those who cannot attend public meetings by mirroring questions that are asked at the public sessions. A variety of online survey tools may be used, including Type Form, SurveyMonkey, MetroQuest and other customizable tools that integrate seamlessly into the project website. The WRT Team will ensure that the online survey platform used will work on desktop and mobile devices. The online survey can be set up at local libraries and community centers to engage a wider audience. The survey will track participation by municipality and can include demographic questions (e.g., age, race/ethnicity) to help ensure representative participation in the process.

Task 3.2 Charrette 2 – Opportunities and Visioning Charrette with SMT / Key Stakeholders

Charettes will be held with SMT and Key Stakeholders to obtain feedback on key milestones of the Master Plan including alternatives or development concepts. As an option, the WRT Team may hold a multi-day design charrette to involve the community and stakeholders in development of Master Plan vision, concepts and strategies. A charrette is a more intensive process of analysis and concept development within a compressed time frame, and may be a more cost effective and efficient way to advance the Master Plan and meaningfully engage stakeholder in the process. This task will include a charrette to discuss and brainstorm opportunities and constraints, visioning and key planning and design principles for the overall study area.

Task 3.3 Refined Preliminary Vision / Planning and Design Principles / Sub-Area Themes

Develop draft vision, planning and design principles and sub-area themes from the input received from the public engagement, charrette 2 and existing conditions analysis completed in phase 2.

Task 3.4 Stakeholder and/or Focus Group Discussions/Stakeholder Round Tables (Up to 3)

The stakeholder and/or focus group discussions may take place in a number of formats and locations within the planning area depending on the key issues that emerge through the planning process. Once sub-area themes have been identified, and based on the alternatives developed during the planning process, the WRT Team will conduct focus groups to engage a demographically diverse group of people in guided discussions. The specific groups to be engaged will be based on input from the SMT. Potential groups may include: Real estate development; Business and Economic Development; Neighborhoods; Recreation, Arts and Tourism; and Public Services (e.g., schools).

Task 3.5 Preliminary Conceptual Development Framework and Renderings

Develop initial conceptual development framework and relevant renderings to highlight salient features of the framework options and their components for the overall study area and sub-areas.

Task 3.6 Agency Specific Coordination Sessions (FDOT and Other Agencies)

Coordination of findings from FDOT and other agencies related to ongoing studies and their impact and changes to the development framework options.

Task 3.7 Open House 2– Preliminary Framework

Present and discuss preliminary framework options with the public to gain input. This open house may be coordinated with Tampa Bay Next or other such public meetings with joint advertisement to improve public participation.

Task 3.8 Evaluation of Preliminary Framework Options (Overall Study Area – Fiscal, Mobility and Sustainability)

Evaluation of framework alternatives for fiscal impacts, mobility and sustainability goals of the Master Plan.

Task 3.9 Produce Vision and Preliminary Conceptual Development Framework Summary

Finalize vision map, vision statement, and preliminary development framework for the overall study area and sub-areas.

Task 3.10 Phase 3 Community Briefings and Updates (Website/Social Media)

Community meetings and briefings led by Forward Pinellas to discuss Plan vision and planning and design principles. The WRT Team will provide presentation materials for these meetings to Forward Pinellas.

Task 3.11 SMT Meetings & Coordination

Revised vision and preliminary development framework for the overall study area and sub-areas based on comments received from the SMT. Regular coordination calls during the entire phase with the SMT.

PHASE 4: MASTER PLAN DEVELOPEMENT

Task 4.1: Sub-Area Alternatives Development and Analysis (Up to 3)

Consistent with the Countywide Plan and the performance-based, outcome-driven planning process under development by Forward Pinellas, the first step of this task will identify and select performance measures for use in evaluation of alternatives and monitoring of the plan's effectiveness. Performance measures will reflect stakeholder and community input, and will guide strategies to strengthen overall access and connectivity within the study, support economic development objectives, and provide for a more resilient and sustainable future.

Development of Land Use-Transportation Scenarios

With input from the *Tampa Bay Premium Transit Feasibility Study* and stakeholder input, the WRT Team will develop up to three (3) scenarios as a framework for how growth and development may occur in the study area. It is expected that these scenarios for the study area will pivot from larger LRTP scenarios (scenarios for regional LRTP are expected to be developed by April/May 2018, with a hybrid selected by summer/fall 2018). The scenarios may be focused on specific sub-areas or on an overall development plan, and will reflect different areas of focus for intensity/density, transportation connections and transit service options, and land use/design concepts. Scenarios will present alternative ways to support specific programmed or planned transportation and land development projects.

The SMT will participate in the development and evaluation of the scenarios.

Using the performance measures selected, the WRT Team will put the scenarios or alternatives through an evaluation that considers the following factors: accommodation of future travel demand, economic development goals and objectives, environmental impacts, infrastructure capacity and resilience, and community support.

Task 4.2 Development of Performance Measures and Analysis of Alternatives

The WRT team will develop performance measures to evaluate alternatives through the lens of following components:

- Sustainability, resiliency and the natural environment
- Infrastructure and Utilities

- Mobility- Kimley-Horn will assist in developing high-level multimodal performance measures for use in evaluation of alternatives and monitoring of the plan's effectiveness.
- Urban Design and Identity
- Economic Development

Based on the performance measures developed, S.B. Friedman as part of the WRT Team, will evaluate sub-area alternatives including conducting an economic impact analysis of up to 3 development scenarios. (This may include either 3 scenarios for a single sub area or 1 development scenario for each of three sub areas).

1) S.B. Friedman will use CoStar data and/or GIS based data from the existing conditions work in Step 2 above to establish "base conditions" data for each area under analysis (building square footage, occupancy, land use, tenant type) and will estimate current employment based on InfoUSA and other data sources/benchmarks.

2) The WRT Team will provide take off data (square footages and land use information) from the preliminary concept plans.

3) S.B. Friedman will use IMPLAN to analyze the net economic impact at the Pinellas County level of intensification of land use (wages and economic output).

Deliverables for this task will include a summary of performance measures and analysis.

Task 4.4 Charrette 3 – Economic Development / Alternatives / Catalyst Charrette

Charrette with SMT and Key Stakeholders to discuss alternatives and their economic development potential, catalytic sites and policy recommendations that are necessary for implementation and regulatory approval.

Task 4.5 Order of Magnitude Cost Estimates and Financial Resources for LRTP

The WRT Team will develop planning-level costs for key public projects, as appropriate. Costs will be developed from input provided by Partner agencies and experience in Pinellas County and elsewhere. Each scenario or project will also consider the potential change in anticipated future revenues from taxable property, fees, tolls and other sources. Working closely with the SMT and key stakeholders, a preferred scenario will be defined.

The WRT Team will work with Forward Pinellas to develop a summary memo that describes the resources needed to integrate recommendations of the Master Plan with the proposed LRTP.

Task 4.6 Agency Specific Coordination Sessions (FDOT and Other Agencies)

Coordination of findings from FDOT and other agencies related to ongoing studies and their impact and changes to the development framework options.

Task 4.7 Identification of Catalyst Sites and Projects

Identify catalytic sites and projects within sub-areas in accordance with the development framework. These sites are identified based on implementation and funding potential including public private partnership potential and ability of projects to provide impetus for infrastructure improvements. Opportunities for land assembly will be identified in this task.

Task 4.8 Preliminary Recommendations

Finalize preferred alternative and recommendations for the master plan.

Task 4.9 Plan Update Presentations

Plan update meetings with the partners may be necessary at this stage of the master planning process. It is envisioned that the WRT Team may provide necessary materials for Forward Pinellas for these meetings.

Task 4.10 Focus Group Discussions / Stakeholder Round Tables (Up to 3)

Additional focus group and/or stakeholder meetings to discuss preliminary plan recommendations.

Task 4.11 Draft Master Plan Report Outline

Develop draft Master Plan outline incorporating findings of the planning process and in-coordination with the consultant team for discussion and feedback from the SMT.

Task 4.12 Master Plan Development

This task organizes the overall study area and individual sub-areas into a cohesive development strategy to align land use and transportation strategies; leverage, maximize and sustain the economic value of publicly-owned land; enable private development activity that complements regional, countywide and local planning efforts and helps to advance publicly-funded projects to achieve shared outcomes; and improve access and economic opportunity to support target industries, existing businesses and the neighborhoods within the study area.

Master Plan elements will include the following:

Task 4.12.1 Land Use/Development Plan

The Master Plan will define future land use map and policy changes needed to support or reinforce the planned character in the sub-areas and potential emerging centers within the study area. This will build upon the design principles established as part of the preferred scenario for each sub-area. The land use recommendations will address the issue of preserving and maximizing land for high-wage employment while allowing a mix of uses to support the workforce, while design recommendations will address compatibility with existing neighborhoods, reflecting the existing and anticipated future context of sub-areas, neighborhoods and blocks within the study area. In areas identified for transit service improvements, land uses and densities that are supportive of transit service will be recommended.

The Master Plan will provide a context-based design framework for each sub-area, addressing the existing and planned development character in terms of usage type, intensity and density, building height, scale, orientation, provision of parking, connectivity, etc. A typology of center and corridor development options will be prepared for different contexts or sub-areas as a guide to prohibited, permitted and encouraged development characteristics. This task will essentially confirm the Sub-Area Plans and identify specific catalyst or demonstration projects that will be central to the sub-area's evolution toward desired outcomes.

The WRT Team will develop a limited number of illustrations and renderings for selected sites/districts as appropriate to convey the scale, intensity and design characteristics of key development and transportation projects that are important to the success of each sub-area. The illustrations will reinforce design principles as established through the alternatives analysis and public engagement process.

Task 4.12.2 Multimodal Transportation

Transportation plan elements will reinforce the land use/development plan for the overall study area and individual sub-areas. The plan will identify how to reinforce the success of regional transportation capital projects, such as the Gateway Expressway project, the I-275/Howard Frankland Bridge, Gandy Boulevard, US 19 and potential regional premium transit projects. This will include defining how strategic park-and-ride locations, transit intermodal centers, bus transfer facilities and trail heads will be located and designed to provide connectivity and access to services and land development. The transportation plan will define surface street connections and improvements to the city and county roadway network that are critical to ensuring better multimodal access/safety that complements regional access and supports land development plans. A Complete Streets strategy for the study area and its sub-areas will be defined through close coordination with each of the four local governments. Conceptual improvements will be summarized in a map series for the following:

- High-level recommendations related to freight transportation will define preferential freight corridors and design treatments that facilitate access to and from manufacturing and distribution facilities.
- A transit service strategy will define the complementary local bus network and capital facilities needed to support land use/urban design strategies and regional investments.
- Bicycle and pedestrian strategies will enhance overall connectivity and safety for non-motorized transportation users in the study area. These recommendations will build upon the Pinellas County Bicycle and Pedestrian Master Plan, local government plans and policies, and the Pinellas Trail and complementary network, the plan will identify projects to complete gaps in the sidewalk and bike facility network and enhance overall connectivity and safety for non-motorized transportation users.

The transportation recommendations will integrate findings and analysis from complementary projects like Regional Intermodal Center Conceptual Development, Gateway Intermodal Center Study, (FDOT) and Regional Premium Transit Study among others.

Task 4.12.3 Utilities and Public Facilities

In coordination with each local government, the Master Plan will identify capacity improvement needs for stormwater, sewer and other utilities necessary for the desired level of economic development in each sub-area. Given the coastal vulnerability of much of the study area, the plan will identify public infrastructure strategies that will make the area more resilient to climate or man-made impacts.

Task 4.12.4 Environment

A green element of the Master Plan will define natural areas and open space that should be preserved, and where opportunities exist, enhance connectivity to public open space for recreation and health. The plan will identify strategies to reduce development intensity in coastal high hazard areas and to mitigate the impacts of development elsewhere on natural systems.

Task 4.12.5 Capital Projects and Infrastructure Financing Options Analysis

Based on the screening of alternatives, the Master Plan will identify specific capital project improvement needs for the study area overall and by sub-area. The WRT Team will refine project costs as necessary from the initial evaluation and prepare an analysis of social, environmental, economic and fiscal impacts of capital improvements at the sub-area level. Potential revenue sources to fund capital projects will be identified, including both public and private sources as appropriate. Annual operating costs associated with transit service improvements will be identified, as well as transit vehicle capital needs associated with these improvements.

The Master Plan will identify and select capital project priorities based on funding and partnership opportunities, timing of demand, and stakeholder and community input. Projects will be grouped into near-term, mid-term and long-term priority categories, and any precedent actions necessary to advance a project will be defined. Priorities will be identified for the study area overall and within each sub-area.

Task Deliverables:

The work product of this task will be a draft Master Plan document that ties together the sub-area plans into an overall land use and transportation strategy for the Gateway/Mid-County area. The plan will define the linkage between regional transportation initiatives and necessary local transportation connectivity plans within the study area, and how other capital projects, policies and design principles can be used to create a stronger sense of identity and generate greater economic value. A capital improvement plan will be developed for reference by state, regional and local agencies.

Task 4.13 Phase 4 Community Briefings and Updates (Website/Social Media)

Community meetings and briefings led by Forward Pinellas to discuss Plan recommendations. The WRT Team will provide presentation materials for these meetings to Forward Pinellas.

Task 4.14 SMT Meetings & Coordination

Revise draft master plan and recommendations based on comments received from the SMT.
Regular coordination calls during the entire phase with the SMT.

PHASE 5: IMPLEMENTATION STRATEGY

Task 5.1 Charrette 4 – Recommendations, Priorities and Actions with SMT / Key Stakeholders

A longer SMT Meeting to discuss plan recommendations, priorities and actions with SMT and Key Stakeholders.

Task 5.2 Preliminary Phasing and Implementation Strategy

In close coordination with Study Partners and stakeholders, this task will define critical implementation actions necessary to advance the Master Plan to achieve desired outcomes. Implementation will focus not solely on capital projects, but will address policy, regulatory and educational activities that are needed. Consistent with the Forward Pinellas transportation planning process, this task will define targets for performance measures that will be used to help gauge the effectiveness or success of the plan over time.

The capital project priorities and programming opportunities will be defined, with a lead and supporting agency or agencies listed for each. Similarly, policy or process initiatives will be defined with a lead entity and precedent actions identified. The implementation plan will address ways to tap into potential funding sources and opportunities for public-private partnerships that can leverage the use of federal, state or local funds.

The WRT Team will prepare a set of design guidelines or standards that address the principles for development appropriate to each subarea. The design guidelines will focus primarily on the private realm for future development and redevelopment as it occurs, but will also address public realm projects like corridor plans, open space and transportation connections. Recommendations for changes to the Countywide Plan will be defined, as well as recommended potential changes to local government land development regulations or comprehensive plan policies. Design guidelines will speak to the relevant context for development projects, such as a typology of centers or corridors and streets.

The implementation plan will clearly define roles and responsibilities for each of the Study Partners as well as key stakeholders in the public or private sector. This will address aspects of coordination and governance, (e.g., collaboration, regulation or oversight) necessary to further the goals of the plan, and strategic actions that depend on consensus from two or more agencies to move forward with a particular concept or strategy.

Task Deliverables:

The work product of this task will be an implementation strategy report and an appendix of design guidelines.

Task 5.3 Regulatory Framework

Draft and final regulatory policy framework of the Master Plan highlighting next steps and actions.

Task 5.4 Preliminary Urban Design Guidelines

WRT will develop preliminary urban design guidelines as part of the Master Plan to describe the built form, public realm and landscape character that supports the Master Plan framework. Detailed design guidelines are proposed for a future stage based on funding and support of the recommendations in this study.

Task 5.5 Final Renderings and Marketing Materials

Develop draft and final renderings of the plan recommendations highlighting important elements and framework components. Produce a marketing brochure and/or executive summary of the project.

Task 5.6 Agency Specific Coordination Sessions (FDOT and Other Agencies)

Coordination of findings from FDOT and other agencies related to ongoing studies and their impact and changes to the development framework options.

Task 5.7 Open House/Plan Unveiling Celebration Event

Opportunity to share final master plan with wide public. This can be done in coordination with other planning efforts. The WRT Team will provide support for Forward Pinellas and Partners.

Task 5.8 Plan Update / Plan Adoption Meetings

Plan update and adoption meetings that may be necessary at this stage of the master planning process. It is envisioned that the WRT Team may provide necessary materials for Forward Pinellas for these meetings.

Task 5.8 Production of Draft 1 Master Plan Report

First Draft of the Master Plan Report to be sent to Forward Pinellas and SMT for review and comments (up to 10 copies).

Task 5.9 Phase 5 Community Briefings and Updates (Website/Social Media)

Community meetings and briefings led by Forward Pinellas to discuss preliminary phasing and implementation strategy. The WRT Team will provide presentation materials for these meetings to Forward Pinellas.

Task 5.10 SMT Meetings & Coordination

Revise implementation strategy based on comments received from the SMT. Regular coordination calls during the entire phase with the SMT.

PHASE 6: FINAL DOCUMENTATION, PLAN PRODUCTION AND ADOPTION/ENDORSEMENT**Task 6.1 Distribution and Review of Draft Master Plan Report**

Incorporate comments received from the SMT and revise Draft Master Plan report. Send revised Draft for review and comments to SMT, Stakeholders and Key Partners.

Task 6.2 Phase 6 Community Briefings and Updates (Website/Social Media)

Community meetings and briefings led by Forward Pinellas to discuss preliminary phasing and implementation strategy. The WRT Team will provide presentation materials for these meetings to Forward Pinellas.

Task 6.3 Incorporate Comments into Final Master Plan Report

Incorporate comments received from the SMT and produce Final Master Plan report.

Task 6.4 Agency Specific Coordination Sessions (FDOT and Other Agencies)

Coordination of findings from FDOT and other agencies related to ongoing studies and their impact and changes to the development framework options.

Task 6.5 Open House 3 – Plan Unveiling Event (s) (Up to 1)

When the final plan is ready for public launch, the WRT team proposes having a special event to officially launch the plan. This would provide an opportunity for WRT and the SMT to answer questions, build excitement and stoke interest in implementation activities. This could be tied into special events that already take place in the area.

Task 6.6 Plan Update / Plan Adoption Meetings

A critical part of the Gateway/Mid-County Area Master Plan is the extent to which the plan is endorsed or adopted as a policy by the Study Partners and key stakeholders. This task will be used to compile a draft and final document that unifies the individual task work products into a cohesive stand-alone final report. Following review of the draft Master Plan, a final document will be produced that addresses or acknowledges all comments received from reviewing partner agencies.

A Master Plan final report will be produced in print and electronic versions, with a consistent format designed for readability. The report will include an Executive Summary and a PowerPoint presentation that can be distributed and presented to local governments, community groups and stakeholder agencies.

The final documentation will outline a multi-year implementation process by which Forward Pinellas and Study Partners agree to report on their actions taken to advance the Master Plan (e.g., comprehensive plan and land development code amendments), and document how the targets identified as measures of effectiveness are being achieved on a year to year basis.

The report will outline a mechanism for convening the Study Partners to periodically share information and define joint activities that will further the goals and achieve objectives defined in the plan.

A Memorandum of Agreement will be drafted for signature by a representative of the Study Partners (local governments and Forward Pinellas) following action taken by the governing board to endorse or adopt the plan. The Memorandum will commit the organizations to working in partnership to fulfill the goals and guiding principles of the Master Plan rather than any single specific action.

Throughout the development of the Master Plan, Forward Pinellas staff will engage the Florida Department of Economic Opportunity to ensure they are aware of the scope of the project and informed of any project recommendations as they are developed.

Task 6.7 SMT Meetings & Coordination

Review comments received during plan adoption phase and outline next steps for the project in collaboration with the SMT. Regular coordination calls during the entire phase with the SMT.

City of

PINELLAS PARK

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

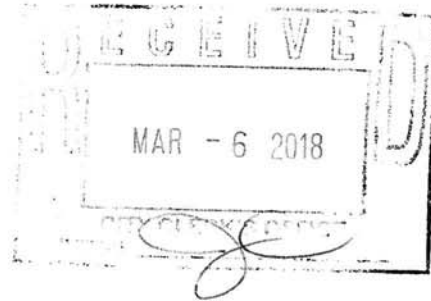
Please Respond To:

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FAX • (727) 544-7448

March 5, 2018



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

RE: City Document #18-066
Forward Pinellas Interlocal Agreement

Dear Ms. Gademer:

I have received and reviewed the above-referenced non-substantive changes that were made to the previously approved Interlocal Agreement between Forward Pinellas, Pinellas County, Largo, Pinellas Park and St. Petersburg (City Document 18-049). I would approve of the changes 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, Asst. City Manager
Dan Taylor, Community Planning Director

JWD/dh



PRINTED ON RECYCLED PAPER



City of Pinellas Park

Staff Report

File #: 18-403, **Version:** 1

Agenda Date: 3/22/2018

CONSIDERATION OF A REQUEST FOR A MINOR AMENDMENT TO A PREVIOUSLY APPROVED “RPUD” RESIDENTIAL PLANNED UNIT DEVELOPMENT OVERLAY AND MASTER PLAN TO DEVELOP PHASE II OF THE ORIGINAL DENSITY, LESS ONE BUILDING ON THE MASTER SITE PLAN (PUD 2011-2(R)2, Apartments at Gateway II, LLC)

NOTE: Pursuant to Section 18-1529.12(B) of the Land Development Code, the applicant has requested a minor amendment to the PUD Master Plan, specifically Phase II of the previously approved Epic at Gateway apartment complex. The previous PUD approval included a total of 432 apartments on a 39 acre (MOL) property in two phases. Phase II was to be 4 buildings and 144 parking spaces. This amendment to the plan includes a reconfiguration of buildings, elimination of one building and modifying the unit mix to reduce the number of three-bedroom units and include more studio units. The changes included in this amendment qualify for approval by City Council without a public hearing or public notice. Staff had no objections and confirms that the intent of the Master Plan has not changed.

ACTION: After review of the Master Plan and the review criteria of Section 18-1539.3 and Section 18-1529.12, I move to approve - deny Case No. PUD 2011-02(R)2 for the acceptance of a minor amendment to the Master Plan within an “RPUD” Residential Planned Unit Development Overlay (“M-1” and “B-1” underlying zoning) or a zoning classification of lesser intensity as identified in Chapter 18, Land Development Code of the City Code of Ordinances on 39.006 acres (M.O.L.) of land generally located at the southwest corner of Gateway Centre Boulevard and Gateway Centre Parkway for the development of Phase II of a 432-unit apartment community, subject to the following condition:

1. All previous conditions of approval and Master Site Plan waivers and variances in PUD 2011-2(R) shall remain in full force and effect.

I. GENERAL INFORMATION

A. Request:

Consideration of a request for a minor amendment to a previously approved "RPUD" Residential Planned Unit Development Overlay to develop Phase II of the original density, less one building on the Master Site Plan.

B. Proposed use: Epic at Gateway Apartments, Phase II

C. Location: Southwest corner of Gateway Centre Blvd. and Gateway Centre Parkway

D. Site Area: 39 acres (MOL)

E. Land Use Plan Designation: Commercial General (CG) and Industrial Limited (IL)

Zoning Classification: "RPUD" Residential Planned Unit Development Overlay
Underlying "M-1" Light Industrial Zoning and
"B-1" General Commercial Zoning

F. Public Notification: N/A

G. Legal Advertising: N/A

H. Legal Description: See attached Exhibit "A"

II. SITE AND VICINITY CHARACTERISTICS

A. Zoning/Development History:

The subject parcel is vacant land subject to the recorded Covenants, Conditions, and Restrictions that set forth design standards that must be adhered to when developing with in the Gateway Centre. This is a request to amend Phase II of the site plan by deleting a previously approved building and building the remaining 112 apartments in three buildings, rather than the previously approved four buildings in Phase II. The general layout of the buildings and parking lot have not been changed. The number of proposed units has not been changed.

B. Site Characteristics:

The subject parcel is vacant land south of Gateway Centre Blvd approximately 250 feet west of the Gateway Centre Parkway

C. Vicinity Characteristics:

AREA	ZONING	LAND USE	EXISTING CONDITIONS
NORTH	M-1	IL	Gateway Centre Boulevard, Polypack and vacant industrial land
SOUTH	RPUD	IL	Phase I of the Epic at Gateway Apartments
EAST	RPUD	IL	The tennis courts of Phase I of Epic at Gateway Apartments
WEST	RPUD	IL	A storm water retention pond in Phase 1 of Epic at Gateway Apartments

D. Essential Services Summary:

Assistant City Manager: No objection

Zoning Director: No objection

Life Safety Management: *Final site plan will need to comply with the Fla. Fire Prevention Code*

Building Division: No objection

Army Reserve Medical Command: Not received

Community Planning:

No objection. *The Planning Division's references to the consistency of the proposal to the Policies of the Comprehensive Plan. Those references are available in the staff file.*

Police Department:

No objection

PPWMD:

No objection

Public Works Divisions:

Administrator:

No objection

Engineering Services:

No objection/Comments sent directly to applicant

Utilities Director:

No objection

Transportation and Stormwater Div:

No objection

III. MASTER PLAN REVIEW

- A. Ingress and egress to the development and proposed structures and all with particular reference to automotive and pedestrian safety, separation of automotive traffic and control, provision of services and servicing of utilities and refuse collection and ingress/egress in case of fire, catastrophe and emergency.

Analysis: There are no changes proposed to the interior circulation or to ingress and egress from the site. All interior vehicular areas are owned and maintained by the property owner

Traffic impacts are as follows:

1. Characteristics:

ACCESS / DESIGNATION	
Grand Avenue	local
Gateway Centre Parkway	local
EXISTING CONDITIONS	
Grand Avenue	4-lane divided urban/rural
Gateway Centre Parkway	6-lane divided

2. Trip Generation:

BY PREVIOUS USE: multifamily apartment units
6.6 trips per dwelling unit X 432 = 2,851 trips per day
BY PROPOSED USE – multifamily apartment units
6.6 trips per dwelling unit X 432 = 2,851 trips per day

3. Level of Service:

Grand Avenue	Arterial
Gateway Centre Parkway	N/A*
Gateway Centre Blvd	N/A*

*LOS is not classified for local streets.

- B. Location and relationship of off-street parking and off-street loading facilities to driveways and internal traffic patterns within the proposed development with particular reference to automotive and pedestrian safety, traffic flow and control, access in case of fire or catastrophe, and screening and landscaping.

Analysis: The amendment to the plan does not change the previously approved parking layout of access or egress to the site.

- C. Sufficiency of setbacks, screens, buffers and general amenities to preserve internal and external harmony and compatibility with uses inside and outside the proposed development and to control adverse effects of noise, lights, dust, fumes, and other nuisances.

Analysis: The setbacks, screening, buffers and general amenities are not being modified. The elimination of one building increases the amount of open space.

- D. Drainage on the property with particular reference to the effect of provisions for drainage on adjacent and nearby properties and the use of on-site retention systems. City Council may grant approval, subject to approval by the City Manager, or his designee, of a drainage plan as required by the City Drainage Code.

Analysis: The existing retention is not being modified. The elimination of one building increases pervious surface area.

- E. Availability and compatibility of hook-in locations between the project and necessary utilities.

Analysis: Existing infrastructure for water and sewer services is adequate and reasonably available to meet the needs of the site.

- F. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effects, and compatibility and harmony with adjacent properties.

Analysis: Any signage desired will need to meet the requirements of Article 6, Signs, of the Land Development Code and will be reviewed with Final Site Plan Review. Exterior lighting shall be limited to internal vehicular use areas and shall not spill over into abutting properties or rights-of-way as much as possible by installation of cut-off fixtures that direct light to the pavement.

- G. Orientation and location of buildings, recreational facilities and open space in relation to the physical characteristics of the site, the character of the neighborhood and the appearance and harmony of the building with adjacent development surrounding landscape.

Analysis: This amendment does not change the location of the previously approved buildings or recreation facilities. It does increase the open space with the elimination of one building.

- H. Proximity, relationship and compatibility of existing and proposed surrounding land use.

Analysis: Existing uses are not impacted by the proposed PUD amendment.

- I. General amenities included as part of the development to complement the character of the surrounding area.

Analysis: The proposed change increases the open space for the entire development from 65.88% to 66.05%.

- J. Treatment and location of handling of solid waste disposal.

Analysis: The proposed amendment does not impact solid waste disposal.

- K. Landscaping and preservation of natural or man-made features of the site including trees and other vegetation.

Analysis: There will be more open space on the site allowing for additional landscaping.

IV. DEVELOPMENT CONSIDERATIONS

1. Application for building permits shall be submitted within six (6) months of Master Plan approval.
2. The developer shall provide such documents as referenced in Section 18-1529.4 relative to unified control and assurances related to completion of the project.

V. MOTION

After review of the Master Plan and the review criteria of Section 18-1539.3 and Section 18-1529.12, I move to APPROVE/DENY Case No. PUD 2011-02(R)2 for the acceptance of a minor amendment to the Master Plan within an "RPUD" Residential Planned Unit Development overlay ("M-1" and "B-1" underlying zoning) or a zoning classification of lesser intensity as identified in Chapter 18, Land Development Code of the City Code of Ordinances on 39.006 acres (M.O.L.) of land generally located at the southwest corner of Gateway Centre Boulevard and Gateway Centre Parkway for the development of Phase II of a 432-unit apartment community, subject to the following condition:

1. All previous conditions of approval and site plan waivers and variances in PUD 2011-2(R) shall remain in full force and effect.

LEGAL DESCRIPTION
Exhibit "A"

DESCRIPTION

A parcel of land lying in Sections 22, 23, 26, and 27, Township 30 South, Range 16 East, Pinellas County, Florida being parts of Parcels 4 and 5 of GATEWAY CENTRE BUSINESS PARK as per the map or plat thereof recorded in Plat Book 97, Page 1 of the Public Records of Pinellas County, Florida, being more particularly described as follows:

Commence at the most Southerly corner of said Parcel 5; thence on the Westerly boundary of said Parcel 5 and the West boundary of said Section 26, North 00°21'32" East, a distance of 1182.40 feet to the POINT OF BEGINNING, said point being on the Southerly boundary of that certain easement described in Deed Book 1319, Page 199 of the Public Records of Pinellas County, Florida; thence continue on the West boundary of said Section 26 and said Parcel 5, North 00°21'32" East, a distance of 33.90 feet to the Northwest corner of the Southwest 1/4 of said Section 26; thence continue on said West boundaries, North 00°21'32" East, a distance of 331.79 feet; thence departing said West boundary, the following seven (7) courses on the Southerly and Westerly boundaries of said Parcel 5: (1) North 89°43'55" West, a distance of 79.68 feet; (2) North 00°16'17" East, a distance of 40.00 feet; (3) North 00°21'03" East, a distance of 125.91 feet; (4) North 89°43'25" West, a distance of 99.53 feet; (5) North 00°20'04" East, a distance of 125.92 feet; (6) North 00°16'47" East, a distance of 40.00 feet; (7) North 89°42'56" West, a distance of 67.11 feet to a point on the Easterly boundary of that certain 50 foot wide Florida Power Corporation Easement described in Official Records Book 3267, Page 22 of the Public Records of Pinellas County, Florida; thence on said Easterly boundary, North 28°28'14" West, a distance of 646.82 feet; thence North 00°15'38" East, a distance of 117.64 feet; thence on the Northeasterly boundary of that certain 15 foot wide Perimeter Wall Easement as described in Official Records Book 7591, Page 836 of the Public Records of Pinellas County, Florida, and the Southeasterly extension thereof, North 47°44'06" West, a distance of 110.15 feet; thence on the Northerly boundary of said 15 foot wide Perimeter Wall Easement, South 83°38'58" West, a distance of 21.81 feet to a point on the Easterly boundary of said certain 50 foot wide Florida Power Corporation Easement; thence on said Easterly boundary, North 28°28'14" West, a distance of 339.14 feet to a point on the Easterly boundary of that certain 20 foot wide Maintenance Easement as described in Official Records Book 7591, Page 858 of the Public Records of Pinellas County, Florida; thence the following six (6) courses on the Easterly boundaries of said certain easement: (1) North 27°40'03" East, a distance of 14.09 feet; (2) North 07°16'05" West, a distance of 66.82 feet; (3) North 31°54'10" West, a distance of 57.40 feet; (4) North 47°28'38" West, a distance of 54.53 feet; (5) North 33°47'59" West, a distance of 66.70 feet; (6) North 50°29'51" West, a distance of 22.60 feet to a point on the Easterly boundary of said certain 50 foot wide Florida Power Corporation Easement described in Official Records Book 3267, Page 22 of the Public Records of Pinellas County, Florida; thence North 28°28'14" West, a distance of 20.74 feet to a point on the Southeasterly boundary of said 20 foot wide Maintenance Easement as described in Official Records Book 7591, Page 858 of the Public Records of Pinellas County, Florida; thence on said Southeasterly boundary, North 22°11'57" East, a distance of 14.73 feet; thence on the Southeasterly boundary of said certain easement and the Northeasterly extension thereof, North 49°25'40" East, a distance of 103.19 feet to a point on the Southerly right-of-way line of Gateway Boulevard as shown on said plat of GATEWAY CENTRE BUSINESS PARK; thence the following seven (7) courses on said Southerly right-of-way line: (1) South 78°21'18" East, a distance of 294.73 feet to a point of curvature; (2) Easterly 383.35 feet along the arc of a curve to the left, said curve being concave Northerly, having a radius of 1949.88 feet, a central angle of 11°15'52", and a chord bearing and distance of South 83°59'14" East, 382.73 feet to a point of tangency; (3) South 89°37'10" East, a distance of 209.08 feet to a point on the East boundary of said Section 22; (4) continue South 89°37'10" East, a distance of 9.52 feet; (5) South 85°48'19" East, a distance of 150.33 feet; (6) South 89°37'10" East, a distance of 237.61 feet to a point on a non-tangent curve; (7) Southeasterly 75.28 feet along the arc of a curve to the right, said curve being concave Southwesterly, having a radius of 50.00 feet, a central angle of 86°15'38", and a chord bearing and distance of South 46°29'28" East, 68.37 feet to a point of reverse curvature, said point being on the Westerly right-of-way line of Gateway Centre Parkway as shown on said plat of GATEWAY CENTRE BUSINESS PARK; thence the following two (2) courses on said Westerly right-of-way line: (1) Southerly 531.08 feet along the arc of a curve to the left, said curve being concave Easterly, having a radius of 1482.41 feet, a central angle of 20°31'35", and a chord bearing and distance of South 13°37'28" East, 528.24 feet to a point of tangency; (2) South 23°53'15" East, a distance of 219.83 feet to a point on the Northerly boundary of that certain parcel of land conveyed to City of Pinellas Park by deed recorded in Official Records Book 17363, Page 405 of the Public Records of Pinellas County, Florida, also known as Grand Avenue; thence the following three (3) courses on the Northerly and Westerly boundaries of said certain parcel: (1) South 66°06'45" West, a distance of 161.16 feet to a point of curvature; (2) Southerly 1023.95 feet along the arc of a curve to the left, said curve being concave Easterly, having a radius of 528.37 feet, a central angle of 111°02'10", and a chord bearing and distance of South 10°35'40" West, 871.08 feet to a point of tangency; (3) South 44°55'25" East, a distance of 598.39 feet to a point on said Southerly boundary of that certain drainage easement described in Deed Book 1319, Page 199 of the Public Records of Pinellas County, Florida; thence on the Southerly boundary of said easement, North 80°26'18" West, a distance of 796.84 feet to the POINT OF BEGINNING.

The above described parcel contains 39.006 acres more or less, or 1,699,101 square feet more or less.

City of Pinellas Park, Florida
APPLICATION FOR PLANNED UNIT DEVELOPMENT (PUD)

FOR OFFICE USE ONLY

CASE #: PUD 2011-2(2)2 PZ MEETING: _____ CC/CRA MEETING: 3/22/18
PLAT SHEET: _____ RELATED CASES: _____ RECEIPT NUMBER: 243108
ZONING DISTRICT: _____ LAND USE DESIGNATION: _____ DATE RECEIVED: 2/14/18

REQUEST AND PROPERTY INFORMATION

REQUEST: RPUD Amendment to re-establish RPUD overlay a M-1 and B-1 zoned property to allow multi-family apartments (EPIC Phase II) on a 4.58 acre property immediately adjacent to completed Phase I (34.42 acres). Change to unit mix to add studios, change to building sizes, delete a building.

GENERAL LOCATION OF PROPERTY OR ADDRESS: Approx. 39 acres located at the SW corner of Gateway Center Blvd / Gateway Center Parkway, Pinellas Park

PROPERTY SIZE (Acreage or Square Feet): 39.09 acres (Phase II is 4.58 acres only)

CURRENT USE, NUMBER AND TYPE OF BUILDINGS: Phase I existing 320 apartments, Phase II vacant

PARCEL NUMBER(S): 22/30/16/30374/000/0501 & 22/30/16/30374/000/0403 (See attached Legal Description)

LEGAL DESCRIPTION: LOT _____, BLOCK _____, SUBDIVISION _____

OR METES AND BOUNDS DESCRIPTION (attach if lengthy):

OWNER/APPLICANT INFORMATION

PROPERTY OWNER: Apartments at Gateway II, LLC PHONE: (561) 832-1114

ADDRESS/CITY/ZIP: c/o TheRichman Group, 477 S Rosemary Avenue, Suite 301, West Palm Beach, FL 33401

AUTHORIZED AGENT: Robert Pergolizzi, AICP/PTP PHONE: (727) 524-1818

ADDRESS/CITY/ZIP: Gulf Coast Consulting, Inc. 13825 ICOT Blvd., Uite 605 Clearwater, FL 33760

OTHER REPRESENTATIVE: Sean Cashen, PE PHONE: (727) 524-1818

ADDRESS/CITY/ZIP: Gulf Coast Consulting, Inc. 13825 ICOT Blvd., Suite 605, Clearwater, FL 33760

AFFIDAVIT OF OWNERSHIP

STATE OF FLORIDA - COUNTY OF PINELLAS:

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

Apartments at Gateway, LLC (Phase I)

Apartments at Gateway II, LLC (Phase II)

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

ADDRESS OR GENERAL LOCATION:

39 acres at SW corner of Gateway Center Blvd & Gateway Center Parkway, Pinellas Park, FL

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

See Attached Legal Description

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

RPUD Amendment to modify Phase II of the RPUD

3. That the undersigned (has/have) appointed and (does/do) appoint Robert Pergolizzi as (his/their) agent(s) to execute any petitions or other documents necessary to affect such application.

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

[Signature]
SIGNED (PROPERTY OWNER)

[Signature]
SIGNED (PROPERTY OWNER)

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this February 1st, 2018

(Date)

By William T. Fabbri

(Name of person acknowledging and title of position)

who is personally known to me or who has produced

(Type of identification)

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



(SEAL ABOVE)

Notary Public, Commission No. FF143106

Leah N Stewart

Name of Notary typed, printed or stamped)

NARRATIVE SUMMARY FOR RPUD APPLICATION GATEWAY APARTMENTS

Owner /Applicant:

Apartments at Gateway, LLC & Apartments at Gateway II, LLC
c/o The Richman Group of Florida, Inc.
477 South Rosemary Avenue, Suite 301
West Palm Beach, FL 33401

Authorized Agent:

Mr. Sean P. Cashen P.E. LEED AP, and Robert Pergolizzi, AICP / PTP
Gulf Coast Consulting, Inc.
13825 ICOT Boulevard, Suite 605
Clearwater, FL 33760

The applicant is requesting to amend the previously approved RPUD overlay on a 39 acre property having B-1 & M-1 zoning within the City of Pinellas Park:

Parcel ID #: 22/30/16/30374/000/0501 (Phase I)
22/30/16/30374/000/0403 (Phase II)

This amendment is to cases previously approved by the City of Pinellas Park on September 13, 2012. Case # PUD2011-02(R)/BOA2012-20, CU2012-12, CU 2012-13, and MS 2012-25 which approved and RPUD for 432 apartment units, a variance for an eight (8) foot high fence in a B-1 zone, and a Conditional Use (CU) to allow building heights of 50 feet in an M-1 zone, and a parking variance for a total of 770 spaces (1.78 /unit) where 864 (2 spaces/unit) is required by code. Phase I has been completed and occupied and includes 320 apartments with 627 parking spaces. Phase II is currently vacant but is approved for 112 apartment units with 143 parking spaces.

This amendment seeks to modify Phase II only by changing the building configuration, eliminating a building, and modifying the unit mix to include studio apartments. The number of buildings in Phase II is being reduced from 4 buildings to 3 buildings, and the parking lot will contain 144 parking spaces (126 paved + 18 garages). The total parking for the RPUD will be 771 spaces consistent with prior approvals.

LAND USE/ZONING

The existing land use designation per the Future Land Use Plan is Commercial General (CG) and Industrial Limited (IL). The site is zoned B-1 (General Commercial District) and M-1 (Light Industrial District) with an RPUD overlay which allow multi-family residential development.

Surrounding uses include:

- North: Partially developed light-industrial uses, on property having IL land use and M-1 zoning.
- South: Sunset Palms MHP, automobile dealerships, proposed WAWA convenience store on land having CG and RLM land Use and CH and T-1 zoning.
- East: To the east are partially developed light-industrial uses on property having IL land use and M-1 zoning.
- West: Sunset Palms MHP on land having RLM land use and T-2 zoning. Progress Energy powerline.

A comparison to the previously approved PUD is provided below:

Since the amount of development of Phase II remains at 112 apartment units, the traffic impacts, water/sewer service impacts, solid waste collection impacts, and police/fire protection impacts are unchanged.

Building Setbacks:

All building setbacks are equal to or greater than the previously approved plan. The approved north setback was 109 feet from Gateway Center Blvd, the proposed north setback is 127 feet from Gateway Center Blvd.

Building Height:

The maximum building height is 40 feet in the M-1 zoning district and 50-feet in the B-1 zoning district. The previously approved RPUD granted a maximum building height of 58-feet (excluding elevator penthouse and parapet walls). The building heights will be 4-stories and will not exceed 58 feet.

Open Space:

Maximum lot coverage is 75% in both the M-1 and B-1 zoning districts, yielding a 25% open space requirement. The previously approved RPUD Plan contained 65.88% open space dispersed throughout the site. The revised RPUD plan contains slightly increased open (66.05%) space due to the elimination of a previously approved building, yielding larger buffers, and more usable and meaningful open space areas.

Parking:

The applicant had previously received a parking variance to a requirement to 1.78 parking spaces / unit for a minimum requirement of 770 spaces overall.

Phase I	320 units	570 spaces
Phase II	112 units	<u>200 spaces</u>
TOTAL	432 units	770 spaces

Currently 627 spaces exist in the RPUD. The proposed Phase II area will include 144 parking spaces, bringing the total parking to 771 spaces, thereby complying with the prior approved parking requirement and ratio. The applicant further agrees to provide bicycle racks near each building, and pedestrian connections to public roadways.

CONCLUSION

The proposed RPUD modifications are in character with the approved RPUD and generally consistent with the Land Development Code. The revised plan reduces the number of overall buildings, while providing setbacks, parking and open space in conformance with the previously approved RPUD Master plan.

LEGAL DESCRIPTION

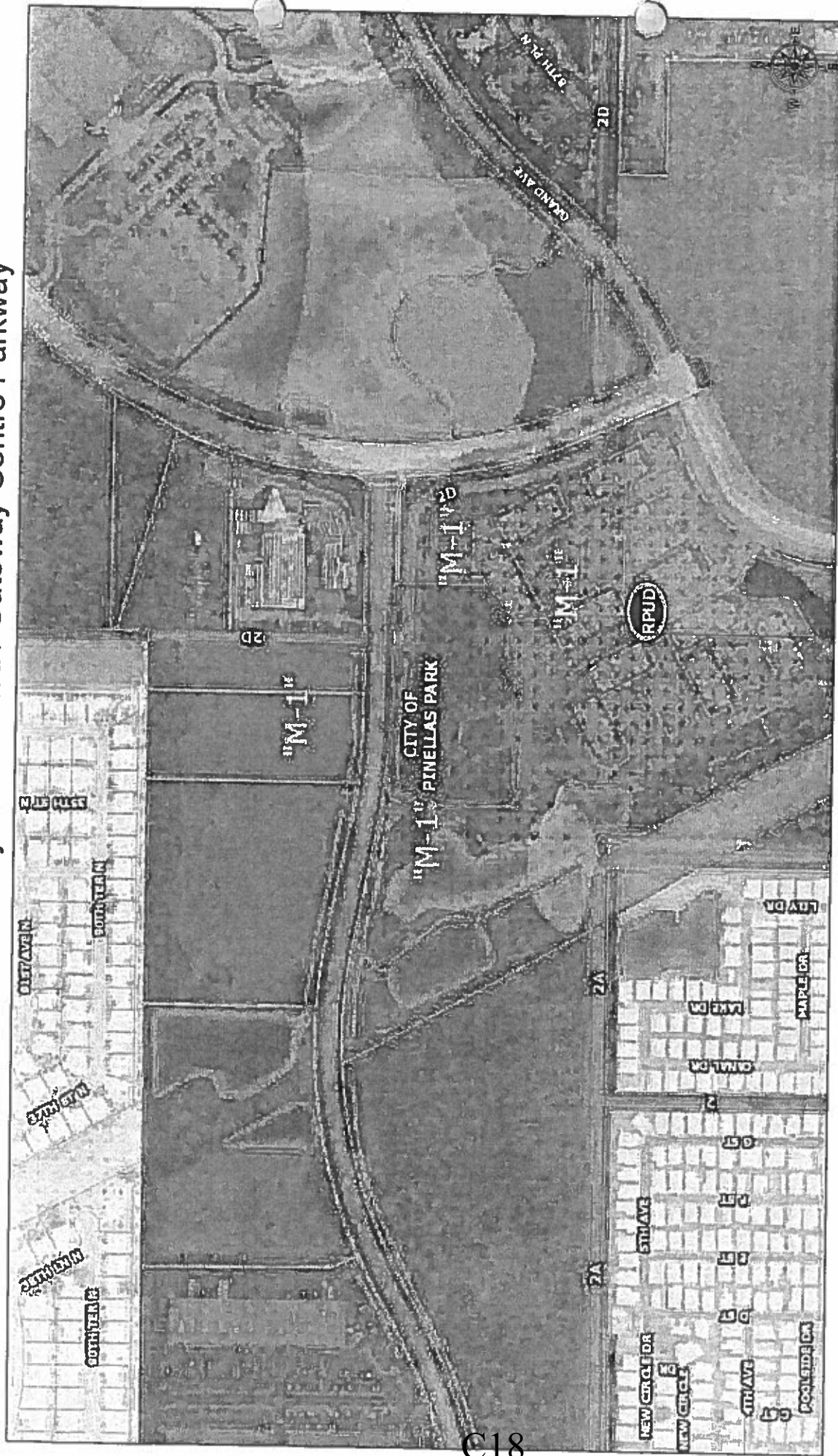
DESCRIPTION

A parcel of land lying in Sections 22, 23, 26, and 27, Township 30 South, Range 16 East, Pinellas County, Florida being parts of Parcels 4 and 5 of GATEWAY CENTRE BUSINESS PARK as per the map or plat thereof recorded in Plat Book 97, Page 1 of the Public Records of Pinellas County, Florida, being more particularly described as follows:

Commence at the most Southerly corner of said Parcel 5; thence on the Westerly boundary of said Parcel 5 and the West boundary of said Section 26, North 00°21'32" East, a distance of 1182.40 feet to the POINT OF BEGINNING, said point being on the Southerly boundary of that certain easement described in Deed Book 1319, Page 199 of the Public Records of Pinellas County, Florida; thence continue on the West boundary of said Section 26 and said Parcel 5, North 00°21'32" East, a distance of 33.90 feet to the Northwest corner of the Southwest 1/4 of said Section 26; thence continue on said West boundaries, North 00°21'32" East, a distance of 331.79 feet; thence departing said West boundary, the following seven (7) courses on the Southerly and Westerly boundaries of said Parcel 5: (1) North 89°43'55" West, a distance of 79.68 feet; (2) North 00°16'17" East, a distance of 40.00 feet; (3) North 00°21'03" East, a distance of 125.91 feet; (4) North 89°43'25" West, a distance of 99.53 feet; (5) North 00°20'04" East, a distance of 125.92 feet; (6) North 00°16'47" East, a distance of 40.00 feet; (7) North 89°42'56" West, a distance of 67.11 feet to a point on the Easterly boundary of that certain 50 foot wide Florida Power Corporation Easement described in Official Records Book 3267, Page 22 of the Public Records of Pinellas County, Florida; thence on said Easterly boundary, North 28°28'14" West, a distance of 646.82 feet; thence North 00°15'38" East, a distance of 117.64 feet; thence on the Northeasterly boundary of that certain 15 foot wide Perimeter Wall Easement as described in Official Records Book 7591, Page 836 of the Public Records of Pinellas County, Florida, and the Southeasterly extension thereof, North 47°44'06" West, a distance of 110.15 feet; thence on the Northerly boundary of said 15 foot wide Perimeter Wall Easement, South 83°38'58" West, a distance of 21.81 feet to a point on the Easterly boundary of said certain 50 foot wide Florida Power Corporation Easement; thence on said Easterly boundary, North 28°28'14" West, a distance of 339.14 feet to a point on the Easterly boundary of that certain 20 foot wide Maintenance Easement as described in Official Records Book 7591, Page 858 of the Public Records of Pinellas County, Florida; thence the following six (6) courses on the Easterly boundaries of said certain easement: (1) North 27°40'03" East, a distance of 14.09 feet; (2) North 07°16'05" West, a distance of 66.82 feet; (3) North 31°54'10" West, a distance of 57.40 feet; (4) North 47°28'38" West, a distance of 54.53 feet; (5) North 33°47'59" West, a distance of 66.70 feet; (6) North 50°29'51" West, a distance of 22.60 feet to a point on the Easterly boundary of said certain 50 foot wide Florida Power Corporation Easement described in Official Records Book 3267, Page 22 of the Public Records of Pinellas County, Florida; thence North 28°28'14" West, a distance of 20.74 feet to a point on the Southeasterly boundary of said 20 foot wide Maintenance Easement as described in Official Records Book 7591, Page 858 of the Public Records of Pinellas County, Florida; thence on said Southeasterly boundary, North 22°11'57" East, a distance of 14.73 feet; thence on the Southeasterly boundary of said certain easement and the Northeasterly extension thereof, North 49°25'40" East, a distance of 103.19 feet to a point on the Southerly right-of-way line of Gateway Boulevard as shown on said plat of GATEWAY CENTRE BUSINESS PARK; thence the following seven (7) courses on said Southerly right-of-way line: (1) South 78°21'18" East, a distance of 294.73 feet to a point of curvature; (2) Easterly 383.35 feet along the arc of a curve to the left, said curve being concave Northerly, having a radius of 1949.88 feet, a central angle of 11°15'52", and a chord bearing and distance of South 83°59'14" East, 382.73 feet to a point of tangency; (3) South 89°37'10" East, a distance of 209.08 feet to a point on the East boundary of said Section 22; (4) continue South 89°37'10" East, a distance of 9.52 feet; (5) South 85°48'19" East, a distance of 150.33 feet; (6) South 89°37'10" East, a distance of 237.61 feet to a point on a non-tangent curve; (7) Southeasterly 75.28 feet along the arc of a curve to the right, said curve being concave Southwesterly, having a radius of 50.00 feet, a central angle of 86°15'38", and a chord bearing and distance of South 46°29'28" East, 68.37 feet to a point of reverse curvature, said point being on the Westerly right-of-way line of Gateway Centre Parkway as shown on said plat of GATEWAY CENTRE BUSINESS PARK; thence the following two (2) courses on said Westerly right-of-way line: (1) Southerly 531.08 feet along the arc of a curve to the left, said curve being concave Easterly, having a radius of 1482.41 feet, a central angle of 20°31'35", and a chord bearing and distance of South 13°37'28" East, 528.24 feet to a point of tangency; (2) South 23°53'15" East, a distance of 219.83 feet to a point on the Northerly boundary of that certain parcel of land conveyed to City of Pinellas Park by deed recorded in Official Records Book 17363, Page 405 of the Public Records of Pinellas County, Florida, also known as Grand Avenue; thence the following three (3) courses on the Northerly and Westerly boundaries of said certain parcel: (1) South 66°06'45" West, a distance of 161.16 feet to a point of curvature; (2) Southerly 1023.95 feet along the arc of a curve to the left, said curve being concave Easterly, having a radius of 528.37 feet, a central angle of 111°02'10", and a chord bearing and distance of South 10°35'40" West, 871.08 feet to a point of tangency; (3) South 44°55'25" East, a distance of 598.39 feet to a point on said Southerly boundary of that certain drainage easement described in Deed Book 1319, Page 199 of the Public Records of Pinellas County, Florida; thence on the Southerly boundary of said easement, North 80°26'18" West, a distance of 796.84 feet to the POINT OF BEGINNING.

The above described parcel contains 39.006 acres more or less, or 1,699,101 square feet more or less.

S.W. Corner of Gateway Centre Blvd / Gateway Centre Parkway



February 14, 2018

- CSX Railroad Lines
- Channels
- Centerlines
- Waterbodies
- Pinellas Park
- Rights of Way
- Channel
- Ditch
- DRY
- WET

1:5,065

0 0.0425 0.085 0.17 mi
0 0.05 0.1 0.2 km

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

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City of Pinellas Park

Staff Report

File #: 18-404, Version: 1

Agenda Date: 3/22/2018

ORDINANCE NO. 4059. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, FLORIDA ADOPTING AN AMENDED MASTER PLAN CONTROLLING DEVELOPMENT OF A COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) WITH UNDERLYING “B-1” GENERAL COMMERCIAL ZONING ON CERTAIN PARCELS OF LAND GENERALLY LOCATED AT 9400 US HIGHWAY 19 AND MORE PARTICULARLY DESCRIBED IN EXHIBIT “A” WHICH IS ATTACHED HERETO AND MADE A PART THEREOF; ADOPTING A REVISED MASTER PLAN AND SUPPORTING DOCUMENTATION FOR A SUBDIVISION INTO TWO PARCELS; IMPOSING CONDITIONS OF DEVELOPMENT; CERTIFYING CONSISTENCY WITH THE CITY’S ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. (PUD 2000-5(R)5/BOA 2018-13, Capital Resources of Florida, LLC)

**FIRST READING PRIOR TO PUBLIC HEARING
(Public Hearing April 12, 2018 - QUASI JUDICIAL)**

NOTE: This is a request to amend a previously approved (PUD) Planned Unit Development Overlay with underlying “B-1” General Commercial Zoning and adopt a revised Master Site Plan for the subdivision into two parcels and development of 280 apartment units and a convenience store with gas pumps. This request also includes a variance to parking from approximately 2 spaces per multifamily unit to 1.9 spaces per unit. In addition, a variance is requested to increase fence height in the front yard from 4 feet to 6 feet in order to gate the entire residential property. On March 1, 2018, the Planning and Zoning Commission recommended APPROVAL of this request, subject to the following conditions:

1. Development controls are established through the development order, consisting of the application, staff report and preliminary and final site plans, along with any accompanying text or graphics that constitute land development regulations applicable to the subject site. The submitted site plan, prepared by Native Engineering, last revised on January 22, 2018, and as may be directed by City Council to revise as a result of their review, shall be accepted as the controlling site plan for the development. All regulations not addressed in the site plan and supporting documentation shall default to Code in effect at the time of “CPUD” Commercial Planned Unit Development adoption.

2. An 8-foot-tall PVC fence must be installed as a buffer to the residential on the south property line.

ACTION: (Pass - Deny) Ordinance No. 4059.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, FLORIDA ADOPTING AN AMENDED MASTER PLAN CONTROLLING DEVELOPMENT OF A COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) WITH UNDERLYING "B-1" GENERAL COMMERCIAL ZONING ON CERTAIN PARCELS OF LAND GENERALLY LOCATED AT 9400 US HIGHWAY 19 AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" WHICH IS ATTACHED HERETO AND MADE A PART THEREOF; ADOPTING A REVISED MASTER PLAN AND SUPPORTING DOCUMENTATION FOR A SUBDIVISION INTO TWO PARCELS; IMPOSING CONDITIONS OF DEVELOPMENT; CERTIFYING CONSISTENCY WITH THE CITY'S ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. (PUD 2000-5(R)5/BOA 2018-13, Capital Resources of Florida, LLC)

WHEREAS, the City Council adopted Ordinance No. 1239 on March 10, 1983, adopting a Commercial Planned Unit Development (CPUD) and a supporting Master Site Plan on a property being 12.113 acres (MOL) in size and generally located at 9400 US Highway 19; and

WHEREAS, the City Council adopted Ordinance Nos. 1341, 1855, 2205, 2405 and 2839 between 1983 and 2000 to amend the Master Site Plan.

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

SECTION ONE: That the attached revised Master Plan, last revised on January 22, 2018 by Native Engineering is hereby adopted as the Master Plan for the purpose of controlling development on the 12.31 acres MOL parcel of land generally

located at 9400 US Highway 19 and more particularly described as follows:

THOSE PARCELS LEGALLY DESCRIBED IN EXHIBIT "A" WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

SECTION TWO: That the following attached Exhibit "B" shall be controlling as to the development of said CPUD, and is adopted as part of this ordinance as:

EXHIBIT "B"- MASTER PLAN

and, that the following conditions of approval be adopted:

1. Development controls are established through the development order, consisting of the application, staff report and preliminary and final site plans, along with any accompanying text or graphics that constitute land development regulations applicable to the subject site. The submitted site plan, prepared by Native Engineering, last revised on January 22, 2018, and as may be directed by City Council to revise as a result of their review, shall be accepted as the controlling site plan for the development. All regulations not addressed in the site plan and supporting documentation shall default to Code in effect at the time of the "CPUD" Commercial Planned Unit Development amendment.

SECTION THREE: That the City Council does hereby certify that this Ordinance is consistent with the City's Comprehensive Plan and elements thereof adopted pursuant to the Local

Government Comprehensive Planning and Land Development
Regulation Act.

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

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

PUBLISHED THE _____ DAY OF _____, 2018.
FIRST READING _____ DAY OF _____, 2018.
PUBLIC HEARING THE _____ DAY OF _____, 2018.
PASSED THIS _____ DAY OF _____, 2018.

AYES:
NAYES:
ABSENT:
ABSTAIN:
APPROVED THIS _____ DAY OF _____, 2018.

Sandra L. Bradbury
MAYOR

ATTEST:

Diane M. Corna, MMC
CITY CLERK

Exhibit "A"

FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 30 SOUTH, RANGE 16 EAST, RUN SOUTH 89°56'03" EAST, 50.00 FEET ALONG THE EAST/WEST CENTERLINE OF SAID SECTION 21; THENCE RUN NORTH 00°03'03" WEST, 15.00 FEET TO A POINT OF BEGINNING ON THE SOUTH BOUNDARY OF FARM 31, PINELLAS FARMS, AS RECORDED IN PLAT BOOK 7, PAGES 4 AND 5, PUBLIC RECORDS HILLSBOROUGH COUNTY, FLORIDA OF WHICH PINELLAS COUNTY WAS FORMERLY A PART; THENCE SOUTH 89°56'03" EAST, 940.92 FEET ALONG THE SOUTH BOUNDARY OF SAID FARM 31 AND OF FARM 32, TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY OF U. S. HIGHWAY #19; THENCE RUN NORTH 31°56'33" WEST, 174.30 FEET ALONG SAID WESTERLY RIGHT-OF-WAY OF U.S. #19; THENCE RUN SOUTH 58°03'27" WEST, 4.00 FEET; THENCE RUN NORTH 31°56'33" WEST, 100.00 FEET ALONG THE WESTERLY BOUNDARY OF SAID U.S. HIGHWAY #19; THENCE RUN NORTH 33°05'18" WEST, 600.12 FEET ALONG SAID WESTERLY BOUNDARY OF U.S. HIGHWAY #19 TO A POINT OF CURVE; THENCE BY A CURVE TO THE LEFT, RADIUS 170.00 FEET, ARC 220.72 FEET, CHORD NORTH 69°08'14" WEST, 205.55 FEET; THENCE SOUTH 73°40'04" WEST, 163.47 FEET TO A POINT OF CURVE; THENCE BY A CURVE TO THE LEFT, RADIUS 90.00 FEET, ARC 115.80 FEET, CHORD SOUTH 36° 48'31" WEST, 107.97 FEET; THENCE SOUTH 00°03'03" EAST, 100.00 FEET; THENCE SOUTH 89°56'57" WEST, 51.75 FEET TO A POINT 50.00 FEET EAST OF THE CENTERLINE OF STATE ROAD 691; THENCE RUN SOUTH 00°03'03" EAST, 573.12 FEET ALONG A LINE PARALLEL TO AND 50.00 FEET EAST OF THE CENTERLINE OF SAID STATE ROAD 691 TO THE POINT OF BEGINNING.

TOGETHER WITH THE NORTH HALF OF THAT PORTION OF 94TH AVENUE VACATED BY RESOLUTION NO. 02-45 RECORDED OCTOBER 25, 2002 IN OFFICIAL RECORDS BOOK 12303, PAGE 1431, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

LESS AND EXCEPT A TRIANGULAR PORTION THEREOF CONVEYED TO THE CITY OF PINELLAS PARK BY DEED RECORDED IN OFFICIAL RECORDS BOOK 5794, PAGE 1664, PINELLAS COUNTY, FLORIDA, FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; THENCE RUN SOUTH 89°56'03" EAST, 50.00 FEET; THENCE NORTH 00°03'03" WEST, 15.00 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF 94TH AVENUE NORTH AND THE EAST RIGHT-OF-WAY LINE OF 49TH STREET NORTH (C.R. 91) FOR THE POINT OF BEGINNING; THENCE RUN NORTH 00°03'03" WEST ALONG SAID 49TH STREET RIGHT-OF-WAY LINE, 25.00 FEET; THENCE SOUTH 44°59'33" EAST, 35.39 FEET TO THE NORTH RIGHT-OF-WAY LINE OF

SAID 94TH AVENUE; THENCE ALONG SAID NORTH LINE 89°56'03" WEST,
25.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

MASTER SITE PLAN

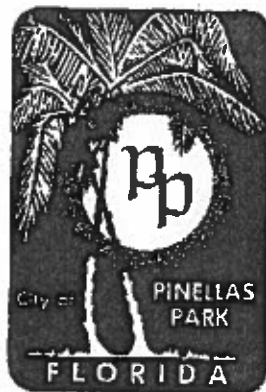
(prepared by Native Engineering last revised on January 22, 2018)

City of
PINELLAS PARK

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

Please Respond To:

James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

**FLORIDA**

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

March 6, 2018

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

RE: City Document #18-069
PUD 2000-5(R)5/BOA 2018-13

Dear Ms. Weaver:

I have received and reviewed the above-referenced Ordinance. I would recommend updating the last sentence of paragraph 1 under Section Two of the Ordinance to read:

All regulations not addressed in the site plan and supporting documentation shall default to Code in effect at the time of the "CPUD" Commercial Planned Unit Development amendment.

With the above change, and assuming that the legal descriptions in Exhibit A are correct, I would approve of the ordinance as to form and correctness.

Very truly yours,

James W. Denhardt
City Attorney

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

JWD/dh



PRINTED ON RECYCLED PAPER

C19

CITY OF PINELLAS PARK, FLORIDA
PLANNING AND ZONING COMMISSION MINUTES
REGULAR MEETING
March 1, 2018

The meeting was called to order at 6:00 p.m. by Dennis Shelley, Chairperson.

ROLL CALL

PRESENT: Dennis Shelley, Chairperson
Louis Bommattei, Vice Chairperson
Raymond Long
James Madden
Munaf Kapadia
Brenda Braitling

ABSENT:

STAFF PRESENT: Anna Weaver, Interim Zoning Director
Elyce Mills, Zoning Staff Assistant, Notary
Lauren Rubenstein, Assistant City Attorney

INVOCATION: Mr. Bommattei

PLEDGE OF ALLEGIANCE: Mr. Bommattei

APPROVAL OF MINUTES: January 4, 2018

NEW BUSINESS

1. COMPREHENSIVE PLAN CONSULTANT PRESENTATION – Tindale Oliver and Michael Lauer Consulting introduced the Commission to the scope of rewriting the City's Comprehensive Plan and Land Development Code.

REGULAR AGENDA

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

Mr. Long arrived at approximately 6:25 pm.

PUBLIC HEARING OPENED

1. CASE NO.: PUD 2000-5(R)5 / BOA 2018-13 (Quasi-Judicial)

REQUEST: Consideration of a request for an amendment to the previously approved "PUD" Planned Unit Development Overlay with underlying "B-1" General Commercial

Zoning to subdivide into two parcels and establish an apartment complex with up to 24 units per acre along with a convenience store with gas pumps in addition to a variance to reduce required parking and a variance to fence height in the front yard.

LOCATION: 9400 US Highway 19

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

Entered late comments from FDOT into the record.

QUESTIONS FOR STAFF

None.

PROPONENTS

Mr. Carlos Yepes- Bellair Development 6654 78th Avenue North, Pinellas Park. I have been sworn. The plan has been revised since the last time we were here. There was an objection to the garages along US 19. The concern was that it would look like a wall coming down the road. So we removed the garages & reduced the number, increased the parking, and revised the plan. We are here tonight to see if we can move onto the next step. We are trying to provide housing for people who work in Pinellas Park.

Mr. Madden- I have 1 question, those in the center, I'm assuming that's a garage?

Mr. Carlos Yepes- Yes.

Mr. Kapadia- This is my first time seeing this. What is the intent of the garages?

Mr. Carlos Yepes- For the people who live there. People will have the option to pay extra to have their own garage.

Mr. Kapadia- Are the number of spaces in the garages included in your proposed parking?

Mr. Carlos Yepes- Yes. We also increased the number of parking.

Mr. Kapadia- And it is going to be a gated community?

Mr. Carlos Yepes- Yes. Each resident will have a garage door opener and it will have a sensor that will open the gate for them.

Mr. Kapadia- Will the guest entrance be available only on 49th street?

Mr. Carlos Yepes- Yes, guests will have to come through 49th street.

Mr. Kapadia- As far as the passage between the convenience store area and the community, is that open access or gated as well?

Mr. Carlos Yepes- No, it is open. The idea is to connect & divert the traffic. The customer will be able to go east, and then go south on US 19.

Mr. Kapadia- So, currently 94th Avenue is a dead end. Which could now become a backstreet cutting all the way out to US 19?

Mr. Carlos Yepes- Correct. We discussed with the City to construct 94th Avenue. They originally vacated the right of way and made it private property. But, it is actually a drainage ditch.

Mr. Kapadia- What would be the width of that entire street?

Mr. Carlos Yepes- minimum 24 feet of paving, and we would have a sidewalk there also.

Mr. Kapadia- As far as the ingress and egress, you have one along the 49th Street perimeter, one at the south at the beginning of your convenience store, and then you have the main entry. All three are within less than, I want to say, a few hundred feet of the entryway ramp onto US 19.

Mr. Carlos Yepes- There is enough distance to meet the Code. With your other question, the County regulates 49th Street so the question has been "does it need an opening at 95th Avenue" if the county wants us to leave it open we will leave it. If they want us to close it we will close it. Whenever the property gets developed and they do a traffic study, we will do whatever the county regulates us to do.

Mr. Kapadia- Do you have to have 3 entries, are they just by design, is it a code requirement?

Mr. Carlos Yepes- The problem is if you only have one, you have traffic backing up to the lights, & we also have the gas truck that goes in and out. Two of the entries are right-in & right-out only.

Mr. Shelley – The only place you can go left is coming back to the stoplight on 94th?

Mr. Carlos Yepes- Yes. Something else we talked about was the fence. The mobile home park to the south wanted a fence between our properties so we will do that and staff recommended to put it on the north side of the ditch. So I'm working with that. They also wanted to raise it to 8 feet. Did we mark it up to 8 feet on the plan, Anna?

Ms. Weaver – I don't think this plan showed that. I think that was a previous plan. Regardless, the code is 6 feet, but you can do a PVC fence, but you're right we did request that it be moved because of access to the storm water ditch. So, as long as there's a fence and a landscape buffer on the south end, it *will* meet the requirement and provide a buffer for the neighboring property.

Mr. Carlos Yepes- And, the Code for the 6 foot, that's if it's on the property line, if we're beyond the building setback than we can do whatever?

Ms. Weaver – Correct.

Mr. Shelley – So we don't need to make a motion to increase the height?

Ms. Weaver – Nope, he can do 8 feet if he sets it behind the setback line.

Mr. Shelley – Ok.

OPPONENTS

None

PUBLIC HEARING CLOSED

BOARD DISCUSSION

MOTION was made by Mr. Kapadia and **SECONDED** by Mr. Madden to **APPROVE** case no. PUD 2000-5(R)5 / BOA 2018-13 subject to the following conditions:

1. Development controls are established through the development order, consisting of the application, staff report and preliminary and final site plans, along with any accompanying text or graphics that constitute land development regulations applicable to the subject site. The submitted site plan, prepared by Native Engineering, last revised on January 22, 2018, and as may be directed by City Council to revise as a result of their review, shall be accepted as the controlling site plan for the development. All regulations not addressed in the site plan and supporting documentation shall default to Code in effect at the time of "CPUD" Commercial Planned Unit Development adoption.
2. An 8-foot-tall PVC fence must be installed as a buffer to the residential on the south property line.

ROLL CALL VOTE

Aye: Braitling, Bommattei, Kapadia, Madden, Shelley

Nay: Long

MOTION CARRIED MAJORITY VOTE

PUBLIC HEARING OPENED

2. CASE NO.: PUD 2018-2 / CU 2018-7 / BOA 2018-14 (Quasi-Judicial)

REQUEST: Consideration of a request to adopt an amended Master Site Plan for an "RPUD" Residential Planned Unit Development Overlay with underlying "R-6" Multifamily Residential/Commercial Zoning for the development of single-family attached dwellings and a conditional use to allow "Dwellings, multifamily with density greater than 12.5 units per acre, not to exceed 15 units per acre"; also with variances and waivers to the following: substandard private right-of-way, sidewalks on both sides of right-of-way, minimum lot frontage, lot width, block length, block width, intersection design, right-of-way improvements to 78th Ave and building design standards.

=====ZONING DIVISION=====	
CASE NUMBER: PUD 2000-5(R)5/BOA 2018-13	OWNER: Capital Resources of Florida, LLC
PZ HEARING: March 1, 2018	AGENTS: Carlos Yepes, Belleair Dev. Group
CC HEARING: March 22, 2018 (1 st Read)	Christian Yepes, Belleair Dev. Group
April 12, 2018 (Public Hearing)	
=====	

I. GENERAL INFORMATION

A. Request:

Consideration of a request for an amendment to the previously approved "PUD" Planned Unit Development Overlay with underlying "B-1" General Commercial Zoning to subdivide into two parcels and establish an apartment complex with up to 24 units per acre along with a convenience store with gas pumps in addition to a variance to reduce required parking and a variance to fence height in the front yard.

B.	Proposed use:	Parcel I – convenience store with gas pumps Parcel II – 280 apartment units
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C.	Location:	9400 US Hwy 19
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D.	Site Area:	12.31 acres (MOL)
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E.	Land Use Plan Designation:	Commercial General (CG)
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Zoning Classification:	"CPUD" Commercial Planned Unit Development with underlying "B-1" General Commercial Zoning
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F.	Public Notification:	February 9, 2018
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G.	Legal Advertising:	February 9, 2018
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H.	Legal Description:	See attached Exhibit "A"
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II. SITE AND VICINITY CHARACTERISTICS

A. Zoning/Development History:

This 12.31 acres (MOL) parcel is part of the original Pinellas Farms plat as recorded in Hillsborough County Record Book 7, Page 4. Records of 1983 depict a 15.61 acre parcel prior to the dedication of 3.5 acres to FDOT for right-of-way purposes. In March of 1983, Ordinance No. 1239 was approved rezoning the property from "B-1" General Commercial to "CPUD" Commercial Planned Unit Development, when "CPUD" was listed as a zoning district in the Code at that time. At a later date, during Land Development Code changes, "CPUD" was converted into an overlay district and by default, the property is now within the "B-1" Zoning District with a "CPUD" overlay. In December of 1983, a master plan was adopted by Ordinance No. 1341 to develop a Buick automobile dealership with auto repair. In 1989, Ordinance No. 1855 was adopted to amend this plan. The PUD master plan was amended again in 1993, 1998 and 2000 by Ordinances 2205, 2405 and 2839 respectively. The Buick and Saab dealership closed in 2007 and the site has remained vacant since then. Multiple amendments have been proposed in the last few years but have not come to fruition. All of the previous six buildings on the property have now been demolished.

B. Site Characteristics:

The parcel is triangular and located south of the US Highway 19, east of 49th Street interchange and north of the vacated 94th Avenue right-of-way. All previous dealership and auto repair structures have been demolished in the last year.

C. Vicinity Characteristics:

AREA	ZONING	LAND USE	EXISTING CONDITIONS
NORTH	P	R/OS	US 19 overpass and FDOT right-of-way, Freedom Lake Park
SOUTH	T-2	RLM	Crystal Lake Mobile Home Park
EAST	B-1	CG	Bill Jackson's (retail)
WEST	R-1	RU	Skyview Terrace 1 st Addition

D. Essential Services Summary:

Assistant City Manager: No objection

Zoning Director: No objection

Life Safety Management: Comment: *Must meet FL Fire Prevention Code.*

Building Division:	No objection
Army Reserve Medical Command:	Not received
Community Planning:	No objection. Relevant Comprehensive Plan policies are in this case file. Recommend the installation of internal sidewalks linking structures to other structures and connection to the US Hwy 19 and 49 th Street sidewalk system at or near PSTA bus stops.
Police Department:	No objection
PPWMD:	No objection
FDOT:	Not received
<u>Public Works Divisions:</u>	
Administrator:	No objection
Construction Services:	Comment: <i>20' unobstructed easement from top of bank of south ditch is needed.</i>
Utilities Director:	No objection
Transportation and Stormwater Div:	No objection

III. MASTER PLAN REVIEW

- A. Ingress and egress to the development and proposed structures and all with particular reference to automotive and pedestrian safety, separation of automotive traffic and control, provision of services and servicing of utilities and refuse collection and ingress/egress in case of fire, catastrophe and emergency.

Analysis: All interior circulation provided for access to adjacent parking areas will be privately owned and maintained by the parcel owners. The applicant is proposing a slight change to the existing northwest access off 49th Street that will move the two-way driveway to the south approximately 40 feet. In addition, the applicant has proposed a new right-out egress-only driveway to 49th Street approximately 250 feet north of the intersection of 49th Street and 94th Avenue. A third access off 49th Street will be located at the intersection of 49th Street and 94th Avenue where it exists today. The existing driveway from US 19 will be slightly altered to be located approximately 20 feet north of its current location. This also includes a modification to the US 19 median which is under review with FDOT currently and is not part of this site plan review. All driveways on 49th Street must be reviewed and approved by Pinellas County prior to site permit approval. The driveway on US 19 must be reviewed and approved by FDOT. There are existing sidewalks along US 19 and 49th Street. There are City water, sewer and reclaimed water services available to this property. On site refuse collection will be via dumpsters on each of the two parcels. A dumpster enclosure is proposed approximately 5 feet south of the convenience store building (Parcel I) and a compactor is proposed in the southeast corner of the multifamily parcel (Parcel II). These

apartments will provide valet trash pickup which will be combined in the compactor for pickup.

Traffic impacts are as follows:

1. Characteristics:

ACCESS / DESIGNATION	
US Highway 19	Arterial
49 th Street	Arterial
EXISTING CONDITIONS	
US Highway 19	6-lane divided
49 th Street	6-lane divided

2. Trip Generation:

BY PREVIOUS USE – Auto sales and repair
33.3 trips/day/1,000 SF x 55,349 SF = 1,843 trips per day
BY PROPOSED USE – Convenience store and multifamily
1,762 trips per store under 3,000 SF = 1,762 trips per day 6.6 trips/day/unit x 280 units = 1,848 trips per day TOTAL = 3,610 trips per day

The site could potentially generate an additional 1,767 trips as compared to the most recent use that was closed on the site over 10 years ago. This parcel has frontage on US 19 and 49th Street, two six-lane divided arterial roadways.

3. Level of Service:

US Highway 19	LOS C
49 th Street	LOS C

- B. Location and relationship of off-street parking and off-street loading facilities to driveways and internal traffic patterns within the proposed development with particular reference to automotive and pedestrian safety, traffic flow and control, access in case of fire or catastrophe, and screening and landscaping.

Analysis: Internal traffic will be guided by interior islands and directional arrows. All access aisles are wide enough for emergency vehicles. There are three proposed ingress/egress driveways into

the development and one proposed egress-only driveway. There is an existing sidewalk surrounding the north, east and west sides of the property while the southern property line buffers a mobile home park. An access drive from US 19 will continue through to the west side of the PUD to allow access to the gas station from both sides of the property. A sidewalk will be constructed on the north side of this 24-foot-wide drive. The landscape buffer adjacent to the residential to the south will meet Code requirements including an 8 feet high solid PVC fence being on the north side of the access drive. A fence is proposed around the entire property as a gated community. The fence will be 6-foot-tall in the front yards, requiring a variance as described in Section IV below. All other required landscaping will be met and is shown on the landscape sheet of the master plan. The multifamily parcel will be fenced and gated. A variance is requested to reduce parking and analysis is provided in Section IV below.

- C. Sufficiency of setbacks, screens, buffers and general amenities to preserve internal and external harmony and compatibility with uses inside and outside the proposed development and to control adverse effects of noise, lights, dust, fumes, and other nuisances.

Analysis: The plan meets all of today's Code requirements for landscape buffers. Parking lot lighting requires the use of cut off fixtures to direct light downward to minimize impacts to the rights-of-way and adjacent properties.

- D. Drainage on the property with particular reference to the effect of provisions for drainage on adjacent and nearby properties and the use of on-site retention systems. City Council may grant approval, subject to approval by the City Manager, or his designee, of a drainage plan as required by the City Drainage Code.

Analysis: There are two retention ponds proposed within this development; one being for the multifamily parcel and one being for the convenience store parcel. This should eliminate the need for shared drainage and maintenance. The design and details will be subject to review and approval by the Southwest Florida Water Management District at the time of permitting.

- E. Availability and compatibility of hook-in locations between the project and necessary utilities.

Analysis: Existing infrastructure for water and sewer services is adequate and reasonably available to meet the needs of the site.

- F. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effects, and compatibility and harmony with adjacent properties.

Analysis: Any signage desired will need to meet the requirements of Article 6, Signs, of the Land Development Code and will be reviewed with Final Site Plan Review. Exterior lighting shall be limited to internal vehicular use areas and shall not spill over into abutting properties or rights-of-way as much as possible by installation of cut-off fixtures that direct light to the pavement.

- G. Orientation and location of buildings, recreational facilities and open space in relation to the physical characteristics of the site, the character of the neighborhood and the appearance and harmony of the building with adjacent development surrounding landscape.

Analysis: This site is designed with two parcels. The first is located at the south west corner of the PUD with a convenience store located approximately 20 feet from its east property line, associated parking surrounding the building, and gas pumps located 60 feet from the 49th Street frontage. The second parcel will be the remaining property for an apartment complex development. This will include five 4-story apartment buildings and a separate 8,000 square foot clubhouse building with amenity area.

- H. Proximity, relationship and compatibility of existing and proposed surrounding land use.

Analysis: This parcel is historically commercial due to its location at the intersection of two major arterial roadways. Abutting to the south is a mobile home park that has been established since at least 1963. Functionally abutting to the west is "R-1" Single Family Residential.

- I. General amenities included as part of the development to complement the character of the surrounding area.

Analysis: The multifamily component of the project will have an 8,000 SF (MOL) clubhouse and an outdoor pool area along with walking paths around the property.

- J. Treatment and location of handling of solid waste disposal.

Analysis: The convenience store parcel will have a dumpster enclosure 5 feet south of the building and approximately 85 feet from the south property line, abutting the Crystal Lake Mobile Home Park. The apartment complex will provide valet trash pickup service. In addition, a shared compactor is proposed on the south end of the property for all multifamily trash to be combined for pick up.

- K. Landscaping and preservation of natural or man-made features of the site including trees and other vegetation.

Analysis: A landscape plan is included in Exhibit B with the site plan. The applicant has proposed all required landscaping on the plan. This includes trees and continuous hedge around all property lines, as well as the required interior green space.

IV. Sec. 18-1537.2. VARIANCE REVIEW CRITERIA (BOA 2018-13)

Variances from the terms of this Ordinance shall not be granted by the City Council sitting as the Board of Adjustment unless and until a written application for the variances is submitted demonstrating:

1. That special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, buildings or structures in the same district.
2. That literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Ordinance.

3. That the special conditions and circumstances do not result from the actions of the applicant.
4. That granting the variances requested will not confer on the applicant any special privilege that is denied by this Ordinance to other lands, structures or buildings in the same district.
5. The City Council shall further make a finding that the reasons set forth in the application justify the granting of the variances, and that the variances are the minimum variances that will make possible the reasonable use of the land, building or structure.
6. The City Council shall further make a finding that the granting of the variances will be in harmony with the general purpose and intent of this Ordinance, will not be injurious to the neighborhood, or otherwise detrimental to the public welfare.

(A) The applicant requests a variance to parking to provide 547 spaces where 572 spaces are required.

Analysis: The applicant is requesting a variance to reduce the parking requirement by approximately 4%. Parking provided to the convenience store parcel is adequate where the parking for the multifamily parcel will equate to approximately 1.9 per unit where 2 per unit is required. According to *Parking Generation* of the Institute of Transportation Engineers, 4th Edition, the average parking supply for mid-rise apartments is 1.4 spaces per dwelling unit. This study also shows an average of 0.9 spaces per bedroom. The applicant has not yet determined the bedroom breakdown for this development.

(B) The applicant requests a variance to increase the allowable fence height in the front yard from 4 feet to 6 feet for a perimeter fence around the multifamily parcel.

Analysis: A perimeter fence is proposed surrounding the apartment complex (Parcel II) which will also include gates at each entrance. The applicant has proposed this fence be 6 feet tall on all sides and the fence material is to be determined.

V. DEVELOPMENT CONSIDERATIONS

1. Application for building permits shall be submitted within six (6) months of Master Plan approval.

VI. MOTION

After review of the Master Plan and the review criteria of Section 18-1539.3, I move to APPROVE/DENY Case No. PUD 2000-5(R)5/BOA 2018-13 for the adoption of an amended Master Plan within a "CPUD" Commercial Planned Unit Development overlay ("B-1" underlying zoning) or a zoning classification of lesser intensity as identified in Chapter 18, Land Development Code of the City Code of Ordinances on 12.31 acres (M.O.L.) of land generally located at 9400 US Highway 19; subject to the following condition:

1. Development controls are established through the development order, consisting of the application, staff report and preliminary and final site plans, along with any accompanying text or graphics that constitute land development regulations applicable to the subject site. The submitted site plan,

prepared by Native Engineering, last revised on January 22, 2018, and as may be directed by City Council to revise as a result of their review, shall be accepted as the controlling site plan for the development. All regulations not addressed in the site plan and supporting documentation shall default to Code in effect at the time of "CPUD" Commercial Planned Unit Development adoption.

*needs BOA
parking +
front setback

City of Pinellas Park, Florida
APPLICATION FOR PLANNED UNIT DEVELOPMENT (PUD)

FOR OFFICE USE ONLY

CASE #: PUD 2000-5(P)/5 PZ MEETING: 3/1/18 C/CRA MEETING: 3/22/18 + 4/12/18
PLAT SHEET: W-9 RELATED CASES: BOA 2018-13 RECEIPT NUMBER: 243097
ZONING DISTRICT: CPUD LAND USE DESIGNATION: CG DATE RECEIVED: 4/22/18

REQUEST AND PROPERTY INFORMATION

REQUEST: Applicant is requesting a Major Amendment to the PUD referred to as PUD 2000-5 to allow for development of the Property, as described in Exhibit "A" attached hereto, for a multi-family development based on 24 units per acre and a 3,000 sf food store with fuel as permitted in the B-1 zoning; however, excluding those uses as set forth in Exhibit "B" attached hereto. Additionally, Applicant is requesting the signage requirements be amended to be as set forth in the development code for B-1 zoning.

GENERAL LOCATION OF PROPERTY OR ADDRESS: 9400 U.S. Highway 19 North a/k/a 9401 49th Street, Pinellas Park

PROPERTY SIZE (Acreage or Square Feet): 12.397 acres

CURRENT USE, NUMBER AND TYPE OF BUILDINGS: Former auto dealership including 5 concrete/block buildings consisting of approximately 47,860 sf - Bldg. 1 - 7,549 sf, Bldg. 2 - 24,856 sf, Bldg. 3 - 9,349 sf Bldg. 4 - 2,592 sf and Bldg. 5 - 3,514 sf

PARCEL NUMBER(S): Parcel ID #21-30-16-69822-100-3100

LEGAL DESCRIPTION: LOT _____, BLOCK _____, SUBDIVISION _____

OR METES AND BOUNDS DESCRIPTION (attach if lengthy): See Attached Exhibit "A"

OWNER/APPLICANT INFORMATION

CAPITAL RESOURCES OF FLORIDA, LLC
PROPERTY OWNER: BY: CAPITAL RESOURCES OF CHICAGO, INC. PHONE: (727) 441-3474

ADDRESS/CITY/ZIP: 1375 S. Ft. Harrison, Clearwater, FL 33756

AUTHORIZED AGENT: Carlos A. Yepes and/or Christian A. Yepes of PHONE: (727) 536-8686
Bellear Development Group

ADDRESS/CITY/ZIP: 6654 78th Avenue N., Pinellas Park, FL 33781

OTHER REPRESENTATIVE: _____ PHONE: (_____) _____

ADDRESS/CITY/ZIP: _____

City of Pinellas Park, Florida
APPLICATION FOR BOARD OF ADJUSTMENT

FOR OFFICE USE ONLY

PZ - 1/4/18
CC - 2/8/18

CC - 2/22/18

CASE # BOA 2018-13 BOA MEETING: _____ CRA MEETING: _____
PLAT SHEET: D-9 RELATED CASES: PLUD 2000-5(P)4 DATE RECEIVED: 12/1/17
ZONING DISTRICT: CPUD LAND USE DESIGNATION: CG RECEIPT NUMBER: 243083

REQUEST AND PROPERTY INFORMATION

REQUEST: variances to reduce parking, setback in front for
garage buildings, fence height in front

GENERAL LOCATION OF PROPERTY OR ADDRESS: 9400 US 19

PROPERTY SIZE (Acreage / Square Feet): _____

CURRENT USE, NUMBER AND TYPE OF BUILDINGS: _____

PARCEL NUMBER(S): _____

LEGAL DESCRIPTION: LOT _____, BLOCK _____, SUBDIVISION _____

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

OWNER/APPLICANT INFORMATION - PLEASE PRINT CLEARLY

PROPERTY OWNER: _____ PHONE: (____) _____

ADDRESS/CITY/ZIP: _____ APTN: _____

AUTHORIZED AGENT: _____ (PLEASE PROVIDE CONTACT NAME)
PHONE: (____) _____

ADDRESS/CITY/ZIP: _____

OTHER REPRESENTATIVE: _____ PHONE: (____) _____

ADDRESS/CITY/ZIP: _____

AFFIDAVIT OF OWNERSHIP

STATE OF FLORIDA - COUNTY OF PINELLAS:

I, GARY R. BOESCH, being first duly sworn, depose(s) and say(s)

GARY R. BOESCH, President of Capital Resources of Chicago, Inc., Managing Member of Capital Resources of Florida, LLC

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

ADDRESS OR GENERAL LOCATION:

9400 US Highway 19 North a/k/a 9401 49th Street North, Pinellas Park, Florida

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

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

Applicant is requesting a Major Amendment to the PUD referred to as PUD 2000-5 to allow for retail development of the Property to allow for all uses under B-1 zoning except for those uses as set forth in Exhibit "B" attached hereto. Additionally, Applicant is requesting the setbacks and signage requirements be amended to be as set forth in the development code for B-1 zoning.

That I, undersigned, (has/have) appointed and (do/does) appoint Carlos A. Yepes and/or Christian A. Yepes of Belleair Development Group as (his/her) agent(s) to execute any petitions or other documents necessary to obtain such application.

That this affidavit has been executed to induce the City of Pinellas Park, Florida, to consider and act on the above described property, to include City representatives to enter upon property to make inspections as are necessary to view and determine conditions and to determine compliance.

[Signature]
SIGNED (PROPERTY OWNER) Gary R. Boesch, President

SIGNED (PROPERTY OWNER)

STATE OF FLORIDA
COUNTY OF Pinellas



(SEAL ABOVE)

The foregoing instrument was acknowledged before me this 9-6-2016

(Date)

by GARY R. BOESCH

(Name of person acknowledging and its duration)

was a personal known to me or who has produced

as knowledge and who did (did not) like to know

(Signature of Notary)

[Signature]

Notary Public Commission No. FF 962903

Patricia Mavrakakis

(Name of Notary listed printed or stamped)

EXHIBIT A

Legal Description of Property

Tax Id Number: 21/30/16/69822/100/3100

Land Situated in the County of Pinellas in the State of Florida

From the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of Section 21, Township 30 South, Range 16 East, run South 89°56'03" East, 50.00 feet along the East/West centerline of said Section 21; thence run North 00°03'03" West, 15.00 feet to a POINT OF BEGINNING on the South boundary of Farm 31, Pinellas Farms, as recorded in Plat Book 7, Pages 4 and 5, Public Records Hillsborough County, Florida of which Pinellas County was formerly a part; thence South 89°56'03" East, 940.92 feet along the South boundary of said Farm 31 and of Farm 32, to an intersection with the Westerly right-of-way of U. S. Highway #19; thence run North 31°56'33" West, 174.30 feet along said Westerly right-of-way of U.S. #19; thence run South 58°03'27" West, 4.00 feet; thence run North 31°56'33" West, 100.00 feet along the Westerly boundary of said U.S. Highway #19; thence run North 33°05'18" West, 600.12 feet along said Westerly boundary of U.S. Highway #19 to a Point of Curve; thence by a curve to the left, radius 170.00 feet, arc 220.72 feet, chord North 69°08'14" West, 205.55 feet; thence South 73°40'04" West, 163.47 feet to a Point of Curve; thence by a curve to the left, radius 90.00 feet, arc 115.80 feet, chord South 36° 48'31" West, 107.97 feet; thence South 00°03'03" East, 100.00 feet; thence South 89°56'57" West, 51.75 feet to a point 50.00 feet East of the centerline of State Road 691; thence run South 00°03'03" East, 573.12 feet along a line parallel to and 50.00 feet East of the centerline of said State Road 691 to the POINT OF BEGINNING.

TOGETHER WITH the North half of that portion of 94th Avenue vacated by Resolution No. 02-45 recorded October 25, 2002 in Official Records Book 12303, Page 1431, of the Public Records of Pinellas County, Florida.

LESS and EXCEPT a triangular portion thereof conveyed to the City of Pinellas Park by deed recorded in Official Records Book 5794, Page 1664, Pinellas County, Florida, further described as follows:

Commence at the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of Section 21, Township 30 South, Range 16 East, Pinellas County, Florida; thence run south 89°56'03" East, 50.00 feet; thence North 00°03'03" West, 15.00 feet to the intersection of the North right-of-way of 94th Avenue North and the East right-of-way line of 49th Street North (C.R. 91) for the POINT OF BEGINNING; thence run North 00°03'03" West along said 49th Street right-of-way line, 25.00 feet; thence South 44°59'33" East, 35.39 feet to the North right-of-way line of said 94th Avenue; thence along said North line 89°56'03" West, 25.00 feet to the POINT OF BEGINNING.

Also known as: 9401 US Highway 19 N., Pinellas Park, FL 33782

AGENT AUTHORIZATION

The undersigned, President of Capital Resources of Chicago, Inc., Managing Member of Capital Resources of Florida, LLC, being the Owner of the Property located at 9400 US Highway 19 North a/k/a 9401 49th Street North, Pinellas Park, Florida, and as more fully described in the legal description attached hereto as Exhibit "A," (the "Property"), does hereby authorize and consent to Carlos A. Yepes and/or Christian A. Yepes of Belleair Development to prepare and submit applications and related documentation, and attending any and all meetings and/or hearings with the City of Pinellas Park with regard to filing the necessary applications to file for a major amendment to the PUD referred to as PUD 2000-5 (which was previously approved on February 22, 2001) to allow for retail development of the Property to allow all uses under B-1 zoning, except those uses set forth on Exhibit "B" attached hereto.

CAPITAL RESOURCES OF FLORIDA, LLC
BY: CAPITAL RESOURCES OF CHICAGO, INC.,
Its Managing Member

Gary R. Boesch

Typed/Printed Name of Owner, Applicant or Agent

President

Corporate Title, if applicable

[Signature]
Signature of Owner, Applicant or Agent

9-6-2016
Date

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 6 day of September 2016, by Gary R. Boesch, President of Capital Resources of Chicago, Inc., a Florida corporation, who is the Managing Member of Capital Resources of Florida, LLC, a Florida limited liability company, and who is X personally known to me, or _____ who produced _____ as identification.



NOTARY PUBLIC SIGNATURE

[Signature]

NAME OF NOTARY PRINTED



Melissa Thrumston <mthrumston@pinellas-park.com>

Fwd: 9400 US 19

1 message

Anna Weaver <aweaver@pinellas-park.com>

Tue, Jan 23, 2018 at 8:17 AM

To: Melissa Thrumston <MThrumston@pinellas-park.com>

Please attach this email to all previous applications for PUD 2000-5(R)4 to the new case PUD 2000-5(R)5.

This new case will be a PUD Major amendment with a variance to fence height in the front yard and a variance to parking. No setback variances required this time around.

Anna M. Weaver

Zoning Coordinator (Interim Zoning Director)

City of Pinellas Park

6051 78th Avenue N.

Pinellas Park, FL 33781

(727) 369-5628 Direct

(727) 369-5663 Zoning office

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

From: **Carlos Yepes** <cyepes@belleairgroup.com>

Date: Mon, Jan 22, 2018 at 4:15 PM

Subject: 9400 US 19

To: Anna Weaver <aweaver@pinellas-park.com>

Anna, please except this email as a request to use the prior applications for the new PUD for the above referenced property.

Sent from my iPhone

Carlos Yepes

Belleair Development

727-536-8686

Cell - 727-463-8686

PUD 2000-5(R)5/BOA 2018-13: amend PUD site plan



February 27, 2018

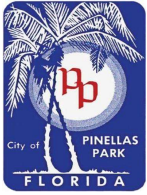
Centerlines

1:5,163

0 0.0425 0.085 0.17 mi

0 0.05 0.1 0.2 km

City of Pinalia Park, Jason A. Griffin, Kevin Marlow
 Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS,
 FNO, NPS, NRCAN, GeoBasis, IGN, Kadaster NL, Ordnance Survey, Esri
 Japan, METI, Esri China (Hong Kong), Swisstopo, © OpenStreetMap



City of Pinellas Park

Staff Report

File #: 18-405, Version: 1

Agenda Date: 3/22/2018

ORDINANCE NO. 4060. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, FLORIDA, ADOPTING AN AMENDED MASTER PLAN CONTROLLING DEVELOPMENT OF A RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD) WITH UNDERLYING “B-1” GENERAL COMMERCIAL ZONING ON A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 4190 78TH AVENUE AND MORE PARTICULARLY DESCRIBED IN EXHIBIT “A” WHICH IS ATTACHED HERETO AND MADE A PART THEREOF; ADOPTING A REVISED MASTER PLAN AND SUPPORTING DOCUMENTATION FOR THE DEVELOPMENT OF A 21-LOT SINGLE FAMILY ATTACHED SUBDIVISION; IMPOSING CONDITIONS OF DEVELOPMENT; CERTIFYING CONSISTENCY WITH THE CITY’S ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. (PUD 2018-2/CU 2018-7/BOA 2018-14, Nineteen60 Capital Fund, LLC)

**FIRST READING PRIOR TO PUBLIC HEARING
(Public Hearing April 12, 2018 - QUASI JUDICIAL)**

NOTE: This is a request to amend a previously approved (PUD) Planned Unit Development Overlay with underlying “R-6” Multifamily Residential/Commercial Zoning and adopt a revised Master Site Plan for a replat of 21 lots and common area and the development of 21 single family attached homes. The original plan, approved in 2008, was a mirror image of this proposed site plan which shows the larger retention pond move to the south end and the homes shifted to the north. In 2008, the site plan was approved with required waivers and variances to construct townhomes, however the economy did not allow for construction at the time. The market has improved and the flood plain maps have been amended which require additional fill on the site. Based on this change in elevation requirements, the most feasible option was to redesign and replat the property with the retention pond on the opposite end. The intent of the plan would remain. On March 1, 2018, the Planning and Zoning Commission recommended APPROVAL, subject to the following condition:

1. Development controls are established through the development order, consisting of the application, staff report and preliminary and final site plans, along with any accompanying text or graphics that constitute land development regulations applicable to the subject site. The submitted site plan, prepared by Deuel and Associates, last revised on January 26, 2018, and as may be directed by City Council to revise as a result of their review, shall be accepted as the controlling site plan for the development. All regulations not addressed in the site plan and supporting documentation shall default to Code in effect at the time of “RPUD” Residential Planned Unit Development adoption.

ACTION: (Pass - Deny) Ordinance No. 4060.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, FLORIDA, ADOPTING AN AMENDED MASTER PLAN CONTROLLING DEVELOPMENT OF A RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD) WITH UNDERLYING "B-1" GENERAL COMMERCIAL ZONING ON A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 4190 78TH AVENUE AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" WHICH IS ATTACHED HERETO AND MADE A PART THEREOF; ADOPTING A REVISED MASTER PLAN AND SUPPORTING DOCUMENTATION FOR THE DEVELOPMENT OF A 21-LOT SINGLE FAMILY ATTACHED SUBDIVISION; IMPOSING CONDITIONS OF DEVELOPMENT; CERTIFYING CONSISTENCY WITH THE CITY'S ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. (PUD 2018-2/CU 2018-7/BOA 2018-14, Nineteen60 Capital Fund, LLC)

WHEREAS, the City Council adopted Ordinance No. 3613 on March 27, 2008, adopting a Residential Planned Unit Development (RPUD) and a supporting Master Site Plan on a property being 1.401 acres (MOL) in size and generally located at 4190 78th Avenue and has received a revised Master Site Plan for review;

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

SECTION ONE: That the attached revised Master Plan, last revised on January 26, 2018 is hereby adopted as the Master Plan for the purpose of controlling development on the 1.401 acres MOL parcel of land generally located at 4190 78th Avenue and more particularly described as follows:

THOSE PARCELS LEGALLY DESCRIBED IN EXHIBIT "A" WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

SECTION TWO: That the following attached Exhibit "B" shall be controlling as to the development of said RPUD, and is adopted as part of this ordinance as:

EXHIBIT "B" - MASTER PLAN

and, that the following condition of approval be adopted:

Development controls are established through the development order, consisting of the application, staff report and preliminary and final site plans, along with any accompanying text or graphics that constitute land development regulations applicable to the subject site. The submitted site plan, prepared by Deuel and Associates, last revised on January 26, 2018, and as may be directed by City Council to revise as a result of their review, shall be accepted as the controlling site plan for the development. All regulations not addressed in the site plan and supporting documentation shall default to Code in effect at the time of "RPUD" Residential Planned Unit Development adoption.

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

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

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

PUBLISHED THE _____ DAY OF _____, 2018.

FIRST READING _____ DAY OF _____, 2018.

PUBLIC HEARING THE _____ DAY OF _____, 2018.

PASSED THIS _____ DAY OF _____, 2018.

AYES:

NAYES:

ABSENT:

ABSTAIN:

APPROVED THIS _____ DAY OF _____, 2018.

Sandra L. Bradbury
MAYOR

ATTEST:

Diane M. Corna, MMC
CITY CLERK

EXHIBIT "A"

THE EAST 100 FEET OF THE WEST 410.5 FEET OF THE NORTH ½ OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY FLORIDA, LESS 33 FEET OF THE NORTH END AND LESS 20 FEET OF THE SOUTH END FOR PUBLIC STREET PURPOSES ABOVE RECORDED TRACT OTHERWISE KNOWN AS LOT 18, BLOCK 2, ACCORDING TO THE UNRECORDED PLAT OF THE HAINES ROAD FARMS.

EXHIBIT "B"

MASTER SITE PLAN

(prepared by Deuel & Associates, last revised on January 26, 2018)

City of
PINELLAS PARK

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

Please Respond To:

James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile



FLORIDA

PHONE • (727) 389-0700
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March 1, 2018

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

RE: City Document #18-072
Ordinance PUD 2018-2, 4190 78th Avenue

Dear Ms. Weaver:

I have received and reviewed the above-referenced proposed Ordinance.

I do note that in Section Two, it lists the conditions of approval which are being adopted. Since all of the conditions are contained in one paragraph, for basic paragraph style and since there is no paragraph 2, the "1." should be deleted.

With this change, and assuming that the correct Exhibits are attached as Exhibit A and Exhibit B, I would approve of the proposed 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, Asst. City Manager

JWD/dh



PRINTED ON RECYCLED PAPER

C20

Ms. Weaver – Nope, he can do 8 feet if he sets it behind the setback line.

Mr. Shelley – Ok.

OPPONENTS

None

PUBLIC HEARING CLOSED

BOARD DISCUSSION

MOTION was made by Mr. Kapadia and **SECONDED** by Mr. Madden to **APPROVE** case no. PUD 2000-5(R)5 / BOA 2018-13 subject to the following conditions:

1. Development controls are established through the development order, consisting of the application, staff report and preliminary and final site plans, along with any accompanying text or graphics that constitute land development regulations applicable to the subject site. The submitted site plan, prepared by Native Engineering, last revised on January 22, 2018, and as may be directed by City Council to revise as a result of their review, shall be accepted as the controlling site plan for the development. All regulations not addressed in the site plan and supporting documentation shall default to Code in effect at the time of "CPUD" Commercial Planned Unit Development adoption.
2. An 8-foot-tall PVC fence must be installed as a buffer to the residential on the south property line.

ROLL CALL VOTE

Aye: Braitting, Bommattei, Kapadia, Madden, Shelley
Nay: Long

MOTION CARRIED MAJORITY VOTE

PUBLIC HEARING OPENED

2. CASE NO.: PUD 2018-2 / CU 2018-7 / BOA 2018-14 (Quasi-Judicial)
- REQUEST: Consideration of a request to adopt an amended Master Site Plan for an "RPUD" Residential Planned Unit Development Overlay with underlying "R-6" Multifamily Residential/Commercial Zoning for the development of single-family attached dwellings and a conditional use to allow "Dwellings, multifamily with density greater than 12.5 units per acre, not to exceed 15 units per acre"; also with variances and waivers to the following: substandard private right-of-way, sidewalks on both sides of right-of-way, minimum lot frontage, lot width, block length, block width, intersection design, right-of-way improvements to 78th Ave and building design standards.

LOCATION: 4190 78th Avenue

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

QUESTIONS FOR STAFF

Mr. Madden – Probably three questions for staff, under the variance to intersection design standards, it states the need for increased intersection size may be unnecessary. What would cause it to be necessary?

Ms. Weaver – It could be needed if it were a high traffic section, it could not be needed if it's not. At the time of the original approval, the City did not see it necessary. So with this design we requested all the same waivers and variances to get the project designed to be the same. Transportation and Engineering did not provide additional comments, I cannot say whether it's needed or not. But we have no other concerns from Public Works.

Mr. Madden- And there apparently is not sufficient right of way for 78th Avenue & the City is asking the property owner to reserve enough space for future development of 78th Avenue if that should occur, but they're asking for a waiver to that?

Ms. Weaver – Correct. We had a meeting with this applicant in the very beginning, they specified they wanted to get the same design approved as previous. So we went with all the same waivers and variances. The 7 foot reservation would require them to put all of their landscaping and improvements behind that line as if it were the property line. So they decided to request that waiver.

Mr. Madden- Last question is, these areas on the north and south that are darkened, are those retention ponds?

Ms. Weaver – We haven't received design details yet, so the retention pond size may be different but the area is reserved for the possibility. One side is proposed as a pond and the other is for open common area, if they need more storm water I'd imagine that would be a good area to put that.

Mr. Madden- That would then impact 78th Avenue right of way, wouldn't it?

Ms. Weaver – It could but on this plan they don't show a pond there. A pond is on the south side.

PROPONENTS

Mr. Greg Presby- I'm with Deuel and Associates. Address is 565 S Hercules Avenue, Clearwater. I have been sworn. I don't have much to add, I have here Mark Stevenson, the architect and we're here to answer any questions.

Mr. Madden- The proposed units appear to be about 576 square feet, 2 stories roughly 1,152, is that correct?

Mr. Mark Stevenson- I'm with WS Architecture located at 146 2nd Avenue North in St Petersburg & I have been sworn. We have 2 different unit sizes, 2 bedroom and 3 bedroom. Obviously one is much larger than the other because it's wider. The depth of each unit is the same. Don't recall exact square footage, I believe

that is close for the 2 bedroom and larger for the 3. And it is already in for a building permit.

OPPONENTS

None

PUBLIC HEARING CLOSED

BOARD DISCUSSION

MOTION was made by Mr. Bommattei and **SECONDED** by Mr. Long to **APPROVE** case no. PUD 2018-2 / CU 2018-7 / BOA 2018-14 with the following condition:

1. Development controls are established through the development order, consisting of the application, staff report and preliminary and final site plans, along with any accompanying text or graphics that constitute land development regulations applicable to the subject site. The submitted site plan, prepared by Deuel and Associates, last revised on January 26, 2018, and as may be directed by City Council to revise as a result of their review, shall be accepted as the controlling site plan for the development. All regulations not addressed in the site plan and supporting documentation shall default to Code in effect at the time of "RPUD" Residential Planned Unit Development adoption.

ROLL CALL VOTE

Aye: Braittling, Long, Kapadia, Bommattei, Shelley

Nay: Madden

Mr. Madden states reasons for denial are:

1. Variance to intersection design standards
2. Variance to improvements to 78th Avenue

MOTION CARRIED MAJORITY VOTE

PUBLIC HEARING OPENED

3. CASE NO.: CU 2018-5 / CU 2018-6 / MS 2018-13 (Quasi-Judicial)

REQUEST: Consideration of a request to establish two Conditional Uses on one property for "height – buildings and structures over 40 feet" and "Storage of flammable liquids above ground in excess of 1,000 gallons"; also, a waiver to the conditional use requirement for a minimum tank setback of 500 feet to any residential district.

LOCATION: 9251 Belcher Rd

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

QUESTIONS FOR STAFF

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

CASE NO:	PUD 2018-2/CU 2018-7/ BOA 2018-14	OWNER: Nineteen60 Capital Fund, LLC AGENT: Brian Barker, PE, Deuel & Associates
PZ HEARING:	March 1, 2018	
CC HEARING:	March 22, 2018 (1 st Read) April 14, 2018 (Public Hearing)	

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I. GENERAL INFORMATION

A. Request:

Consideration of a request to adopt an amended Master Site Plan for an "RPUD" Residential Planned Unit Development Overlay with underlying "R-6" Multifamily Residential/Commercial Zoning for the development of single-family attached dwellings and a conditional use to allow "Dwellings, multifamily with density greater than 12.5 units per acre, not to exceed 15 units per acre"; also with variances and waivers to the following: substandard private right-of-way, sidewalks on both sides of right-of-way, minimum lot frontage, lot width, block length, block width, intersection design, right-of-way improvements to 78th Ave and building design standards.

- | | | |
|----|----------------------------|---|
| B. | Proposed use: | 21-lot subdivision, single-family attached |
| C. | Location: | 4190 78 th Ave |
| D. | Site Area: | 1.401 acres (MOL) |
| E. | Land Use Plan Designation: | Community Redevelopment District (CRD) |
| | Zoning Classification: | "RPUD" Residential Planned Unit Development with
"R-6" Multifamily Residential/Commercial underlying |
| F. | Public Notification: | February 9, 2018 |
| G. | Legal Advertising: | February 9, 2018 |
| H. | Legal Description: | See attached Exhibit "A" |

II. SITE AND VICINITY CHARACTERISTICS

A. Zoning/Development History:

On June 13, 1968, City Council adopted Ordinance No. 350 rezoning this property from "R" Residential to "M-D" Multiple Dwelling District. The "M-D" Multiple Dwelling District was later renamed the "R-6" Multifamily Residential/Commercial Zoning District. Case No. PUD 2006-7/BOA 2006-5 was submitted in October 2006 to allow the development of an 11-lot single family detached subdivision and was withdrawn after the Planning and Zoning recommended denial of the project. Case No. PL 2007-5(P) was submitted for a 7-lot single family detached subdivision with variances to subdivision requirements and was approved by City Council on March 22, 2007. The final plat was submitted on June 12, 2007 and approved by staff. Prior to recording of the plat, the land owner decided to pursue an alternative development. Case No. PUD 2008-1/CU 2008-7/BOA 2008-19/MS 2008-24 was submitted for the development of a 21-lot single family attached dwelling subdivision. The site plan for this project was a mirror image to what is proposed with this PUD. The PUD overlay and Master Site Plan were approved by City Council on March 27, 2008 with the following waivers and variances:

1. Creation of a substandard right-of-way to allow for a one-way 20-foot-wide paved private roadway,
2. Sidewalks on both sides of the right-of-way to allow for one 4-foot-wide sidewalk on the east side,
3. Minimum lot frontage on a right-of-way to allow 18- and 22-foot-wide lot frontages,
4. Block length from maximum 600 feet to allow 600.73 feet,
5. Block width from two tiers of lots to allow one tier,
6. Intersection design to eliminate the requirement for increased road width on the local private right-of-way,
7. Right-of-way reservation for improvement to 78th Avenue,
8. Building design standards to allow continuous, solid linear facades, and
9. Landscape requirements to allow a four-foot-wide buffer in the front yards.

Since 2008, the economy has improved and the owner is prepared to move forward. In addition, the flood plain maps have been amended to cause a need to relocate the stormwater pond. In an effort to keep the project feasible and within budget, the owner has reapplied with the site design opposite north-south from what was previously approved. The retention pond is located on the south end of the site and as a result, the buildings have shifted to the north. All intent of the plan has remained and most previously approved waivers and variances have been included in this staff report for review with corrections.

B. Site Characteristics:

The vacant property has been mostly cleared and partially filled. This is a rectangular shaped parcel with frontage on 76th and 78th Avenues.

C. Vicinity Characteristics:

AREA	ZONING	LAND USE	EXISTING CONDITIONS
NORTH	R-1	RU	Single family dwellings
SOUTH	B-1	CRD	Public Storage
EAST	R-6	CRD	Sawgrass apartments
WEST	R-6	CRD	Vacant, previously day care

D. Essential Services Summary:

Assistant City Manager:	No objection
Interim Zoning Director:	No objection
Life Safety Management:	<i>Comment: Zoning approved. Site plan will need to meet FL Fire Prevention Code.</i>
Building Division:	No objection
Army Reserve Medical Command:	Not received
Community Planning:	No objection
CRA Coordinator:	No objection
Police Department:	No objection
PPWMD:	No objection
<u>Public Works Divisions:</u>	
Administrator:	No objection
Construction Services:	Comments in file were resolved with staff
Utilities Director:	No objection
Transportation and Stormwater Div:	No objection

III. MASTER PLAN REVIEW

- A. Ingress and egress to the development and proposed structures and all with particular reference to automotive and pedestrian safety, separation of automotive traffic and control, provision of services and servicing of utilities and refuse collection and ingress/egress in case of fire,

catastrophe and emergency.

Analysis: The subject property is bounded by and connected to 76th Avenue, an improved 60-foot-wide local street and 78th Avenue, an improved 63-foot-wide collector street. Sidewalks are existing in both existing rights-of-way. The applicant is requesting a variance to right-of-way improvements on 78th Avenue, see Section VI below for analysis. Access to the individual parcels will be accomplished with a 12-foot-wide, one-way, substandard, private right-of-way connecting to both 76th and 78th Avenues. While the paved width of the right-of-way is 20 feet, an 8-foot-wide portion will be cross-hatched and designated for Fire Department Access as they require 20-foot-wide drive lanes. A sidewalk is proposed along the east side of the private right-of-way. A variance is being requested to the requirement that sidewalks be constructed on both side of the internal road, see Section VI below for analysis. The proposed right-of-way is connection to both 76th and 78th Avenues with a continuous sidewalk which appears adequate for separating automotive and pedestrian traffic and ensures pedestrian safety along with providing access to the site for servicing of utilities, refuse collection, and in case of an emergency.

Traffic impacts are as follows:

1. Characteristics:

ACCESS / DESIGNATION	
76 th Avenue	Local
78 th Avenue	Collector
EXISTING CONDITIONS	
76 th Avenue	2 lane rural
78 th Avenue	2 lane urban

2. Trip Generation:

BY PREVIOUS USE – 1 single family dwelling (vacant for 10 years)
9.6 trips/unit x 1 dwelling unit = 9 trips per day
BY PROPOSED USE – 21 townhomes
5.8 trips/unit x 21 units = 122 trips per day

3. Level of Service:

76 th Avenue	N/A*
78 th Avenue	LOS C

*Local streets are not given a classification in the Level of Service report.

- B. Location and relationship of off-street parking and off-street loading facilities to driveways and internal traffic patterns within the proposed development with particular reference to automotive and pedestrian safety, traffic flow and control, access in case of fire or catastrophe, and screening and landscaping.

Analysis: Parking regulations in the Land Development Code require two parking spaces per dwelling unit which results in a requirement for 42 parking spaces. The applicant is proposing 47 parking spaces. Parking is proposed adjacent to the private road, and in front of (west) of the buildings. A four-foot-wide sidewalk is proposed along the east side of the private right-of-way, to provide safe pedestrian travel. Location of parking spaces should not impede access in case of emergency.

- C. Sufficiency of setbacks, screens, buffers and general amenities to preserve internal and external harmony and compatibility with uses inside and outside the proposed development and to control adverse effects of noise, lights, dust, fumes, and other nuisances.

Analysis: PUD regulations provide for flexibility of setbacks subject to certain criteria, such as: character of the surrounding land, impact on abutting development and nature of proposed development. The setbacks proposed for this particular development meet the Code requirements in the "R-6" Multifamily Residential/Commercial. Exterior proposed setbacks for the development are as follows:

North – 30 feet
South – 30 feet
East – 20 feet
West – 30 feet

- D. Drainage on the property with particular reference to the effect of provisions for drainage on adjacent and nearby properties and the use of on-site retention systems. City Council may grant approval, subject to approval by the City Manager, or his designee, of a drainage plan as required by the City Drainage Code.

Analysis: The site plan includes a retention pond on the south end of the site, at the 76th Avenue frontage. The private road will include drainage structures that are piped to the pond. All detailed drainage plans will be reviewed at final site plan review and will be required to meet the Southwest Florida Water Management District's standards as well as the City's.

- E. Availability and compatibility of hook-in locations between the project and necessary utilities.

Analysis: Existing infrastructure for water and sewer services is adequate and reasonably available to meet the needs of the site.

- F. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effects, and compatibility and harmony with adjacent properties.

Analysis: Any signage desired will need to meet the requirements of Article 6, Signs, of the Land Development Code and will be reviewed with Final Site Plan Review. Exterior lighting shall be limited to internal vehicular use areas and shall not spill over into abutting properties or rights-of-way as much as possible by installation of cut-off fixtures that direct light to the pavement.

- G. Orientation and location of buildings, recreational facilities and open space in relation to the physical characteristics of the site, the character of the neighborhood and the appearance and harmony of the building with adjacent development surrounding landscape.

Analysis: The applicant is proposing a 21-lot single family attached dwelling subdivision. The total parent parcel is 1.4 acres (M.O.L.) and density of 15 units per acre allows for 21 units. The three buildings are oriented facing west with fronts being toward the private road. No recreational facilities are proposed within the development, however, the units will have small rear yards and concrete patios. Open space is distributed around the subdivision with the majority located in the southern portion of the property.

- H. Proximity, relationship and compatibility of existing and proposed surrounding land use.

Analysis: This parcel is within the "R-6" Multifamily Residential/Commercial Zoning District which consists of mixed residential and commercial uses. The project abuts a multifamily development to the east and a previously occupied day care center to the west. Single family residential is located to the north and a storage facility to the south. The proposed single-family attached dwelling subdivision appears to be compatible with the surrounding neighborhood.

- I. General amenities included as part of the development to complement the character of the surrounding area.

Analysis: No amenities have been proposed with this development at this time.

- J. Treatment and location of handling of solid waste disposal.

Analysis: A dumpster enclosure is proposed on the south end of the property.

- K. Landscaping and preservation of natural or man-made features of the site including trees and other vegetation.

Analysis: A landscape plan was not submitted; however, by review of the dimensional areas on the plan and commitment from the applicant, all landscape requirements can be met.

IV. Section 18-1531 CONDITIONAL USE REVIEW CRITERIA (CU 2018-7)

- (A) In granting an application for conditional use, the City shall find that such approval will not adversely affect the public interest, and shall consider the compatibility criteria listed in Paragraph (C), below, in their decision.
- (B) In evaluating an application for conditional use, the presence of non-conforming uses or buildings, substandard property maintenance, or substandard conditions in the neighborhood shall not be used to justify the granting of a conditional use. Additionally, the cumulative impact of the proposed use in proximity to a similar existing use shall be considered, as such the scale, placement, orientation, design, appearance, and intensity of the conditional use and improvements to be associated with the conditional use, as applicable.

(C) Compatibility Review Criteria

1. Whether the use and its proposed scale will be inconsistent with the established character of the immediate neighborhood, to the extent that such character is consistent with the Comprehensive Plan and the provisions of the applicable zoning district(s).

Analysis: Residential uses are located to the north and east, a previously occupied, and now vacant, daycare center to the west and commercial to the south. Single family attached dwellings should be consistent with the character of the neighborhood.

2. Whether the use will diminish the use or enjoyment of other properties and living or working conditions in the neighborhood.

Analysis: Single family dwellings generate a limited amount of traffic and noise. This use should not diminish the use or enjoyment of other properties in the neighborhood.

3. Whether the use will impede the normal and orderly development and improvement of surrounding properties for uses permitted in their respective zoning districts and in a manner consistent with the Comprehensive Plan.

Analysis: Most surrounding properties are currently developed and the proposed use should not impede with any future development or redevelopment of the surrounding parcels.

4. Whether the establishment, maintenance or operation of the use will be detrimental to, or endanger the public health, safety, comfort or general welfare as a result of hours of operation, arrangement of uses on the site, noise, vibration, emission or pollutant, glare, odor, dust, traffic congestion, attractive nuisance, or other condition.

Analysis: The proposed use of 21 single family attached homes should not cause any adverse effects to the general welfare of the surrounding neighborhood.

5. Whether the land area is sufficient, appropriate and adequate for the use and reasonably anticipated operations and expansion thereof.

Analysis: The property is a total of 1.4 acres (MOL). It can be ascertained that this land area is sufficient for 21 single family attached dwelling units.

6. Whether the use and associated improvements will adversely affect a known archaeological, historical, cultural, or landscape resource.

Analysis: There are no known archaeological, historical, cultural, or landscape resources that will be adversely affected at this property.

7. Whether the particular traffic generation characteristics of the proposed use, including the type of vehicular traffic associated with such uses is compatible with the traffic generation characteristics of other uses permitted in the zoning district(s) applicable to the neighborhood.

Analysis: Trip generations can be found in Section III (A) above.

V. SECTION 18-1531.10 LIST OF CONDITIONAL USES AND REQUIREMENTS (CU 2018-7)

There are two special requirements for "Dwellings, multifamily with density over 12.5 units per acre, but no greater than 15 units per acre" listed in Section 18-1531.10 of the Land Development Code. These special requirements and an analysis of whether or not the request meets the criteria are as follows:

(A) General Requirements.

- (1) Review by the Planning and Zoning Commission and approval by City Council.

Analysis: This staff report provides an analysis of the submitted site plan for review by the Planning and Zoning Commission and City Council.

(B) Specific Requirements for "R-5," "R-6" and "GO," Districts.

- (1) Minimum Lot area: Forty-three thousand five hundred sixty (43,560) square feet (one (1) acre).

Analysis: This parcel is approximately 60,984 square feet and 1.4 acres.

- (2) Minimum Lot width: Two hundred (200) feet.

Analysis: The parent parcel is 100 feet wide. PUD regulations provide for flexibility in the Code requirements allowing the applicant to design a new site design. Variance analysis in Section VI below.

- (3) Other regulations contained in Section 18-1514.4 shall apply in their entirety except as modified above in Subsection (1) and (2).

Analysis: All proposed design aspects that deviate from the Land Development Code are described in Section VI below. The PUD regulations allow for this flexibility.

(4) All residential development shall contain a minimum of two (2) stories.

Analysis: The proposed buildings are two stories.

(5) Ten-foot wide landscaped buffer along the entire right-of-way which provides the primary access to the site, in accordance with Section 18-1533.16 requirements applicable for landscaping standard Number 1.

Analysis: This requirement will be met.

(6) In addition to the required perimeter landscaping regulations, one (1) tree for every thirty (30) linear feet of perimeter area, or fraction thereof, shall be provided. If a creative landscape design is proposed and accepted, the regular perimeter landscaping regulations of Section 18-1533.16 shall not apply.

Analysis: A detailed landscape plan was not submitted with this PUD; therefore, all landscape requirements are committed to be met.

(7) Interior sidewalks throughout the development shall interconnect buildings, parking areas and recreational facilities, and adjacent rights-of-way.

Analysis: This requirement will be met.

VI. Sec. 18-1537.2. VARIANCE REVIEW CRITERIA (BOA 2018-14)

Variances from the terms of this Ordinance shall not be granted by the City Council sitting as the Board of Adjustment unless and until a written application for the variances is submitted demonstrating:

1. That special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, buildings or structures in the same district.
2. That literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Ordinance.
3. That the special conditions and circumstances do not result from the actions of the applicant.
4. That granting the variances requested will not confer on the applicant any special privilege that is denied by this Ordinance to other lands, structures or buildings in the same district.
5. The City Council shall further make a finding that the reasons set forth in the application justify the granting of the variances, and that the variances are the minimum variances that will make possible the reasonable use of the land, building or structure.

6. The City Council shall further make a finding that the granting of the variances will be in harmony with the general purpose and intent of this Ordinance, will not be injurious to the neighborhood, or otherwise detrimental to the public welfare.

(A) Variance to create a substandard private right-of-way. Sec. 18-105.5(B)1.

Analysis: The proposed private north-south road is proposed perpendicular to 76th and 78th Avenues, running along the front of the proposed homes. This road will be a one-way 20-foot-wide road to allow for one way traffic and additional width for emergency access. The homeowners' association will be responsible for the maintenance of the private right-of-way. The design of this road serves more as a private driveway rather than a public road. Is it not connected to the grid and will not service any other properties.

(B) Variance to construct sidewalk on one side of the proposed private right-of-way. Sec. 18-105.7.

Analysis: The applicant has proposed a four-foot-wide sidewalk in front of the buildings along the east side of the private right-of-way. No sidewalks are proposed on the west side of the road. Due to the limited number of units proposed and the fact that this will be a private right-of-way, it could be ascertained that sidewalks on both sides would be unnecessary.

(C) Variance to reduce minimum lot frontage on private right-of-way from 40 feet to 18 feet. Sec. 18-105.3(A).

Analysis: These single-family attached dwellings are proposed as fee simple lots with remaining area under ownership of the homeowners' association. Each lot will be either 18 or 22 feet wide. With no driveway needed and setbacks between units irrelevant, the typical minimum lot width requirement will not apply to this development.

(D) Variance to reduce minimum lot width in the "R-6" Multifamily Residential/Commercial Zoning District from 100 feet to 18 feet.

Analysis: See analysis in (C) above.

(E) Variance to increase maximum block length from 600 feet to 600.73 feet. Sec. 18-105.4(C).

Analysis: The existing block between 78th and 76th Avenues and 40th and 43rd Streets is slightly over 600 feet long. With less than one foot in excess, this variance should not create any adverse effects for the surrounding area.

(F) Variance to reduce the minimum block width from two tiers of lots to one. Sec. 18-105.4(B).

Analysis: Due to the limited amount of area in this parcel and existing surrounding developments, the available land does not allow the ability to construct two tiers of lots.

(G) Variance to intersection design standards. Sec 18-105.5(C)2B.

Analysis: The Land Development Code requires a local street intersecting with a collector or arterial street to be increased in width to 100 feet wide to allow for increased flow in traffic. This new private road will intersect with 78th Avenue, a collector street. However, this private road will serve as a driveway more than a local street. The need for increased intersection size may be unnecessary.

(H) Variance to improvements to 78th Avenue. Sec. 18-106.7.

Analysis: Code requires all new subdivisions improve any substandard rights-of-way abutting the subdivision. Currently 78th Avenue is 63-feet-wide and required at 80-feet-wide. In order to meet the requirements of this Section, the subject property would need to dedicate or reserve 7 feet for future expansion.

(I) Variance to building design standards from four-foot staggering to two-foot staggering. Sec. 18-1514.5(A).

Analysis: Although the architectural drawings have not been completed at this time, the applicant asserts that the staggering of building facades will be limited to two feet at 120-foot intervals or every four units, whichever is less.

VII. DEVELOPMENT CONSIDERATIONS

1. Application for building permits shall be submitted within six (6) months of Master Plan approval.

VIII. MOTION

After review of the Master Plan and the review criteria of Section 18-1539.3, I move to APPROVE/DENY Case No. PUD 2018-2/CU 2018-7/BOA 2018-14 for the adoption of an amended Master Plan within an "RPUD" Residential Planned Unit Development overlay ("R-6" underlying zoning) or a zoning classification of lesser intensity as identified in Chapter 18, Land Development Code of the City Code of Ordinances on 1.4 acres (M.O.L.) of land generally located at 4190 78th Avenue; subject to the following condition:

1. Development controls are established through the development order, consisting of the application, staff report and preliminary and final site plans, along with any accompanying text or graphics that constitute land development regulations applicable to the subject site. The submitted site plan, prepared by Deuel and Associates, last revised on January 26, 2018, and as may be directed by City Council to revise as a result of their review, shall be accepted as the controlling site plan for the development. All regulations not addressed in the site plan and supporting documentation shall default to Code in effect at the time of "RPUD" Residential Planned Unit Development adoption.

EXHIBIT "A"

THE EAST 100 FEET OF THE WEST 410.5 FEET OF THE NORTH ½ OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY FLORIDA, LESS 33 FEET OF THE NORTH END AND LESS 20 FEET OF THE SOUTH END FOR PUBLIC STREET PURPOSES ABOVE RECORDED TRACT OTHERWISE KNOWN AS LOT 18, BLOCK 2, ACCORDING TO THE UNRECORDED PLAT OF THE HAINES ROAD FARMS.

City of Pinellas Park, Florida
APPLICATION FOR PLANNED UNIT DEVELOPMENT (PUD)

FOR OFFICE USE ONLY

CASE #: PUD 2018-2 PZ MEETING: 3/1/18 C/CRA MEETING: 3/22/18 + 4/12/18
PLAT SHEET: E-4 RELATED CASES: _____ RECEIPT NUMBER: 2430991
ZONING DISTRICT: PPUD LAND USE DESIGNATION: CRD DATE RECEIVED: 1/20/18
R-6

REQUEST AND PROPERTY INFORMATION

REQUEST: See attached Narrative

GENERAL LOCATION OF PROPERTY OR ADDRESS: Subject Parcels are located west of Parkwood Townhomes on
42nd Lane N. (Private Road) between 76th Avenue N. and 78th Avenue N., in Pinellas Park.

PROPERTY SIZE (Acreage or Square Feet): 1.4 Acres or 60,070 Square Feet

CURRENT USE, NUMBER AND TYPE OF BUILDINGS: Condo Common Area - Open/Green Space (939)

PARCEL NUMBER(S): 27-30-16-66869-000-0001 + 27-30-16-66869-001-0010 to 0070 +
27-30-16-66869-002-0010 to 0070 + 27-30-16-66869-003-0010 to 0070

LEGAL DESCRIPTION: LOT _____, BLOCK _____, SUBDIVISION _____

OR METES AND BOUNDS DESCRIPTION (attach if lengthy):

Please refer to the Site Plan submitted.

OWNER/APPLICANT INFORMATION

PROPERTY OWNER: Nineteen60 Capital Fund LLC PHONE: (303) 960-2284

ADDRESS/CITY/ZIP: P.O. Box 22, St. Petersburg, Florida 33731

AUTHORIZED AGENT: Brian A. Barker, PE [Deuel & Associates] PHONE: (727) 822-4151

ADDRESS/CITY/ZIP: 565 S. Hercules Avenue, Clearwater, Florida 33764

OTHER REPRESENTATIVE: _____ PHONE: (_____) _____

ADDRESS/CITY/ZIP: _____

AFFIDAVIT OF OWNERSHIP

STATE OF FLORIDA - COUNTY OF PINELLAS:

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

Nineteen60 Capital Fund LLC

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

ADDRESS OR GENERAL LOCATION:

Pinellas County Parcel Numbers: 27-30-16-66869-000-0001 + 27-30-16-66869-001-0010 to 0070 + 27-30-16-66869-002-0010 to 0070 + 27-30-16-66869-003-0010 to 0070

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

See attached "Exhibit A"

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

Rezoning to a "R-6 with a RPUD Overlay" and Site Plan Approval for a twenty-one (21) Lot Multi-Family Residential Subdivision with a Private Road.

3. That the undersigned (has/have) appointed and (does/do) appoint Brian Barker, Deuel & Assoc. as (his/their) agent(s) to execute any petitions or other documents necessary to affect such application.

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

Ronald Klein

SIGNED (PROPERTY OWNER)


[Signature]

SIGNED (PROPERTY OWNER)

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 25th Day of January 2018
(Date)

By Ronald Klein
(Name of person acknowledging and title of position)


Ryan McDermott
State of Florida
My Commission Expires 08/25/2020
Commission No. GG 24838

who is personally known to me or who has produced Colorado State Driver License
(Type of Identification)

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

(SEAL ABOVE)

[Signature] Notary Public, Commission No. GG 24838

Ryan McDermott
Name of Notary typed, printed or stamped)

REQUEST AND PROPERTY INFORMATION NARRATIVE

REQUEST:

Rezone subject parcels from "R-6 MF Residential/Commercial" to "R-6 MF Residential/Commercial with 'RPUD' Overlay" with a Conditional Use to allow 'Dwellings Multi-Family with a density greater than 12.5 Units/Acre but not to exceed 15 Units/Acre; with Variances and/or Waivers to include: reduction of Rear Yard setback to 15-feet; creation of a substandard private Right-of-Way; minimum lot frontage on a ROW to less than 40-feet; Block length greater than 600-feet; Block width less than 2 tiers of lots; reduced intersection design standards (limited # of dwellings proposed); decreased Right-of-Way improvements to 78th Avenue N. (less than min. 80-foot width); decreased building design standards (bldg. staggering less than 4-feet); decreased landscape requirements [decreased buffer strip (4-feet from bldg. to back of sidewalk)]; reduced base flood elevation freeboard requirement for proposed buildings [freeboard to be less than the City's requirement of two (2) feet above highest road centerline elevation but greater than FEMA's requirement of one (1) foot higher than the minimum base flood elevation]; and Site Plan Approval for a twenty-one (21) Lot Multi-Family Residential Subdivision with a Private Road.

Owner / Applicant: Ninteen60 Capital Fund LLC

Parcel Numbers: 27-30-16-66869-000-0001 +
27-30-16-66869-001-0010 to 0070 +
27-30-16-66869-002-0010 to 0070 +
27-30-16-66869-003-0010 to 0070

EXHIBIT "A"

THE EAST 100 FEET OF THE WEST 410.5 FEET OF THE NORTH ½ OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY FLORIDA, LESS 33 FEET OF THE NORTH END AND LESS 20 FEET OF THE SOUTH END FOR PUBLIC STREET PURPOSES ABOVE RECORDED TRACT OTHERWISE KNOWN AS LOT 18, BLOCK 2, ACCORDING TO THE UNRECORDED PLAT OF THE HAINES ROAD FARMS.

PUD 2018-2/CU 2018-7/BOA 2018-14/MS 2018-14



January 29, 2018

- CSX Railroad Lines
- Centerlines
- Private Roads
- Channels
- Channel
- Ditch
- Waterbodies
- DRY
- WET
- Pinellas Park
- Rights of Way
- Annexations

1:2,532



Sources: Esri, HERE, DeLorme, Intermap, Incorp., GEBCO, USGS, FAO, NPS, NRCAN, GeBCO, IGN, Kartas, NL, Ordnance Survey, Esri, Japan, METI, Esri, China, Hong Kong, Swisstopo, Mapbox India, © OpenStreetMap contributors, and the GIS User Community

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City of Pinellas Park

Staff Report

File #: 18-388, **Version:** 1

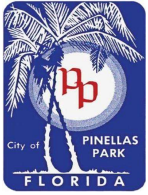
Agenda Date: 3/22/2018

APPOINTMENT OF 2018 CRA BOARD CHAIR AND VICE-CHAIR

NOTE: The Community Redevelopment Agency (CRA) Chair and Vice-Chair are selected by a majority of the voting members of the CRA to serve a one-year term ending in March. The CRA Board voted at its meeting of March 20, 2018 to recommend CRA officers for 2018-2019, subject to approval of City Council.

ACTION: (Approve - Deny) The appointment of _____ to serve as CRA Chair and _____ to serve as CRA Vice-Chair for a one-year term ending March, 2019.

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City of Pinellas Park

Staff Report

File #: 18-400, **Version:** 1

Agenda Date: 3/22/2018

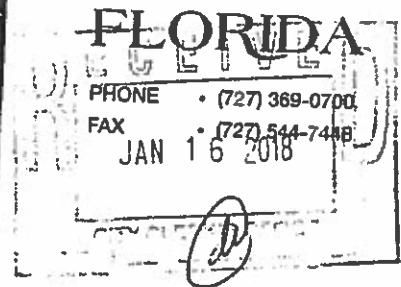
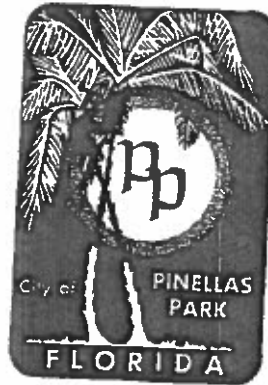
APPOINTMENT TO THE BOARD OF ADJUSTMENT - Ms. Karol Singleton

NOTE: A vacancy was created by Mr. Munaf S. Kapadia, who resigned from the Board of Adjustment by an e-mail dated January 5, 2018. His term was to expire on April 14, 2019. On February 27, 2018, the applicant, Ms. Karol Singleton, was interviewed and selected by the members of the Board with her term to expire on April 14, 2019.

ACTION: (Approve - Deny) The appointment of Karol Singleton to the Board of Adjustment with her term to expire on April 14, 2019.

City of
PINELLAS PARK

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



CITY BOARD AND COMMISSION APPLICATION

- ☒ BOARD OF ADJUSTMENT (MUST BE A RESIDENT)
☐ CITIZEN BUDGET ADVISORY COMMITTEE
☐ CODE ENFORCEMENT BOARD (MUST BE RESIDENT)
☐ LIBRARY BOARD (MUST BE RESIDENT FOR 1 YEAR)
☐ OTHER _____

- ☐ PARKS & RECREATION ADVISORY BOARD (MUST BE A RESIDENT)
☐ PENSION BOARDS (RESIDENCY MAY BE REQUIRED)
☐ PLANNING & ZONING (MUST BE A RESIDENT)
☐ RECREATION BOARD (MUST BE A RESIDENT)
☐ SPECIAL MAGISTRATE

NAME KAROL A. Singleton

ADDRESS _____

HOME PHONE _____ CELL PHONE SAME

EMPLOYER Retired

ARE YOU A GRADUATE OF THE CITY'S APPLE PROGRAM? _____ IF YES, WHAT YEAR? _____

ARE YOU A RESIDENT OF CITY OF PINELLAS PARK? YES IF YES, FOR HOW LONG? Approx 35 YEARS

DO YOU SERVE ON A CITY BOARD? NO IF YES, BOARD NAME _____

ARE YOU AVAILABLE FOR DAY MEETINGS? YES ARE YOU AVAILABLE FOR NIGHT MEETINGS? YES

PLEASE LIST ANY RELATIVES THAT WORK FOR PINELLAS PARK NO

HAVE YOU EVER QUALIFIED FOR A "PROTECTED ADDRESS" STATUS UNDER FLORIDA STATUTE 119?

IF YES, QUALIFYING STATUS yes, former Husband + I both were in law enforcement

EDUCATIONAL BACKGROUND High School - Cosmetology

ORGANIZATIONAL MEMBERSHIPS (FULL NAME) American Legion Aux / Ch's 75th Jubilee
HOA Autumn Beacon Run - PTA - committee
BLUE KNIGHTS - worked polls at 282 - President of P.P. Holiday Parade 2017

INTERESTS Home-garden - some politics

SIGNATURE Karol A Singleton DATE: Jan 12, 2018

*****ALL APPLICATIONS MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE*****
THIS APPLICATION WILL BE KEPT ON FILE FOR A PERIOD OF ONE (1) YEAR



There was one applicant interviewed for the Board of Adjustment vacancy. As a result, Ms. Karol Singleton was recommended for appointment to the board.

MOTION was made by Mr. VonHof and **SECONDED** by Mr. Andolina to **RECOMMENDED** appointment to the board Ms. Karol Singleton.

ROLL CALL VOTE

Ayes: VonHof, Holmes, Andolina, Murray, Mygdal
Nays: None

THE MOTION CARRIED UNANIMOUS VOTE

GENERAL BUSINESS

Next meeting is March 27, 2018

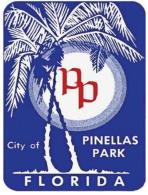
ADJOURNMENT

MOTION was made by Mr. Mygdal and **SECONDED** by Mr. Holmes to **ADJOURN** the meeting.

Meeting adjourned at approximately 6:43 p.m.

Charles Murray, Chairperson

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City of Pinellas Park

Staff Report

File #: 18-390, **Version:** 1

Agenda Date: 3/22/2018

MEMORANDUM OF AGREEMENT BETWEEN THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND THE CITY OF PINELLA PARK, FLORIDA

NOTE: The Florida Division of Emergency Management is required by state statute to provide a communications system for mass alert and notification in emergency situations. The Division has contracted with EverBridge, Inc. for the provision of these services through the Alert Florida Initiative. This communication system is provided at no cost to local subdivisions within the State of Florida during the contract period ending June 30, 2019. This Memorandum of Agreement authorizes the use of Alert Florida communications system for designated purposes by the City of Pinellas Park, and establishes the terms and conditions of such usage.

ACTION: (Approve - Deny): Memorandum of Agreement between the Florida Division of Emergency Management and the City of Pinellas Park, Florida.

MEMORANDUM OF AGREEMENT
BETWEEN THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND
THE CITY OF PINELLAS PARK, FLORIDA

This Memorandum of Agreement (the "Agreement") is made and entered into by the Florida Division of Emergency Management (hereinafter referred to as the "Division") and the CITY OF PINELLAS PARK, FLORIDA (hereinafter referred to as the "Subdivision").

WHEREAS Section 252.35(2)(a)6, Florida Statutes (2015), (F.S.), requires the Division to establish a system of communications and warning to ensure that the state's population and emergency management agencies are warned of developing emergency situations and can communicate emergency response decisions;

WHEREAS the Division has executed contract DEM-16-PG-E4-13-00-22-379 with Everbridge, Inc. for the provision of Statewide alert and mass notification services in support of its AlertFlorida Initiative, hereinafter referred to as the "notification system;"

WHEREAS the Division is funding and providing the notification system at no local cost to eligible subdivisions for the initial contract and all renewal years (ending on June 30, 2019), contingent upon an annual appropriation by the Florida Legislature;

WHEREAS Section 252.38 F.S. establishes Emergency Management powers of political subdivisions and constructs safeguarding the life and property of its citizens as an innate responsibility of the governing political body of each political subdivision of the state, and;

WHEREAS the Subdivision desires to utilize the notification system provided by the Division to transmit alerts, notifications, and other authorized public safety messaging to residents, businesses, and visitors located in or transiting through their political subdivision, while performing its powers under section 252.38 F.S.

NOW, THEREFORE, in consideration of the cooperative effort between the parties contained herein, the parties agree as follows:

1. TERM OF AGREEMENT

This agreement is effective on the date of execution by the last-signing party and shall remain in effect for the duration of services provided under contract DEM-16-PG-E4-13-00-22-379, but no later than June 30, 2019.

2. DUTIES AND RESPONSIBILITIES

A. Division of Emergency Management

The Division:

- I. Has assigned a contract manager for the notification system pursuant to section 287.057(14) F.S. who will enforce the performance of the contract

terms and conditions and serve as a liaison with the contractor, Everbridge Inc.

- II. Reserves the right to access any political subdivision's account or organization in the system for purposes of contract management, and to monitor system activity and usage.
- III. Will limit the number of personnel with high-level administrative access credentials to the system, and will take reasonable efforts to prevent the unauthorized disclosure of contact information protected under section 119.071(5)(j) F.S.
- IV. Reserves the right to launch a statewide notification to all available "opt-in" contact data in the system resulting from a catastrophic natural or technological disaster, a widespread public health emergency, an imminent or actual attack of a foreign military power, or a similar emergency where a delay to coordinate locally-initiated notifications would endanger the health and safety of the State's population.
- V. Reserves the right to require certain notification subscription options be set to "mandatory" in a subdivision's public-facing opt-in portal, including:
 - a. Tornado Warnings
 - b. Flash Flood Warnings
 - c. Hurricane Warnings
 - d. Statewide Notifications
 - e. Countywide Notifications
- VI. Will, upon termination of the contract, distribute the system's recipient contact data to the Subdivision as specified in Minimum Support Requirement number eight of the contract's Scope of Work.

B. City of Pinellas Park, Florida

The Subdivision:

- I. Acknowledges the terms and conditions of the Division's contract, which is attached hereunto, and agrees to abide by the applicable terms thereof, specifically the Everbridge Core Platform Agreement, incorporated in the contract as Exhibit "E" and the Everbridge Acceptable Use Policy, available via <http://www.everbridge.com/aup> and incorporated in the contract as Exhibit "F."
- II. Agrees to place a "powered by AlertFlorida" icon that shall encompass no greater or less than 10% the banner image of the Subdivision's public-facing opt-in portal(s) for continuity with statewide branding.
- III. Acknowledges the following authorized uses of the system and agrees to limit use of the system to those uses, defined by the Division as the following categories of notifications:
 - a. Population protective actions, such as evacuation orders, shelter-in-place warnings, boil water notices, and similar actions;
 - b. Emergency preparedness and response information, such as the availability of sand bag stations for flood-fighting efforts, notification of planned or anticipated disruption of municipal services & municipal

- or commercial utilities, the establishment of emergency shelters, implementation of curfews and other law enforcement security measures, the designation of security zones around specific planned events, the establishment of keywords for event-specific messaging, and other similar messaging that conveys a change in the Subdivision's steady-state operational posture;
 - c. Disaster recovery information, such as the location of disaster recovery centers, availability of voluntary agency or governmental disaster recovery assistance, and updates on debris clearance and the allowance of re-entry into a portion of the subdivision impacted by a disaster;
 - d. Emergency preparedness exercises, including operational tests of notification capability and public notification of functional or full-scale public safety and emergency management exercises occurring within the jurisdiction;
 - e. Law enforcement searches for a missing person or a manhunt for escaped convicts or suspects evading arrest;
 - f. Automated weather warnings provided by the National Weather Service;
 - g. Notification and recall of Subdivision employees, contractors, and other response partners that support the activation of the Subdivision's Emergency Operations Center or supplement the staffing of existing public safety response and recovery functions, including the staffing of specialty response teams;
 - h. Community notifications to citizen Opt-In subscribers, Nixle key word text anonymous Opt-In that support subdivision planned or unplanned events or provide information on community provided services, and;
- IV. Acknowledges that while the contract provides access to Integrated Public Alert and Warning System (IPAWS) and Emergency Alert System (EAS) initiation features, the Division will NOT approve requests for Collaborative Operating Group (COG) licenses that originate from political subdivisions below the COUNTY level, as the alerting systems accessible through IPAWS are capable of transmitting alerts across jurisdictional boundaries.
- V. Agrees to make a reasonable effort to supply the Division with requested information about any existing or recent local contracts for mass notification services, for the purpose of developing quantitative cost impact and qualitative notification capability measures in support of legislative budget requests for continued funding of the initiative.
- VI. Agrees to develop a written Standard Operating Procedure (SOP) that governs access to and use of the notification system within the Subdivision, to include, at minimum, the following topics:
- a. Defining the local organization administrator(s);
 - b. Defining procedures for requesting administrative access within the jurisdiction and the training requirements for granting such access;

- c. Establishing a message drafting and approval process;
- d. Discussing the difference between “opt-in” and “opt-out” contact data, limiting the use of “opt-out” data to imminent or actual life threatening emergencies, and considering the time of day when initiating notifications that use “opt-out” data, and;
- e. Specifying the responsibility and frequency of periodically reviewing all administrative user accounts within the County’s organization(s) to validate the continued relationship and need for access of each current user.

The SOP must be developed within 60 days of the effective date of this agreement and is subject to review by the Division at any time during the agreement.

- VII. Acknowledges that Everbridge, Inc. provides additional notification system capabilities and services which are not covered under the Division’s contract for the notification system (hereafter referred to as “non-covered services”). If the Subdivision desires to enhance their notification capabilities by adding non-covered services to their organization(s), then the Subdivision will be responsible for any additional costs incurred as a result of adding those services, plus any costs arising from technical support of the non-covered services, payable directly to Everbridge. The Subdivision will notify the Division of its intent to add non-covered services prior to deployment, and will provide an additional notification after deployment, with the intent of maintaining visibility on the vendor’s provision of support and maintenance on covered features.

3. POINTS OF CONTACT

The parties shall direct all matters arising in connection with the performance of this Agreement to the attention of the respective contact persons named below for resolution or action:

For the Division:

Andrew Sussman, Special Projects
Coordinator
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone: 850-815-4110
Email: Andrew.Sussman@em.myflorida.com

For the Subdivision:

Suzanne Boisvert, Emergency
Management Planner
11350 43rd Street North
Clearwater, Florida 33762
Telephone: 727-369-5808
Email: sboisvert@pinellas-park.com

4. TERMINATION OF AGREEMENT

The parties may terminate this Agreement at any time upon thirty days’ written notice to the points of contact specified herein.

5. LIABILITY

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of 768.28, F.S. Nothing herein shall be construed as consent by either party to be sued by third parties.

6. ATTACHMENTS

The following attachments are incorporated hereunto by reference:

- A. Attachment 1 – Definitions
- B. Attachment 2 – Contract DEM-16-PG-E4-13-00-22-379 between the Division and Everbridge, Inc.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates appearing beneath their respective signatures.

**FLORIDA DIVISION OF
EMERGENCY MANAGEMENT**

CITY OF PINELLAS PARK, FLORIDA

By: _____

By: _____

Sandra Bradbury, Mayor

Date

Date

Attachment 1 – Definitions

Account – An account is the access point to the web-based Everbridge Suite platform. Accounts are segmented into Organizations, and are typically segmented further into numerous groups.

Contact - Individuals who may receive notifications from or through the notification system, including any individual person who provides their personal contact information through an opt-in portal.

Opt-In – The process whereby a contact subscribes to receive notifications through an organization-specific web portal, or by sending the subdivision’s keyword(s) or zip code(s) to an established SMS short code.

Opt-Out – Contact and address point data loaded into the Everbridge Platform by a political subdivision without the intervention of the contact.

Organization - In the Everbridge Platform, an organization (“Org”) contains a contact database and the capability to send notifications. Each Org has a mapping feature that allows users to send notifications based on registered locations of contacts. Orgs can be configured with a variety of settings and users can view and create numerous reports.

User - Individuals assigned roles and granted permission to manage users, manage contacts and groups, edit settings, and/or send notifications within the Everbridge platform.

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

Contract Number: 16-PG-E4-13-00-22-379

CONTRACT

THIS AGREEMENT is entered into by and between the State of Florida, Division of Emergency Management, (hereinafter, "Division"), and Everbridge, Inc., a Delaware Corporation (hereinafter, "Contractor"), an entity duly authorized to conduct business in the State of Florida. For the purposes of this Agreement, the term "Division" includes the Florida Division of Emergency Management ("DEM") as well as the Florida State Emergency Response Team ("SERT"). In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. PURPOSE OF THE AGREEMENT

- A. The purpose of this Agreement is to provide products and/or services as described in the Scope of Work attached hereto as Exhibit "A" and made part hereof.
- B. No work shall commence until both parties have signed the Agreement.
- C. In order of precedence, the parties agree to remain bound by the following:
 - 1) The express terms of this Agreement, minus Exhibits;
 - 2) State of Florida PUR 1000 General Contract Conditions;
 - 3) Exhibit A "Scope of Work";
 - 4) Exhibit B "Price Sheet";
 - 5) Exhibit C "Method of Compensation";
 - 6) Exhibit D "Federal Funding Terms and Conditions";
 - 7) Exhibit E "Core Platform Agreement"; and, then
 - 8) Exhibit F "Acceptable Use Policy."

2. TERM

- A. The term shall begin upon execution of the Agreement by both parties and, unless terminated earlier in accordance with the provisions of section 8 of this Agreement, shall end on June 30th, 2016. If agreed upon by both parties in writing, this Agreement may be renewed subject to the renewal year prices established in Exhibit B. No renewal period shall exceed 12 months, and this Agreement shall not be renewed more than three times. When combined, the three renewal periods shall not exceed 36 months.
- B. If the parties relied upon a State Term Contract in order to enter into this Agreement, then: (1) any renewal or extension shall not exceed the expiration of the underlying State Term Contract by more than twelve (12) months; and, (2) no renewal or

extension shall occur if the underlying State Term Contract expires prior to the effective date of any renewal or extension.

- C. In accordance with section 287.057(13), Florida Statutes, and subject to the limitations outlined above in subparagraph 2.B. of this Agreement, the Division and the Contractor may renew this Agreement, in whole or in part, for a period that may not exceed three (3) years or the term of this Agreement, whichever is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. Additionally, any renewal: must be in writing and signed by both parties; is contingent upon satisfactory performance evaluations; and, is subject to availability of funds.

3. PERFORMANCE

- A. Time is of the essence with regard to each and every obligation of the Contractor. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.
- B. The Contractor shall immediately notify the Division in writing if its ability to perform is compromised in any manner during the term of this Agreement.
- C. The Contractor agrees to perform all tasks and provide deliverables as set forth in the Scope of Work and all contractual documents attached to this Agreement. The Division shall be entitled at all times to be advised, at its request, as to the status of work being done by the Contractor and of the details thereof. Coordination shall be maintained by the Contractor with representatives of the Division, or of other agencies interested in the project on behalf of the Division.
- D. The Division reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of the Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.
- E. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.
- F. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, then the Contractor shall immediately notify the Division in writing, indicating the specific restriction. The Division reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Division.

4. COMPENSATION AND PAYMENT

- A. The total funding amount of this Agreement for the purchase of commodities or the performance of services as described in Exhibit "A" of this agreement is shown in Exhibit "C".
- B. As required by section 287.0582, Florida Statutes, if this Agreement binds the Division for the purchase of services or tangible personal property for a period in excess of one fiscal year, "The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature."
- C. The parties acknowledge that Agency payments required pursuant to the terms of this Agreement are subject to and contingent upon the review and approval of the Chief Financial Officer pursuant to his authority as set forth in Article IV, Section 4 of the Florida Constitution ("The chief financial officer shall serve as the chief fiscal officer of the state, and shall settle and approve accounts against the state, and shall keep all state funds and securities.") as well as section 17.03, Florida Statutes ("The Chief Financial Officer of this state, using generally accepted auditing procedures for testing or sampling, shall examine, audit, and settle all accounts, claims, and demands, whatsoever, against the state, arising under any law or resolution of the Legislature, and issue a warrant directing the payment out of the State Treasury of such amount as he or she allows thereon.").
- D. Travel expenses are not reimbursable unless specifically authorized in writing, and shall be reimbursed only in accordance with section 112.061, Florida Statutes.
- E. The Contractor will be paid upon submission of properly certified invoice(s) to the Division after delivery and acceptance of commodities or services is confirmed in writing by the Division. Invoices shall contain detail sufficient for a proper pre-audit and post audit thereof and shall contain any Purchase Order and the Vendor's Federal Employer Identification Number or Social Security Number.
- F. No payment requirements shall start until a properly completed invoice is provided to the Division, inspected, and approved. Invoices that must be returned to the Contractor due to preparation errors will result in a delay in payment.
- G. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages.
- H. The Contractors providing goods and services to the Division should be aware of the following time frames:
 - 1) Pursuant to section 215.422(1), Florida Statutes, an invoice submitted to the Division shall be recorded in the financial systems of the State, approved for payment by the Division, and filed with the Chief Financial Officer not later than 20 days after receipt of the invoice and receipt, inspection, and approval of the goods or services, except that in the case of a bona fide dispute the invoice recorded in the financial systems of the State shall contain a statement of the dispute and authorize payment only in the amount not disputed.

- 2) Unless the procurement solicitation or this Agreement states otherwise, the Division has five (5) working days to inspect and approve commodities and services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense. Any resulting increase in cost will be charged against the Contractor.
 - 3) Pursuant to section 215.422(3)(b), Florida Statutes, the Division shall issue payment to the Contractor within forty (40) days after the invoice has been accepted. Failure to issue the warrant within forty (40) days may result in the Division paying interest at the rate established under subsection 55.03(1), Florida Statutes.
- I. Transaction Fee. The State of Florida, through the Department of Management Services (DMS), has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to subsection 287.057 (22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Contractors shall pay to the State. On-line filing is available at <http://dms.myflorida.com/mfmp>. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall self-report and pay the transaction fee pursuant to rule 60A-1.031 (2), Florida Administrative Code. By submission of these reports and corresponding payments, the Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Contractor shall receive a credit for any transaction fee paid by the Contractor for the purpose of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of this Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. A CONTRACTOR'S DELINQUENCY IN PAYING TRANSACTION FEES MAY RESULT IN BEING EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.
- J. The Contractor shall report and pay the transaction fee on a quarterly calendar basis using the Department of Management Service's Form PUR 3776, which is incorporated by reference. Any misrepresentation shall be punishable under law, including but not limited to: Chapter 817, Florida Statutes.
- K. The Contractor may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Division is responsible for all payments under the Agreement. The Division's failure to pay, or delay in payment, shall not constitute a breach of the Agreement and shall not relieve the Contractor of its obligations to the Division.

- L. A Vendor Ombudsman, whose duties include acting as an advocate for Vendors who may be experiencing problems in obtaining timely payment(s) from an Agency may be contacted at 850-413-5516 or by calling the State Comptroller's Hotline, 1-800-848-3792.
- M. The Division, 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 Division shall require a statement from the Chief Financial Officer of the Division 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 one (1) year, but any contract so made shall be executed only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.
- N. All refunds or repayments due to the Division under this Agreement shall be made payable to the order of the "Division of Emergency Management" and mailed directly to the attention of: **Cashier, Division Finance, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399**. The Contractor shall also notify the Division Program Manager (identified in section 13. A.) that it has issued a refund to the Division.

5. INDEMNITY AND PAYMENT FOR CLAIMS

- A. **INDEMNITY.** Subject to Section 5.2 of the Core Platform Agreement (Exhibit "E"), the Contractor shall be fully liable for the actions of its agents, employees, partners, assignees, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Division, and their officers, agents, and employees, from suits, actions, damages, and costs, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the action or inaction of Contractor, its agents, employees, partners, or subcontractors; provided, however, the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Division.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to the Division's misuse or modification of the Contractor's products or the Division's operation or use of the Contractor's products in a manner not contemplated by the Agreement. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Division the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure for the Division the right to continue using the product, the Contractor shall remove the

product, and refund to the Division the amounts paid in excess of a reasonable rental for past use. The Division shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the Division in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

Any Contractor which is a State agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortuous acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Contractor to which sovereign immunity applies.

Nothing herein shall be construed as consent by a State agency or subcontractor of the State of Florida to be sued by third parties in any matter arising out of any contract.

- B. **LIMITATION OF LIABILITY.** For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contained in this agreement.

Unless otherwise specifically enumerated in this Agreement or resulting purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

- C. **PAYMENT OF CLAIMS.** The Contractor guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Contractor or any subcontractor, in connection with the Agreement.

- D. **LIABILITY INSURANCE.** The Contractor shall 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 \$150,000.00 per person and \$300,000.00 each occurrence, and property damage insurance of at least \$150,000.00 each occurrence, for the services to be rendered in accordance with this Agreement.

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor liability and obligations under the Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

- E. **WORKERS COMPENSATION.** The Contractor shall maintain Workers' Compensation insurance as required under the Florida Workers' Compensation Law.

6. **COMPLIANCE WITH LAWS:**

- A. The laws of the State of Florida shall govern this Agreement. The Division and the Contractor submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to this Agreement. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, Florida Statutes, and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. The Contractor hereby submits to venue in the county chosen by the Division, to wit: Leon County, Florida.
- B. The Contractor must be registered with the Florida Department of State, Division of Corporations. Online-filing is available at: <http://www.sunbiz.org>.
- C. The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement. In accordance with section 119.0701(2), Florida Statutes, the contractor must:
- 1) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - 2) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - 4) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- D. Pursuant to section 287.058(1)(c), Florida Statutes, the Division may unilaterally cancel a contract if the vendor refuses to allow public access to all non-exempt documents, papers, letters, or other material made or received by the contractor in conjunction with the contract.
- E. The Contractor agrees that it shall make no statements, press releases, or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Division's Contract Manager or the Division's designated contact person and securing prior written consent. The Contractor shall maintain confidentiality of all confidential data, files, and records related to the services and/or commodities provided pursuant to this Agreement and shall comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, Florida Statutes. The Contractor's confidentiality procedures shall be consistent with the most recent version of the Division's security policies, protocols, and procedures. The Contractor shall also comply with any applicable professional standards with respect to confidentiality of information.
- F. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor shall comply with Section 247A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Pursuant to Section 287.058(1), Florida Statutes, the provisions of Section 287.058(1)(a)-(c), and (i), Florida Statutes, are hereby incorporated by reference, to the extent applicable.
- G. The Contractor should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.
- H. If regulated by the Florida Department of Business and Professional Regulation, the Contractor and its employees shall be bound by the standard of conduct provided in applicable Florida Statutes and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement.

The Contractor further covenants and agrees that when a former State employee is employed by the Contractor, the Contractor will require strict adherence by a former State employee to section(s) 112.313 and 112.3185, Florida Statutes, as a condition of employment for said former State employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Contractor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter for the work performed under this Agreement.

- I. A person or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months following the date of being placed on the convicted Contractor list.
- J. An entity or affiliate who has been placed on the discriminatory Vendor list may not submit a bid, proposal or reply on a contract to provide any goods or service to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
- K. The Division shall verify the Contractor and any subcontractor's against the Federal Excluded Parties List System to ensure the Contractor or subcontractor is not disbarred or excluded from receiving Federal contracts.
- L. The Contractor shall E-Verify the employment status of all employees and subcontractors to the extent permitted by federal law and regulation. The Division shall consider the employment by any Contractor of unauthorized aliens a violation of section 274A (e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. Furthermore, the Contractor agrees to utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the term of this Agreement for the services specified in this Agreement. The Contractor shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement.
- M. Pursuant to section 216.347, Florida Statutes, the Contractor shall not expend any State funds for the purpose of lobbying the State Legislature, the Judiciary, or an Agency.

- N. In accordance with section 20.055(5), Florida Statutes, the Contractor shall cooperate fully with the Inspector General in any investigation, audit, inspection, review, or hearing conducted pursuant to the Inspector General's statutory authority. Additionally, upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Contractor shall retain such records for the longer of: (1) three years after the expiration of the Purchase Order; or, (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.
- O. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

7. COPYRIGHT, PATENT AND TRADEMARK

- A. All plans, specifications, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived from them, which are newly developed by Contractor for the Division and which are deemed "public records" under applicable Florida law shall be the exclusive property of the Division without restriction or limitation on their use and shall be made available, upon request, to the Division at any time during the performance of such services and/or upon completion or termination of this Agreement.
- B. The Contractor shall not copyright any material and products or patent any invention developed under this Agreement. Any and all patent rights and any and all copyright accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. If the Contractor brings to the performance of this

Agreement a pre-existing patent or copyright, the Contractor shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

- C. If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with this Agreement, which is newly developed by Contractor for the Division and which is deemed a "public record" under applicable Florida law, the Contractor shall refer the discovery or invention to the Division for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Contractor shall notify the Division. Any and all copyrights accruing under or in connection with the performance under this Agreement are transferred by the Contractor to the State of Florida.
- D. Within thirty days (30) of execution of this Agreement, the Contractor shall disclose all intellectual properties relevant to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Contractor shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under subsection C, have the right to all patents and copyrights which occur during performance of the Agreement. As provided in Section 3.3 of the Core Platform Agreement, the Division acknowledges that the products and/or services described in the Scope of Work attached hereto as Exhibit "A" and all intellectual property rights therein are the property of the Contractor.

8. SUSPENSION OF WORK AND TERMINATION OF THE AGREEMENT

- A. **SUSPENSION.** The Division may in its sole discretion suspend any or all activities under this Agreement, at any time, when in the best interests of the State to do so. The Division shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to: budgetary constraints; declaration of emergency; or, other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety (90) days, or any longer period agreed to by the Contractor, the Division shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or, (2) terminate the Agreement. Suspension of work shall not entitle the Contractor to any additional compensation.
- B. **TERMINATION FOR CONVENIENCE.** The Division, by written notice to Everbridge, may terminate the contract in whole or in part when the Division determines in its sole discretion that it is in the State's interest to do so. The contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The contractor shall not be entitled to recover any cancellation charges or lost profits. If

the Division terminates this Agreement for convenience, then the Division shall not be entitled to any pro-rata refund for monies previously paid to the Contractor.

- C. **TERMINATION FOR CAUSE.** The Division may terminate the Agreement if the Contractor fails to: (1) deliver the product within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; (4) timely cure a default; or, (5) abide by any statutory, regulatory, or licensing requirement (Rule 60A-1.006 (3), F.A.C., governs the procedure and consequences of default, except that the parties agree that any notices provided by the Division under clause (a) of such Rule shall give the Contractor at least forty five (45) days to correct any default). The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Agreement arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Division. The rights and remedies of the Division in this clause are in addition to any other rights and remedies provided by law or under the Contract.

9. REMEDIES

- A. Any dispute concerning performance of this Agreement shall be decided by the Division's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Division a petition for administrative hearing. The Division's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.
- B. In the event the Contractor fails to satisfactorily perform or has failed to adhere to the terms and conditions under this Agreement, the Division shall, upon forty-five (45) calendar days written notice to the Contractor and upon the Contractor's failure to cure within those forty five (45) calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:
- 1) Withhold or suspend payment of all or any part of a request for payment.

- 2) Require that the Contractor refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- 3) Exercise any corrective or remedial actions, to include but not be limited to:
 - a) Requesting additional information from the Contractor to determine the reasons for or the extent of non-compliance or lack of performance;
 - b) Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;
 - c) Advising the Contractor to suspend, discontinue or refrain from incurring costs for any activities in question; or,
 - d) Requiring the Contractor to reimburse the Division for the amount of costs incurred for any items determined to be ineligible.
- C. Pursuing any of the above remedies will not keep the Division from pursuing any other rights or remedies which may be otherwise available under law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Contractor, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Contractor.
- D. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the Contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with this Agreement.
- E. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Division in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Division. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs,

expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to the Division, in which case the Division may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Division with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

10. EMPLOYEES, ASSIGNMENT, AND SUBCONTRACTS

- A. INDEPENDENT CONTRACTOR. The Contractor and its employees, agents, representatives, assignees, and subcontractors are not employees or agents of the Division and are not entitled to the benefits of State of Florida employees. The Division shall not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, assignees, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under this Agreement.
- B. ALL EMPLOYEES, SUBCONTRACTORS, AND AGENTS. All Contractor employees, assignees, subcontractors, or agents performing work under this Agreement shall be properly trained technicians who meet or exceed any specified training qualifications and shall have all current licenses and permits required for all of the particular work for which they are hired by the Contractor. Upon request, the Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, assignees, subcontractors, or agents performing work under this Agreement must comply with all security and administrative requirements of the Division and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement. If any employee, assignee, subcontractor, or agent furnished by the Contractor requires access to a Division facility in order to perform duties required by this Agreement, then the State may conduct, and the Contractor shall cooperate in, a security background check for such employee, assignee, subcontractor, or agent. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Division's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Agreement. The State may reject and bar from any facility for cause any of the Contractor's employees, assignees, subcontractors, or agents. The Division and the State shall take all actions necessary to ensure that Contractor's employees, assignees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, assignees, subcontractors, and other agents receive benefits and

necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

- C. **CONVICTED AND DISCRIMINATORY VENDORS.** In accordance with sections 287.133 and 287.134, Florida Statutes, an entity or affiliate who is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, sub-contractor, or consultant under this Agreement.
- D. **WARRANTY TO PERFORM.** The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted or discriminatory vendor lists, or on any similar list maintained by any other state or the federal government.
- E. **ASSIGNMENT.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under this Agreement without the prior written consent of the Division; provided that no such consent shall be required in the event of an assignment to an affiliate or to a successor-in-interest to the business of the Contractor resulting from a merger, reorganization, or sale of all or substantially all assets. The Division may assign this Agreement with prior written notice to Contractor.
- F. **SUBCONTRACTS.** The Vendor shall not subcontract any work under this Purchase Order without the prior written consent of the Agency. The Vendor is fully responsible for satisfactory completion of all subcontracted work.

11. MODIFICATION OF CONTRACT

This Agreement contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Division and the Contractor. This Agreement may only be modified or amended upon mutual written agreement of the Division and the Contractor. No oral agreements or representations shall be valid or binding upon the Division or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Division. Neither party may unilaterally modify the terms of this Agreement by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the party's order or fiscal forms or other documents forwarded by the Contractor for payment. A party's acceptance of payment or processing of documentation on forms furnished by the other party for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

12. MONITORING

The Contractor agrees to comply and cooperate with any reasonable monitoring procedures/processes deemed appropriate by the Division or its agents, employees, or designee, including the Florida Chief Financial Officer, or Florida Auditor General. In the event the Division determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instruction provided by the Division to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspection reviews, investigation or audits deemed necessary by the Florida Chief Financial Officer or Florida Auditor General.

Records of costs incurred by the Contractor under terms of this Agreement shall be maintained by the Contractor and made available upon request to the Division at all times during the period of this Agreement. Copies of these documents and records shall be furnished to the Division upon request. Records of costs incurred shall include the Contractor'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 Division for a proper audit of project costs.

13. NOTICE AND CONTACT

A. Pursuant to section 287.057(14), Florida Statutes, the Division's Contract Manager "shall be responsible for enforcing performance of the contract terms and conditions and [shall] serve as liaison with the [C]ontractor." Additionally, the Contract Manager for the Division shall:

- 1) Monitor and document Contractor performance; and,
- 2) Review and document all deliverables for which the Contractor requests payment.

B. The Division's Contract Manager is Brian Misner.

C. All notices required under the Agreement shall be delivered to the following:

For DIVISION (Contract Manager)	For CONTRACTOR
Brian Misner	Elliot Mark
2555 Shumard Oak Boulevard	25 Corporate Drive, 4 th Floor
Tallahassee, Florida 32399	Burlington, MA 01803
Telephone: 850-922-5332	Telephone: 781-859-4094
Email: brian.misner@em.myflorida.com	Email: Elliot.Mark@everbridge.com

14. MISCELLANEOUS

A. All services shall be performed by the Contractor to the satisfaction of the Division who shall decide all questions, difficulties and disputes of any nature in accordance

with section 9A that may arise under this Agreement, the prosecution and fulfillment of the services under it and the character, quality, and value thereof; and the decision upon all claims, questions and disputes shall be final and binding upon all parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and Amendments(s) shall be entered into by the parties in accordance with the changes.

- B. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Division at all times during the period of this Agreement and for five (5) years after completion of the work pursuant to this Agreement. Copies of these documents and records shall be furnished to the Division, its agents, employees or designee, including agents of other State agencies or the Federal government upon request. Records of costs incurred shall include the Contractor'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 Division for a proper audit of project costs.
- C. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.
- D. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- E. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.
- F. Should a court determine any provision of this Agreement is invalid, the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the provision held to be invalid.
- G. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Form(s) PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made part of the Agreement.

Otherwise, the Contractor is subject to the terms and conditions as outlined in Form PUR 1000, incorporated by reference and made part of this Agreement.

- H. The Division may require the Contractor and its employees, agents, representatives and subcontractors to provide fingerprints and be subject to such background screen as determined by the Agency and conducted by the Florida Department of Law

Enforcement or the Federal Bureau of Investigation. The cost of the background screen(s) shall be borne by the Contractor. The Division may require the Contractor to exclude the Contractor's employees, agents, representatives or subcontractors based on the background screening results.

- I. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- J. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Division purchases are independent of the agreement between Division and the Contractor, and the Division shall not be a party to any transaction between the Contractor and any other purchaser.

As provided in Section 287.042(16)(a), Florida Statutes, other state agencies may purchase from the resulting contract, provided that the Department of Management Services has determined that the contract's use is cost-effective and in the best interest of the State. Upon such approval, the Contractor may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

- K. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- L. The Division may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of this Agreement. The Division may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Division may solicit separate bids to satisfy them.


15. Additional terms required by 2 C.F.R. §200.326

- A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clear Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
- B. Suspension and Debarment.
 - 1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- 2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- C. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.


CONTRACTOR

By:  3/11/2016
(Authorized Signature) (Date)
JAMES W. EVERETSON
(Print/Type Name)

Title: CEO

Federal Tax ID# 26-2919312

DIVISION OF EMERGENCY MANAGEMENT

By:  3/11/2016
(Authorized Signature) (Date)
Bryan W Koon
(Print/Type Name)

Title: Director

EXHIBIT “A”

SCOPE OF WORK **Florida Statewide Emergency Alert and Notification System**

1. Purpose

Through this Agreement, the Contractor shall provide the Division with a vendor-hosted, “mass notification” system that will provide statewide alerts for imminent or sudden hazards through the use of:

- Voice telephone calls;
- Text messages;
- Emails;
- Social media; and,
- Telecommunications Device for the Deaf/TeleTYpewriter (“TDD/TTY”).

The system shall integrate with the following alert systems:

- The Emergency Alert System (“EAS”)¹; and,
- The Integrated Public Alert and Warning System (“IPAWS”)².

Additionally, the system shall include the capability to:

- Automatically disseminate weather warnings issued by the National Weather Service (“NWS”); and,
- Communicate in multiple languages.

2. Background

Section 252.35(2)(a)6., Florida Statutes, requires FDEM to “establish a system of communications and warning to ensure that the state’s population and emergency management agencies are warned of developing emergency situations and can communicate emergency response decisions.”

FDEM already has systems in place to communicate emergency response decisions to other state agencies and to the political subdivisions of this State. However, FDEM does not currently possess a comprehensive, interoperable communication system that can alert

¹ The Emergency Alert System (EAS) is a national public warning system that requires broadcasters, cable television systems, wireless cable systems, satellite digital audio radio service (SDARS) providers, and direct broadcast satellite (DBS) providers to provide the communications capability to the President to address the American public during a national emergency. The system also may be used by state and local authorities to deliver important emergency information, such as AMBER alerts and weather information targeted to specific areas.

² The Integrated Public Alert and Warning System (IPAWS) is a modernization and integration of the nation’s alert and warning infrastructure that provides public safety officials with a way to alert and warn the public about serious emergencies using the Emergency Alert System (EAS), Wireless Emergency Alerts (WEA), the National Oceanic and Atmospheric Administration (NOAA) Weather Radio, and other public alerting systems from a single interface.

the state's population (both permanent and transient) to the threat posed by an imminent or sudden emergency.

Although some political subdivisions within the State do possess emergency notification and alert systems, significant gaps nonetheless exist that inhibit FDEM's ability to warn significant segments of the population. These gaps include funding, coverage, interoperability, capacity, as well as socioeconomic and cultural gaps.

- Some political subdivisions currently do not possess the financial resources to develop and/or maintain an emergency notification and alert system. As a result of these **funding gaps**, segments of the population who reside within the geographical boundaries of those political subdivisions may not receive adequate or effective warnings about imminent or sudden emergencies.
- For citizens who rely on cellular or smart phones for communication, no service provider can guarantee complete coverage throughout the entire State of Florida; hence, **coverage gaps** may inhibit FDEM's ability to communicate emergency notifications and alerts.
- Not all of the political subdivisions who have a communication system use the same system; consequently, **interoperability gaps** can hinder effective communications.
- Communication service providers may not possess the capacity to allow every customer in the network to receive or transmit messages at the same time; as a result, **capacity gaps** may delay emergency notifications and alerts that are time-sensitive.
- Not every person in the State of Florida speaks English as his or her primary language. Additionally, some communities within the State may not possess meaningful access to the communication systems that other individuals enjoy. Also, some visitors to the State may not communicate through common or traditional communication systems during their stay. Consequently, **socio-economic and cultural gaps** may limit the ability of FDEM to communicate emergency warnings to vulnerable populations.

When combined, these gaps create a significant communication problem that requires a comprehensive solution. Through this Agreement, the Contractor shall provide the Division with a system that closes that communication gap by providing an emergency notification and alert system that can span across the funding, coverage, interoperability, capacity, as well as the socioeconomic and cultural divides that currently inhibit FDEM's ability to warn the State's entire population (both permanent and transient) about imminent and sudden emergencies. Under this Agreement, the Division will maintain account control over the system and political subdivisions will serve as administrators of the system and primary originators of messages.

The system shall have the following levels of access by definition:

System Administrator: Individuals at the state level that perform account administration and oversight activities, to include creating new jurisdiction-level accounts and monitoring system usage across all lower accounts.

Jurisdiction Administrator: Primary user for the jurisdiction, able to create and manage message originator accounts and recipient contact data sources within the

jurisdiction's segment of the system. Also performs the functions of a message originator.

Message Originator: An individual authorized to initiate a notification message and monitor the status of other notifications originated within the jurisdiction.

Recipient: An end-user contact in the jurisdiction's account; someone who receives a notification.

3. Minimum System Requirements

The System shall include the following, minimum requirements:

- 1) System shall provide statewide coverage to an unlimited number of recipients.
- 2) System shall be capable of sending mass notifications for multiple unique simultaneous events.
- 3) The system shall have the following levels of access: administrator, jurisdiction administrator, message originator, and recipient. The system must allow each administrator and message originator to have a unique user name and credential to access the site and launch calls, at no additional cost. System shall have tiered administration to include state, county, and city levels. Administrators shall be able to view system activity of all administrators below their level. There shall be no limit on the number of administrators.
- 4) System shall allow administrators and jurisdiction administrators to create and edit an unlimited number of notification groups and sub-groups. Administrators and jurisdiction administrators shall be able to manage their own user groups. Jurisdiction administrators shall be able to create an unlimited number of message categories that recipients may subscribe to.
- 5) The system shall be web-based and hosted on the vendor's infrastructure, accessible from any internet connection. The vendor will not require additional client- or server-based hardware to be housed on-site by administrators. The web-based system must be compatible with supported versions of industry standard browsers, at a minimum, Internet Explorer, Google Chrome, Apple Safari, and Mozilla Firefox.
- 6) System shall fully interface with the Integrated Public Alert and Warning System (IPAWS) for alerting via Wireless Emergency Alerts (WEA), Emergency Alert System (EAS), and HazCollect NOAA Weather Radio All Hazards. The vendor must be a FEMA IPAWS Alert Origination Software Provider.
- 7) System shall have the ability to accept and utilize E911 phone data at no additional cost, and be able to scrub duplicate information.
- 8) The system shall provide a training/exercise mode which provides full functionality, but is separate from contact data in the "real-world" instances of the system.
- 9) The system shall contain a reporting tool, with the ability for jurisdictions to define reports without vendor assistance and any jurisdiction-defined report format to be generated again in the future. The number of report formats shall be unlimited. The system shall allow for the export of any data in standard delimited format and pdf.
- 10) System shall allow for the creation and storage of pre-scripted scenarios and messages. The system shall be able to store broadcast templates/scenarios with content and recipients for later deployment. The system shall allow jurisdiction administrators and message originators to edit pre-scripted messages and scenarios as needed.
- 11) System shall be capable of voice recording by jurisdiction administrators and message originators. System shall be capable of text-to-speech. Voice recordings and text-to-

speech must be reviewable as part of message origination workflow before message transmission.

- 12) The system shall allow for web-based access for recipients to a jurisdiction-specific subscription portal where they can “opt in” to the system and select the types of alerts they would like to receive and manage contact information.
- 13) System shall allow the public to opt in to the system by registering phone numbers, SMS/MMS numbers, and email addresses. The system will only require the public to enter one selection for the record to be effective. This information shall be updated in real time. Lost password and user name recovery shall be accomplished automatically and without administrator action.
- 14) System shall allow jurisdiction administrators to customize, without vendor intervention, the opt-in page content and banner for custom branding.
- 15) The system shall have the ability for recipients to identify a preferred language.
- 16) The system shall allow citizens to register a minimum of two (2) location points in their recipient profile (example: home, school, work). The system shall provide all of the following methods for recipients to register with it:
 - i) System shall automatically compare addresses against the United States Postal Service data to suggest a correct address, and then automatically geocode the address into the recipient’s profile.
 - ii) System shall provide the ability for recipients to manually input latitude/longitude or decimal degree.
 - iii) System shall provide the ability for recipients to access a graphical user interface where they can view their location on a map and select point.
- 17) System shall be able to support a minimum of 2 telephone numbers, 2 SMS numbers, and 2 email addresses per recipient.
- 18) The system shall adhere to the “Common Alerting Protocol” standard specified by FEMA via the Organization for the Advancement of Structured Information Standards (OASIS). As new CAP versions and sources are implemented, the system must be updated to include CAP format changes as part of ongoing system updates.
- 19) System shall support automatically adding and removing recipients at the jurisdiction-level from static and dynamic groups without vendor assistance.
- 20) System shall have the inherit capability to immediately import and export recipient group and sub-group data.
- 21) System shall be capable of accepting, via secured web upload, phone data and mapping updates at no additional cost.

4. Minimum Geographical Information System Requirements

The System shall include the following, minimum GIS requirements:

- 1) System shall offer GIS functionality of administrator drawn geographic/polygon selection of specific areas to transmit messages and generate call lists. Jurisdiction administrators shall be able to choose to use the system’s GIS functionality or to import local GIS layers.
- 2) System shall support the ability to search for a geographic location using a contact name, address, street segments, zip code, and latitude/longitude.
- 3) System shall allow for a search of the recipient database using any of the fields contained in the database.
- 4) System shall support the ability to target a region defined by a combination of a contact location, an address point or a landmark, and a radius around that address.

- 5) System shall include the ability to resize, modify, and rotate the shapes after initial drawing or placement.
- 6) System shall include the ability to drag and drop the shapes to a different location on the map.
- 7) System shall include the ability to create both inclusion and exclusion polygons.
- 8) System shall display the number of recipients included within a selected region.

5. Minimum Notification Requirements

The System shall include the following, minimum notification requirements:

- 1) Use of the system shall not governed by number of minutes, messages, increments, or credits.
- 2) System shall accomplish mass notification of the public via phone (landline, VoIP, and wireless), Native SMS via SMPP and MMS messaging, email, really simple syndication (RSS). The system shall be able to send messages through each of these mediums simultaneously. For notification methods where the sent message exceeds the allowed number of characters (i.e. a Tweet) the system shall intelligently detect and provide an alternate mechanism for the recipient to view the complete message, such as a short-code link.
- 3) All text/SMS messaging shall be Short Message Peer-to-Peer (SMPP) messaging via cellular network gateway providers. To reduce the possibility of notification messages being handled as spam, the vendor must have an established SMPP short code that it whitelisted with the major US commercial cellular carriers (at minimum Verizon, T-Mobile, Sprint, and AT&T). SMTP text messaging, or any portion of the user profile that requires a user to specify their mobile carrier, does not meet this requirement.
- 4) The system shall be able to launch automated Weather alerts for specified Watch, Warning, or Advisory products generated by the National Weather Service. These alerts must be based on the Latitude/Longitude Polygon box provided by the National Weather Service to retain the geographic specificity intended by the issuing Weather Forecast Office, such as a river basin or Storm-Based warning. Weather alerting based on county name or zip code does not meet this requirement. The National Weather Service is the only recognized alerting authority for this requirement.
- 5) System shall be accessed by message originator for the purpose of launch and utilization via a computer with internet connection, smart phone, mobile app and phone to record and schedule calls. Mobile apps shall be designed specifically for their respective device and platform and must support visual GIS map based notifications.
- 6) The system shall enable message originators to specify whether recipients must acknowledge human receipt of a message. If confirmed receipts are requested, the system must continue trying to reach the recipient until positive confirmation has been received with human acknowledgement. Once acknowledgement has been received, the system will cease all further attempts to reach that recipient.
- 7) The system shall allow message originators to enable a timeout option for notifications, at which time notification attempts will cease, even if a user has not been successfully contacted. For weather notifications, this timeout window should default to the expiration of the product issued by the National Weather Service.
- 8) System shall allow jurisdiction administrators to use a system default or create a jurisdiction level caller ID and sent-from email address to outgoing notification recipients.

- 9) System shall allow outgoing notification messages to contain photo, video, audio attachments and links.
- 10) System shall be Americans with Disabilities Act (ADA) compliant to include TDD/TTY capability.
- 11) System shall provide online real time reports detailing success, failure and reason for failure. These reports shall be customizable per jurisdiction administrator.
- 12) The system shall be able to recognize human voice versus an answering machine and wait until the outgoing message from an answering machine or voicemail system has ended prior to leaving the message.
- 13) The system shall allow for voice message throttling, which allows the sender to determine and define desired delivery rate for specific area codes and prefixes so as to not overwhelm a telephone exchange for a given area.

6. Minimum Security Requirements

The System shall include the following, minimum security requirements:

- 1) System shall require a secure login for any administrator or message originator to access the system. The secure login shall be a case-sensitive complex password with the following attributes:
 - i) Minimum 8 characters
 - ii) Maximum 15 characters
 - iii) Allow for upper and lower case letters
 - iv) Allow for numeric and common symbols (i.e. !@#\$%^&*)
- 2) System shall not allow trivial passwords for login (i.e. username, person's name, people, places, keyboard patterns like "qwerty", dates, or dictionary words).
- 3) System shall encrypt data at rest and in transit.
- 4) System shall create an auditable event log for all account actions to be accessible by system administrator.
- 5) System data centers shall reside in the United States.

7. Minimum Support Requirements

The System shall include the following, minimum support requirements:

- 1) The vendor shall provide 24-hour Helpdesk assistance to support the application's users at all levels, reachable by telephone or email, and with sufficient resources to respond to assistance requests within 30 minutes. Helpdesk assistance must be available in multiple languages and via TTY.
- 2) The vendor shall be able to initiate alert notifications on behalf of administrators and jurisdiction administrators if connectivity with the system is lost.
- 3) The vendor shall provide maintenance of the system to ensure there is no downtime. The system will provide a backup site as redundancy with an automatic flip in the case of site failure.
- 4) The system will provide online user help and assistance. Online help will consist of text-based, contextual help, as well as video and audio assisted help. Help for system use should also be interlaced within the site (i.e. screen-within-a-screen). Training for system use must be web-based.
- 5) The system must have 24-7 technical support available to customer via phone and Internet support.
- 6) The annual maintenance agreement will include vendor maintenance, and support shall include all applicable patches released including for any 3rd party system components.

- 7) There must be a 9 month period to test system functionality to allow for the event that users determine additional requirements or fixes to fulfill the intended and need use of the system. The vendor will meet these needs if they are determined within the testing period.
- 8) The system's recipient data, including opt-in or jurisdiction supplied, remains the property of the jurisdiction and/or State of Florida. The data must be exportable from the system at any time and provided to the State of Florida for distribution to jurisdictions upon termination of the contract. Data shall only be used by the vendor for the sole-purpose of initiating notifications through the system and may not be used for marketing purposes. The data may not be sold or rented to any third party.

8. Tasks

Section 287.058(1)(d), Florida Statutes, requires that the type of contract contemplated by this RFP specify "a scope of work that clearly establishes all tasks the contractor is required to perform."

- 1) No later than March 31, 2016, the Contractor shall deliver a system that, for the duration of this Agreement, satisfies all of the minimum requirements outlined in the Scope of Work. For the purposes of this Task, the term "minimum requirements" includes Minimum System Requirements, Minimum Geographical Information System Requirements, Minimum Notification Requirements, Minimum Security Requirements, and Minimum Support Requirements.
- 2) No later than May 1, 2016, the Contractor shall enhance the system by providing administrators with the ability to select the languages with which they would like to communicate. At a minimum, the list of languages must include English, Spanish, and Haitian Créole. The system shall allow for a separate message body text box and separate manual recording field for each dialect. The system shall have the ability for recipients to identify a preferred language. The system shall also allow for web-based access for recipients to a jurisdiction-specific subscription portal where they can "opt in" to the system and select the types of alerts they would like to receive and manage contact information. The user interface for the subscription portal must be available in aforementioned languages.
- 3) No later than June 15, 2016, the Contractor shall:
 - A. Enhance the system by providing message origination through Windows, iOS, and Android mobile device platforms. All features of the regular desktop browser version must be functional on those platforms. The applications must be "native" mobile device applications and not simply a "skin" that loads mobile-formatted webpages. There shall be no pop-up or banner advertising inside the application. All features in the application must be free for any user and the application must not require the user to consent to any type of future "in-app purchase" before installing the application.
 - B. Enhance the system by providing administrators with the ability to communicate mass notification to the public via phone (landline, VoIP, and wireless), Native SMS via SMPP and MMS messaging, email, really simple syndication (RSS),

and social media (at a minimum Facebook and Twitter). The system shall be able to send messages through each of these mediums simultaneously. For notification methods where the sent message exceeds the allowed number of characters (i.e. a Tweet), the system shall intelligently detect and provide an alternate mechanism for the recipient to view the complete message, such as a short-code link.

- C. Enhance the system by providing administrators with at least one webinar training opportunity a month.
- D. Conduct at least one jurisdiction-level emergency, mass notification test using telephone, SMS, and email data.

**EXHIBIT B
PRICE SHEET**

Everbridge MN

Community Engagement
IPAWS
SMART Weather
Unlimited Organizations
Secure Bridge (250 licenses) for one (1) Organization
Contact Bridge
Scheduling for one (1) Organization
Everbridge API for one (1) Organization

Implementation

Professional Service hours – 2 FTEs – through June 2017
Everbridge CARES Program
Instructor Led On-Site Training
Customized Online Training Courses
90 Day On-Site System Review

Total – Initial Period

March 2016 through June 2016	\$1,500,000
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Renewal Year 1 (all of the above services)

July 1, 2016 through June 30, 2017	\$3,500,000
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Renewal Year 2 (all of the above services, excluding implementation)

July 1, 2017 through June 30, 2018	\$3,500,000
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Renewal Year 3 (all of the above services, excluding implementation)

July 1, 2018 through June 30, 2019	\$3,500,000
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**EXHIBIT C
METHOD OF COMPENSATION**

PURPOSE:

This Exhibit defines the limits of compensation to be made to the Contractor for the services and commodities set forth in Exhibit "A" and the method by which payments shall be made.

COMPENSATION:

For the satisfactory performance of services detailed in Exhibit "A", the contractor shall be paid a Total Contract Amount of \$1,500,000.

PAYMENTS:

The Contractor shall submit three invoices (3 copies of each) as detailed in this Method of Compensation (Exhibit "C") in a format acceptable to the Division.

Invoices shall be submitted to and approved by:

Florida Division of Emergency Management
Brian Misner
2555 Shumard Oak Blvd.
Tallahassee, Florida 32399-2100

DETAILS OF COST AND FEES:

Details of the Contractor's fee amounts for these services are listed in Exhibit "B," the Vendor Price Sheet, and have been pro-rated for the actual period of performance.

INVOICE	DELIVERABLE	INVOICE AMOUNT
#1	The successful completion of Task #1	\$1,000,000
#2	The successful completion of Task #2 by May 1, 2016	\$250,000
#3	The successful completion of Task #3 by June 15, 2016	\$250,000

FINANCIAL CONSEQUENCES:

For task 1, the Contractor shall reimburse the Division \$100 for every five (5) minute period that the Division and its authorized users are unable to access the platform, other than for reasons outside of the Contractor's control or as otherwise described in Section 9.E, after an initial grace period of fifteen (15) minutes and up to a maximum of \$10,000 per occurrence.

For task 2, payment will be reduced by 1% for each day commencing on the fifteenth (15th) day after the due date until the deliverable is provided to the Division, up to a maximum of 10% of the task 2 payment. For task 3, payment will be reduced by 1% for each day commencing on the fifth (5th) day after the due date until the deliverable is provided to the Division, up to a maximum of 10% of the task 3 payment.

METHOD OF PROCUREMENT:

This contract resulted from a competitive solicitation under Request for Proposal #: **RFP-DEM-15-16-037**.

EXHIBIT D FEDERAL FUNDING TERMS AND CONDITIONS

Since this Agreement involves the use of funds under a Federal award, the Contractor agrees to comply with 2 CFR Part 200, as applicable, to include Appendix II as quoted below:

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public

Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier

above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

Required Terms

- 1) Contract breach – see paragraphs 8 and 9 of this Agreement.
- 2) Termination for cause and convenience – see paragraphs 8.C and 8.B of this Agreement, respectively.
- 3) Equal Employment Opportunity – N/A because this Agreement does not involve construction.
- 4) Davis-Bacon Act – N/A because this Agreement does not involve construction.
- 5) Copeland Anti-Kickback Act – N/A because this Agreement does not involve construction.
- 6) Contract Work Hours and Safety Standards Act – N/A because this Agreement does not involve the employment of mechanics or laborers.
- 7) Rights to Inventions Made under a Contract or Agreement – see paragraph 7 of this Agreement.
- 8) Clean Air Act and the Federal Water Pollution Control Act – see paragraph 15.A of this Agreement.
- 9) Debarment and Suspension – see paragraph 15.B of this Agreement.
- 10) Byrd Anti-Lobbying Amendment – see paragraph 15.C of this Agreement.
- 11) Recovered Materials – N/A because this Agreement does not involve recovered materials.

Exhibit "E"

Everbridge Core Platform Agreement

1. SERVICES.

1.1 Definitions. Contractor shall provide Division access to its proprietary interactive communication solutions(s) (the "**Solution(s)**") subject to the terms and conditions set forth in the Agreement and the description of services and pricing provided in the applicable quote or other ordering document (e.g., statement of work) (the "**Quote**"). If applicable, Contractor shall provide the training and professional services ("**Professional Services**") set forth in the Quote. Collectively, the Solutions and Professional Services are referred to as the "**Services**". Contractor shall provide Division with login and password information for each User (as defined below) and will configure the Solutions based on the maximum number of Contacts, (as defined below), households or Users, as applicable depending on the Solutions ordered.

2. RESPONSIBILITIES.

2.1 Users. If Division has purchased Mass Notification or Incident Communications, Division shall in its discretion authorize certain of its employees and contractors to access that Service as Users. If Division has purchased any other Solution, Division shall authorize the number of Users set forth on the Quote as applicable to that Service. Collectively, Division's employees and contractors who access any Solution as provided in this subsection are referred to as "**User(s)**". A "**Contact**" is any individual person that Division contacts through the Solutions and/or provides their personal contact information to Contractor, including through an opt-in portal, as applicable. Division shall undergo the initial setup and training as set forth in the Onboarding Inclusion sheet provided with the Quote.

2.2 Division Data. "**Division Data**" is all electronic data Division transmits to Contractor to or through the Solutions. Division shall retain all ownership rights in Division Data. Division shall have sole responsibility for the accuracy, quality, integrity, and legality of all Division Data. By ordering the Solutions, Division represents that it has the right to authorize and hereby does authorize Contractor and its Solution Providers to collect, store and process Division Data including Contact data subject to the terms of the Agreement. "**Solution Providers**" shall mean communications carriers, data centers, colocation and hosting services providers, short messaging services ("**SMS**") providers and content and data management providers that Contractor uses in providing the Solutions. Division shall maintain a copy of all Division Contact data it provides to Contractor. Division acknowledges that the Solutions are a passive conduit for the transmission of Division Data and any data submitted by Contacts, and Contractor has no obligation to screen, preview or monitor content, and shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise unlawful content in any Division Data or data submitted by Contacts, or for any losses, damages, claims, or other actions arising out of or in connection with any data sent, accessed, posted or otherwise transmitted via the Solutions by Division or Contacts.

2.3 Limitations on Use. Division is responsible for all activity occurring under Division's account(s) and shall comply with all applicable Privacy Laws (as defined below) and all other applicable laws and regulations in connection with Division's use of the Services, including its provision of Division Data to Contractor. Where applicable, Division shall obtain the required consent of Contacts to send communications through the Solutions. Division shall use the Service in accordance with Contractor's then applicable Acceptable Use Policy posted on www.everbridge.com. Division shall promptly notify Contractor of any unauthorized use of any password or account or any other act

or omission that would constitute a breach or violation of the Agreement.

2.4 Security of Services. Contractor's IT security and compliance program includes the following industry standards generally adopted by U.S. based SaaS providers: (i) reasonable and appropriate technical, organizational and security measures against the destruction, loss, unavailability, unauthorized access or alteration of Division Data in the possession or under the control of Contractor, including to ensure the availability of information following interruption to, or failure of, critical business processes; and (iii) a third party audit of its security controls as provided in the "Privacy and Security Compliance" link on www.everbridge.com. "**Privacy Laws**" means all United States federal and state laws and regulations regarding consumer and data protection and privacy.

3. PROPRIETARY RIGHTS.

3.1 Grant of License. Subject to the terms and conditions of the Agreement, Contractor hereby grants to Division, during the term of the Agreement, a limited, non-exclusive, non-transferable, non-sublicensable right to use the Solutions.

3.2 Restrictions. Division shall use the Solution solely for its internal business purposes and shall not make the Solution available to, or use the Solution for the benefit of, any third party except as expressly set forth in the Agreement. Division shall not (i) sell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Solution except as expressly set forth herein; (ii) modify or make derivative works based upon the Solution; (iii) reverse engineer the Solution; (iv) remove, obscure or alter any proprietary notices or labels on the Solution or any materials made available by Contractor; (v) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Solution; (vi) defeat or attempt to defeat any security mechanism of any Solution, or (vii) access the Solution for purposes of monitoring Solution availability, performance or functionality, or for any other benchmarking or competitive purposes; provided, however, that this subpart (vii) shall not preclude Division's ability to issue test messages.

3.3 Reservation of Rights. The Solutions (including all associated computer software (whether in source code, object code, or other form), databases, indexing, search, and retrieval methods and routines, HTML, active server pages, intranet pages, and similar materials) and all intellectual property and other rights, title, and interest therein (including copyrights, trade secrets, and all rights in patents, compilations, inventions, improvements, derivative works, modifications, extensions, enhancements, configurations, discoveries, processes, methods, designs and know-how pertaining to any of the foregoing) (collectively, "**IP Rights**"), whether conceived by Contractor alone or in conjunction with others, constitute Confidential Information and the valuable intellectual property, proprietary material, and trade secrets of Contractor and its licensors and are protected by applicable intellectual property laws of the United States and other countries. Contractor owns (i) all feedback and other information (except for Division Data) provided to Contractor by Users, Division or Contacts in conjunction with the Services, and (ii) all transactional, derivative, performance data and metadata generated in connection with the Solutions. Except for the rights expressly granted to Division in the Agreement and IP which is newly developed by Contractor for Division and which is deemed a "public record" under applicable Florida law, all rights in and to the

Solutions and all of the foregoing elements thereof (including the rights to any work product resulting from Professional Services and those to any modification, extension, improvement, enhancement, configuration or derivative work of the Solutions or any the foregoing elements thereof) are and shall remain solely owned by Contractor and its respective licensors, and Division hereby assigns any such rights to Contractor. Contractor may use and provide Solutions and Professional Services to others that are similar to those provided to Division hereunder, and Contractor may use in engagements with others any knowledge, skills, experience, ideas, concepts, know-how and techniques used or gained in the provision of the Solutions or Professional Services to Division, provided that, in each case, no Division Data or Division Confidential Information is disclosed thereby.

4. CONFIDENTIAL INFORMATION.

4.1 Definition; Protection. As used herein, "Confidential Information" means all information disclosed by one party ("Discloser") to the other party ("Recipient"), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, all Division Data, all Contractor technology, and either party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser; (ii) was known to Recipient prior to its disclosure by Discloser without breach of any obligation owed to Discloser; (iii) was independently developed by Recipient without breach of any obligation owed to Discloser; or (iv) is received from a third party without breach of any obligation owed to Discloser. Recipient shall not disclose or use any Confidential Information of Discloser for any purpose other than performance or enforcement of the Agreement without Discloser's prior written consent. If Recipient is compelled by law to disclose Confidential Information of Discloser, including under the Freedom of Information Act or other public information request (i.e., "state sunshine" laws) it shall provide Discloser with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Discloser's cost, if Discloser wishes to contest the disclosure. Recipient shall protect the confidentiality of Discloser's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Recipient shall retain Confidential Information in accordance with its standard records and data retention policies. Recipient shall promptly notify Discloser if it becomes aware of any breach of confidentiality of Discloser's Confidential Information.

4.2 Upon Termination. Upon any termination of the Agreement, Recipient shall continue to maintain the confidentiality of Discloser's Confidential Information and, upon request and to the extent practicable, destroy all materials containing such Confidential Information. Notwithstanding the foregoing, either party may retain a copy of any Confidential Information if required by applicable law or regulation, in accordance with internal compliance policy, or pursuant to automatic computer archiving and back-up procedures, subject at all times to the continuing applicability of the provisions of the Agreement.

5. WARRANTIES; DISCLAIMER.

5.1 Contractor Warranty. Contractor shall provide the Solutions in material compliance with the functionality and

specifications set forth on the relevant Solution system inclusion sheet. Contractor shall provide 24X7X365 customer support in accordance with its most recently published Support Services Guide. Professional Services shall be performed in a professional manner consistent with industry standards. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY CONTRACTOR HEREUNDER AND CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

5.2 Disclaimer. NEITHER CONTRACTOR NOR ITS LICENSORS OR SERVICE PROVIDERS WARRANT THAT THE SOLUTION WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL CONTRACTOR HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SOLUTION TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

5.3 SMS Transmission. DIVISION ACKNOWLEDGES AND AGREES THAT THE USE OF SMS SERVICES, ALSO KNOWN AS SMS MESSAGING OR TEXT MESSAGING, AS A MEANS OF SENDING MESSAGES INVOLVES A REASONABLY LIKELY POSSIBILITY FROM TIME TO TIME OF DELAYED, UNDELIVERED, OR INCOMPLETE MESSAGES AND THAT THE PROCESS OF TRANSMITTING SMS MESSAGES CAN BE UNRELIABLE AND INCLUDE MULTIPLE THIRD PARTIES THAT PARTICIPATE IN THE TRANSMISSION PROCESS, INCLUDING MOBILE NETWORK OPERATORS AND INTERMEDIARY TRANSMISSION COMPANIES. DIVISION FURTHER UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT IT ASSUMES ALL RISK ASSOCIATED WITH ANY SUCH DELAY, LACK OF DELIVERY OR INCOMPLETENESS.

6. MISCELLANEOUS.

6.1 Non-Solicitation. As additional protection for Contractor's proprietary information, for so long as the Agreement remains in effect, and for one year thereafter, Division agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Contractor; provided, that a general solicitation to the public for employment is not prohibited under this section.

6.2 Limitations. Final delivery of information to recipients is dependent on and is the responsibility of the designated public and private networks or carriers. Division acknowledges and agrees that territories outside the U.S. and Canada may have territorial restrictions resulting from applicable law, telecommunications or internet infrastructure limitations, telecommunications or internet service provider policies, or communication device customizations that may inhibit or prevent the delivery of certain SMS, text or other notifications, or restrict the ability to place or receive certain calls such as outbound toll free calls. Contractor shall have no liability to the extent such restrictions impede the Solution.

6.3 Notices. All legal notices shall be delivered as set forth in the Agreement. Contractor may provide all other notices to Division's billing contact on the Client Registration Form or, with respect to availability, upgrades or maintenance of the Solutions, to the Everbridge Support Center.

6.4 U.S. Government End-Users. The Solutions and related documentation are "commercial items" as defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, U.S. government customers and end-users acquire licenses to the Solutions and related documentation with only those rights set forth herein.

Exhibit "F"
Everbridge Acceptable Use Policy

Acceptable Use Policy

Everbridge has prepared this Acceptable Use Policy ("AUP") as a guide for its clients to understand the intended and permissible uses of our service. This AUP sets forth guidelines for acceptable use of the applicable Everbridge service(s) (the "Service(s)") by Client and its users.

The Services must be used in accordance with the guidelines for each Service. The guidelines for each Service product are set forth within the applicable Product Inclusion Sheet and the Support Services Guide.

Prohibited Uses

You may use the Service only for lawful purposes and in accordance with this AUP. You may not:

- Use the Service in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries)
- Use the Service for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise
- Use the Service to transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter", "spam" or any other similar solicitation
- Impersonate or attempt to impersonate Everbridge, an Everbridge employee, another user or any other person or entity, including by utilizing another user's identification, password, account name or persona without authorization from that user
- Use the Service in any manner that could disrupt, disable, overburden, damage, or impair the Service for you or others (including the ability to send timely notifications through the Service), via various means including overloading, "flooding," "mailbombing," "denial of service" attacks, or "crashing"
- Use any robot, spider or other automatic device, process or means to access the Service for any purpose, including monitoring or copying any of the material
- Use any manual process to monitor or copy any of the material made available through the Service or for any other unauthorized purpose without our prior written consent
- Use any device, software or routine, including but not limited to, any viruses, trojan horses, worms, or logic bombs, that interfere with the proper working of the Service or could be technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Service, the server on which the Service is stored, or any server, computer or database connected to the Service.
- Attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without Everbridge's express written consent.
- Take any action in order to obtain services to which such client is not entitled

- Attempt any action designed to circumvent or alter any method of measuring or billing for utilization of the Service
- Otherwise attempt to interfere with the proper working of the Service

Everbridge Rights and Remedies

If Client becomes aware of any content or activity that violates this AUP, Client shall take all necessary action to prevent such content from being routed to, passed through, or stored on the Everbridge network and shall promptly notify Everbridge. Client's failure to comply with this AUP may result in Everbridge taking action anywhere from a warning, to a suspension or termination of Service. Everbridge will endeavor to provide notice to Customer prior to any suspension or termination of Service, but may immediately suspend or terminate in instances where continued provision of Service may cause significant harm to Everbridge, the Service or other clients.

Changes to the Terms of Use

Everbridge reserves the right to modify this AUP from time-to-time, in its sole discretion, effective upon posting a revised copy of the Acceptable Use Policy on <http://www.everbridge.com/aup>. Any use of Everbridge network and Services after such modification shall constitute acceptance of such modification. Any violation shall be sent to <http://www.everbridge.com/contact-us>.

Equal Employment Opportunity

Everbridge, Inc., is a government contractor and is subject to the requirements of Executive Order 11246, the Rehabilitation Assistance Act and VEVRAA. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations sections 60-1.4(a) (1-7), sections 60-250.4(a-m), sections 60-300.5 (1-11) and sections 60-741.5 (a) (1-6) are incorporated herein by reference as though set forth at length, and made an express part of this Agreement.

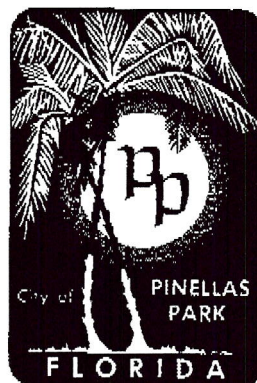
City of

PINELLAS PARK

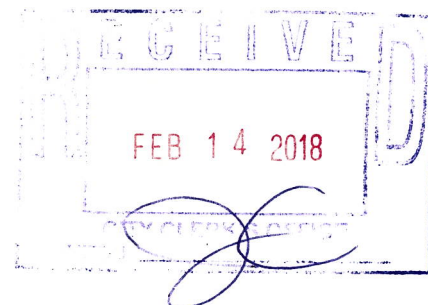
5141 78TH AVE. • P.O. BOX 1100
PINELLAS PARK, FL 33780-1100

Please Respond To:

James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

**FLORIDA**

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



February 14, 2018

Ms. Suzanne Boisvert
Fire Administration
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #18-052
MOA with Florida Division of Emergency Management - Alert Florida

Dear Ms. Boisvert:

I have received and reviewed the above-referenced Memorandum of Agreement with the Florida Division of Emergency Management. I note that paragraphs 4, 5 and 6 of the Agreement are blank. If there are no paragraphs 4, 5 and 6, I would recommend deleting these paragraphs and renumbering paragraphs 7, 8 and 9 accordingly. With that change, I would otherwise approve of the Memorandum of 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, Asst. City Manager
Chief Brett Schlatterer

JWD/dh



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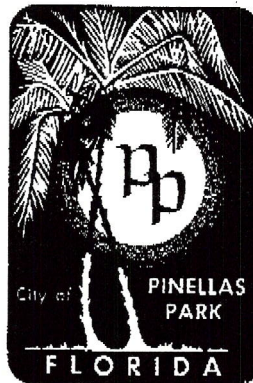
C23

City of
PINELLAS PARK

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

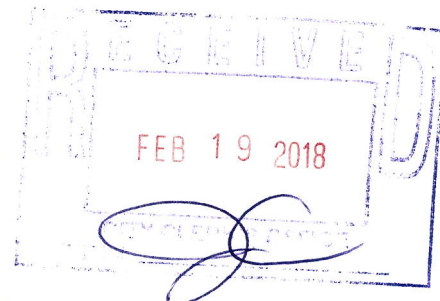
Please Respond To:

James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile



FLORIDA

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



February 19, 2018

Ms. Suzanne Boisvert
Fire Administration
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #18-052 (Revised)
Missing Paragraphs 4, 5 and 6 from
MOA with Florida Division of Emergency Management

Dear Ms. Boisvert:

I have received and reviewed the above-referenced paragraphs, which were previously missing from the original Agreement sent to our office. I would approve of those paragraphs, and therefore, of the complete Memorandum of Agreement with the Florida Division of Emergency Management, 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, Asst. City Manager
Chief Brett Schlatterer

JWD/dh



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City of Pinellas Park

Staff Report

File #: 18-395, **Version:** 1

Agenda Date: 3/22/2018

SELECTION OF CITY COUNCIL MEMBER TO SERVE ON EVALUATION COMMITTEE FOR RFP 18/006 - Pavement Evaluation Consultant Services

NOTE: In accordance with Resolution 15-12 and Section 287.055 Florida Statutes (Consultant Competitive Negotiation Act), an Evaluation Committee consisting of not more than seven members (one of whom is to be a City Council Member) to review proposals for Consultant Services and to make a recommendation to City Council and the City Manager.

City Council will select the Council Member who will serve on the Evaluation Committee for review and evaluation of the proposals received in response to the Request for Proposals (RFP 18/006) for Pavement Evaluation Consultant Services.

ACTION: (Approve - Deny) Selection of City Council Member: to serve on the Evaluation Committee for review and evaluation of Proposals for RFP 18/006 - Pavement Evaluation Consultant Services.

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City of Pinellas Park

Staff Report

File #: 18-396, **Version:** 1

Agenda Date: 3/22/2018

AUTHORIZATION FOR FINAL PAYMENT FOR RFP 13/023 DISASTER RECOVERY AND DEBRIS REMOVAL (HURICANE IRMA) - Phillips and Jordan, Inc.

NOTE: This action is recommended so that the final payment for Hurricane Irma can be processed and the purchase order closed out. The amount of the total contract is \$522,180.55 and the final payment of \$52,218.06 is to be charged to Purchase order 20170460, account 001299-533109. Total debris removed: 29,060 cubic yards.

ACTION: (Approve - Deny) Authorization to make final payment for Hurricane Irma debris removal to Phillips and Jordan, Inc., in the amount of \$52,218.06 to be charged to the appropriate account.

PHILLIPS AND JORDAN, INC.
P.O. BOX 52050
KNOXVILLE, TN 37950-2050
865 392-3000

Invoice 4117015*09

Bill to: PINELLAS PARK, FLA P.O. BOX 3138 PINELLAS PARK, FL 33780-3138	Job: 4117015 HURRICANE IRMA DEBRIS REMOVAL, REDUCTION, AND DISPOSAL
---	---

Invoice #: 4117015*09	Date: 02/26/18	Customer P.O. #: 20170460
Payment Terms: NET DUE UPON RECEIPT		Salesperson:
Customer Code: 13353		

Remarks: **Retainage Invoice**

Quantity	Description	U/M	Unit Price	Extension
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Total:	0.00
Less Retention:	52,218.06
Current Due:	52,218.06

Application and Certificate For Payment

Page 1

To Owner: PINELLAS PARK, FLA PURCHASING 8000 60TH STREET PINELLAS PARK, FL 33781 From (Contractor): PHILLIPS AND JORDAN, INC. P.O. BOX 52050 KNOXVILLE, TN 37950-2050 Phone: 865 392-3000	Project: HURRICANE IRMA DEBRIS REMOVAL, REDUCTION, AND DISPOSAL	Application No: 9 Period To: 12/15/17 Architect's Project No: Contract Date:
	Contractor Job Number: 4117015 Via (Architect): Purchase Order No.: 20170460	

Contractor's Application For Payment

Change Order Summary	Additions	Deductions
Change orders approved in previous months by owner		
<div> <div>Number</div> <div>Date Approved</div> </div>		
Change orders approved this month		
Totals		
Net change by change orders		

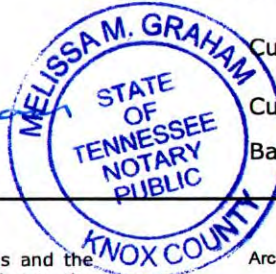
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: David Brian
By: David Brian Date: 2/26/18

State of: TN County of: Knox

Subscribed and sworn to before me this 26 day of February, 2018 (year). Notary public: Melissa M. Graham

My commission expires 10.10.20.



Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Amount Certified: \$ _____

Original contract sum	60,410.50
Net change by change orders	0.00
Contract sum to date	60,410.50
Total completed and stored to date	522,180.55
Retainage	
0.0% of completed work	0.00
0.0% of stored material	0.00
Total retainage	0.00
Total earned less retainage	522,180.55
Less previous certificates of payment	469,962.49
Current sales tax	
0.000% of taxable amount	0.00
Current sales tax	0.00
Current payment due	52,218.06
Balance to finish, including retainage	-461,770.05

Architect:

By: _____ Date: _____

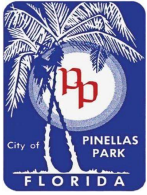
This Certification is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Application and Certificate For Payment -- page 2

To Owner: PINELLAS PARK, FLA
 From (Contractor): PHILLIPS AND JORDAN, INC.
 Project: **HURRICANE IRMA DEBRIS REMOVAL, REDUCTION, AND DISPOSAL**

Application No: 9 Date: 02/26/18 Period To: 12/15/17
 Contractor's Job Number: 4117015
 Purchase Order No.: 20170460

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application		Work Completed This Period		Completed and Stored To Date			Retention	Memo
						Quantity	Amount	Quantity	Amount	Quantity	Amount	%		
00 BASE CONTRACT														
01	REMOVE, HAUL, STORE, PROCESS ELIGIBLE DEBRIS AT TDSRS 0-15 MILES	9.2500		.00 CY	0.00	25692.35	237,654.24	.00	0.00	25692.35	237,654.24	0.0	0.00	
02	REMOVE, HAUL, STORE, PROCESS ELIGIBLE DEBRIS AT TDSRS 16-30 MILES	9.2500		.00 CY	0.00	.00	0.00	.00	0.00	.00	0.00	0.0	0.00	
03	REMOVE, HAUL, STORE, PROCESS ELIGIBLE DEBRIS AT TDSRS 31-60 MILES	9.5000		.00 CY	0.00	.00	0.00	.00	0.00	.00	0.00	0.0	0.00	
04	MANGEMENT & FINAL DISPOSAL OF DEBRIS AT TDSRS	5.5000		.00 CY	0.00	36076.30	198,419.66	.00	0.00	36076.30	198,419.66	0.0	0.00	
05	PROCESS AND FINAL DISPOSAL OF DEBRIS FROM CO OR CITIZENS AT TDSRS	5.5000		.00 CY	0.00	861.70	4,739.35	.00	0.00	861.70	4,739.35	0.0	0.00	
06	HAZARDOUS STUMPS, FILL DIRT, SEEDING, 25"-48"	390.0000		.00 EA	0.00	.00	0.00	.00	0.00	.00	0.00	0.0	0.00	
07	HAZARDOUS STUMPS, FILL DIRT, SEEDING, >48"	600.0000		.00 EA	0.00	.00	0.00	.00	0.00	.00	0.00	0.0	0.00	
08	102nd AVENUE CANAL T&M WORK	0.0000		.00 LS	60,410.50	100.00 %	60,410.50	0.00 %	0.00	100.00 %	60,410.50	100.0	0.00	
09	C&D ROW DEBRIS REMOVAL TO DISPOSAL (0-15.99 MILES)	9.2500		.00 CY	0.00	2265.60	20,956.80	.00	0.00	2265.60	20,956.80	0.0	0.00	
Total BASE CONTRACT						60,410.50	522,180.55		0.00		522,180.55		0.00	
Application Total						60,410.50	522,180.55		0.00		522,180.55		0.00	



City of Pinellas Park

Staff Report

File #: 18-398, **Version:** 1

Agenda Date: 3/22/2018

**AUTHORIZATION FOR FINAL PAYMENT FOR 122ND AVENUE AND WEST STREET
EMERGENCY SEWER REPAIRS - Rowland, Inc.**

NOTE: This action is recommended so that the first and final payment can be processed. The total amount of the invoice is \$122,485.62 and is to be charged to account #301381-562538 reference project #18381/575; of which could be reimbursable in the future by Diversified Underground Services.

ACTION: (Approve - Deny) Authorization to make the first and final payment for emergency sewer repairs at 122nd Avenue and West Street to Rowland, Inc., 6855 102nd Avenue North, Pinellas Park, FL 33782, in the amount of \$122,485.62, to be charged to the appropriate account.



ROWLAND JOB #: 18-10
PROJECT: City of Pinellas Park
Emergency 8" Point Repair

Rowland Inc. is a proud applicator of
SEWERCOAT
over 20 years experience rehabilitating manholes
with thousands of successful applications

C26

Rowland Inc.
City of Pinellas Park
122nd Ave. N. and West Str.
Emergency 8" Point Repair

Item	Description	Quant.	u/m	Unit cost	Total
D.	Sewer Pipe, Force Main and Manhole Emergency Repair				
1	Mobilization	1.00	ls	225.00	225.00
2	Traffic Control	0.00	per day	45.00	0.00
3	Labor hour				
	Foreman regular time	124.00	per hour	66.00	8,184.00
	Foreman overtime	24.50	per hour	76.00	1,862.00
	Operator regular time	213.50	per hour	53.00	11,315.50
	Operator overtime	15.00	per hour	63.00	945.00
	Truck Driver regular time	38.50	per hour	43.00	1,655.50
	Truck Driver overtime	0.00	per hour	53.00	0.00
	Pipe Layer regular time	171.50	per hour	46.00	7,889.00
	Pipe Layer overtime	17.00	per hour	56.00	952.00
	Laborer regular time	220.50	per hour	41.00	9,040.50
	Laborer overtime	13.50	per hour	51.00	688.50
4	Equipment				
	Foreman P/U with hand tool	148.50	per hour	28.00	4,158.00
	Job truck with tools	151.50	per hour	36.00	5,454.00
	Tractor & Trailer (Transport)	6.50	per hour	25.00	162.50
	Track Hoe (to 100 HP)	0.00	per hour	95.00	0.00
	Track Hoe (101 HP to 170HP)	0.00	per hour	130.00	0.00
	Track Hoe (171 HP and up)	90.00	per hour	135.00	12,150.00
	Rubber Tired Backhoe	0.00	per hour	55.00	0.00
	Wheel Loader (to 150 HP)	155.00	per hour	65.00	10,075.00
	Wheel Loader (151 HP and up)	0.00	per hour	70.00	0.00
	Track Type Tractors (to 100 HP)	15.00	per hour	22.00	330.00
	Track Type Tractors (101 HP and up)	0.00	per hour	27.00	0.00
	Dump Truck (Tandem Axel)	25.50	per hour	72.00	1,836.00
	Plate Tamp	9.00	per hour	6.00	54.00
	3" Trash Pump	8.00	per hour	6.00	48.00
	4" Double Diaphragm Pump	22.00	per hour	9.00	198.00
	Air Compressor (125 CFM min.)	0.00	per hour	12.00	0.00
	Well Point Pump	10.00	per day	100.00	1,000.00
	Well Point	80.00	per Linear f	26.00	2,080.00
	4" Jet Pump	0.00	per day	50.00	0.00
5	Materials				
	Asphalt - 2" overlay	0.00	per SY	15.00	0.00
	3,000 psi Concrete	0.00	per CY	115.00	0.00
	OffSite Selected Fill	18.00	per CY	4.00	72.00
	Limerock Base Material	38.64	per Ton	25.00	966.00
	#57 Washed Stone	19.75	per Ton	40.00	790.00
	Bahia Sod	2,000.00	per SF	0.60	1,200.00
	City's Standard manhole ring	0.00	ea	150.00	0.00
	City's Standard manhole cover	0.00	ea	80.00	0.00
	Two-Way Cleanouts	0.00	ea	55.00	0.00
					83,330.50
Miscellaneous Items					35,595.56
10% allowable markup on miscellaneous items					3,559.56
Total = \$					122,485.62

Rowland, Incorporated

Item	Description	Total		Date Worked																
		Hours		2/1/2018	2/2/2018	2/5/2018	2/6/2018	2/7/2018	2/8/2018	2/9/2018	2/12/2018	2/13/2018	2/14/2018	2/15/2018	2/16/2018	2/19/2018	2/20/2018	2/21/2018	2/22/2018	
3	LABOR																			
	Foreman regular time	124.00																		
	B. Gavitt	5.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	R. Perry	11.00	3.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	B. Davis	103.00	0.00	0.00	8.00	8.00	8.00	6.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	5.00	6.00	
	Foreman overtime	24.50																		
	B. Gavitt	4.50	4.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	R. Perry	5.50	4.50	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	B. Davis	14.50	0.00	0.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	4.00	1.00	1.00	1.00	1.00	1.00	0.50	0.00	
	Operator regular time	213.50																		
	J. Rau	11.00	3.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	S. McGoldrick	98.00	3.00	8.00	8.00	8.00	8.00	5.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	0.00	
	J. Stevenson	106.50	0.00	0.00	8.00	8.00	8.00	6.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	7.50	5.00	
	Operator overtime	15.00																		
	J. Rau	3.50	3.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	S. McGoldrick	7.00	3.50	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	J. Stevenson	4.50	0.00	0.00	0.50	0.50	0.50	0.00	0.00	0.00	0.00	3.00	0.00	0.50	0.00	0.00	0.00	0.00	0.00	
	Truck Driver regular time	38.50																		
	M. Sully	6.50	3.00	0.00	0.00	0.00	0.00	1.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	0.00	0.00	0.00	
	C. Robbins	32.00	2.00	5.50	0.00	0.00	2.00	0.00	2.00	0.00	0.00	0.00	7.00	4.00	5.00	3.00	1.50	0.00	0.00	
	Pipe Layer regular time	171.50																		
	J. Cunningham	11.00	3.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	R. Burkholder	9.00	1.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	V. Ovakles	108.00	0.00	0.00	8.00	8.00	8.00	6.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	6.00	
	R. Turner	43.50	0.00	0.00	0.00	0.00	8.00	5.00	8.00	8.00	8.00	8.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Pipe Layer overtime	17.00																		
	J. Cunningham	3.50	3.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	V. Ovakles	13.50	0.00	0.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	4.00	0.00	1.00	1.00	1.00	1.00	0.50	0.00	
	Laborer regular time	220.50																		
	J. Rutherford	11.00	3.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	J. Conyers	11.00	3.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	S. Vilella	85.00	0.00	0.00	8.00	8.00	8.00	5.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	0.00	0.00	
	D. McKee	98.00	0.00	0.00	8.00	8.00	8.00	5.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	0.00	5.00	
	G. Gamboa	15.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00	7.50	0.00	
	Laborer overtime	13.50																		
	J. Rutherford	5.50	4.50	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	J. Conyers	3.50	3.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	S. Vilella	1.50	0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	
	D. McKee	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

Rowland, Incorporated

Item	Description	Total		Date Worked															
		Hours		2/1/2018	2/2/2018	2/5/2018	2/6/2018	2/7/2018	2/8/2018	2/9/2018	2/12/2018	2/13/2018	2/14/2018	2/15/2018	2/16/2018	2/19/2018	2/20/2018	2/21/2018	2/22/2018
EQUIPMENT																			
4	Foreman P/U with hand tool	148.50		9.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	PU-60	9.50	9.50																
	PU-63	16.50	7.50	9.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	PU-64	122.50	0.00	0.00	0.00	9.00	9.00	6.00	9.00	9.00	9.00	9.00	12.00	9.00	9.00	9.00	9.00	9.00	6.00
	Job truck with tools	151.50																	
	VAN-18	16.50	7.50	9.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	FB-18	12.50	1.00	4.00	0.00	0.00	0.00	0.00	2.00	0.00	6.00	0.00	2.00	2.00	0.00	0.00	1.50	0.00	0.00
	VAN-22	122.50	0.00	0.00	0.00	9.00	9.00	6.00	9.00	9.00	9.00	9.00	12.00	9.00	9.00	9.00	9.00	9.00	6.00
Tractor & Trailer (Transport)		6.50																	
	TR-14	6.50	3.00	0.00	0.00	0.00	0.00	1.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	0.00	0.00	0.00
Track Hoe (171 HP and up)		90.00																	
	BH-29	90.00	3.00	8.00	8.00	8.00	8.00	5.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	0.00	0.00	0.00	0.00
Wheel Loader (to 150 HP)		155.00																	
	L-20	121.00	6.00	8.00	8.00	8.00	8.00	5.00	8.00	8.00	8.00	10.00	8.00	8.00	8.00	8.00	8.00	8.00	5.00
	L-24	34.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00	6.00	8.00	5.00
Track Type Tractors (to 100 HP)		15.00																	
	CU-10 (Broom Tractor)	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	2.00	2.00	0.00	2.00
	R-15 (Roker)	7.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	4.00	0.00	2.00
Dump Truck (Tandem Axle)		25.50																	
	FB-20 (Waste Truck)	7.00	1.00	4.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	DT-6	18.50	0.00	1.50	0.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	5.00	3.00	0.00	0.00
Plate Tamp		9.00																	
	PT-10	9.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	7.00	0.00	0.00	0.00	0.00
3" Trash Pump		8.00																	
	DP-12	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4" Double Diaphragm Pump		22.00																	
	DP-11	22.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7.00	15.00	0.00	0.00	0.00	0.00	0.00
Well Point Pump		10.00																	
	WP-9	10.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00
Well Point		60.00																	
		80.00	0.00	60.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Rowland, Incorporated

Item	Description	Total Quantity	Date Utilized			
			2/2/2018	2/6/2018	2/16/2018	2/20/2018
5	MATERIAL					
	OffSite Selected Fill	18.00				
		18.00	0.00	0.00	18.00	0.00
	Limerock Base Material	38.64				
		38.64	4.00	0.00	34.64	0.00
	#57 Washed Stone	19.75				
		19.75	0.00	19.75	0.00	0.00
	Bahia Sod	2,000.00				
		2,000.00	0.00	0.00	0.00	2,000.00

Invoice #	Company	Description	Total		Date Utilized									
			Quantity		02/02/18	02/07/18	02/09/18	02/13/18	02/20/18	02/23/18	02/26/18	02/27/18		
Miscellaneous			35,595.56											
Miscellaneous Items														
46737	MOT Plans	MOT Drawing	200.00	200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1651684	Ferguson	4" PVC Pipe & Fittings	721.50	0.00	721.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
85664	Seaboard Steel	Steel Sheeting	4,326.55	0.00	0.00	4,326.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1652657	Ferguson	8" PVC Pipe & Coupling	200.28	0.00	0.00	0.00	0.00	200.28	0.00	0.00	0.00	0.00	0.00	0.00
76411	Seminole Septic	Vac. Truck	800.00	0.00	0.00	0.00	0.00	800.00	0.00	0.00	0.00	0.00	0.00	0.00
14706-0003	Synergy	By-Pass Pumping	7,204.74	0.00	0.00	0.00	0.00	0.00	7,204.74	0.00	0.00	0.00	0.00	0.00
3034	American Asphalt	Paving of SP-12.5 (3"Thick)	8,969.36	0.00	0.00	0.00	0.00	0.00	0.00	8,969.36	0.00	0.00	0.00	0.00
L29561	DESI	Density Testing	320.00	0.00	0.00	0.00	0.00	0.00	0.00	320.00	0.00	0.00	0.00	0.00
22618	Suncoast Development	Concrete Curb & Sidewalk	4,827.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,827.50	0.00	0.00	0.00
29-01267-18	Trench Plate	Trench Plates	569.68	0.00	0.00	0.00	0.00	0.00	0.00	0.00	569.68	0.00	0.00	0.00
85695	Seaboard Steel	Vibratory Driver	5,726.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,726.00	0.00	0.00
47297	MOT Plans	MOT	1,729.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,729.95	0.00	0.00



MOTPlans
631 NE 45 St
Oakland Park, FL 33334

Invoice

Date	Invoice #
2/2/2018	46737

Bill To
Rowland Inc 6855 102 Ave N. Pinellas Park, FL 33782

Ship To
W St and 122nd Ave N

PO #		Project #	Job #	Rep	Terms																
				EP	Net 30																
Item	Description		Quantity x Days	Rate	Amount																
MOT Plan	MOT Drawing 2/2		1	200.00	200.00																
<table><tr><td>Kevin</td><td><input checked="" type="checkbox"/></td></tr><tr><td>Ken</td><td><input type="checkbox"/></td></tr><tr><td>Rick</td><td><input type="checkbox"/></td></tr><tr><td>Ryan</td><td><input type="checkbox"/></td></tr><tr><td>Paul</td><td><input type="checkbox"/></td></tr><tr><td>Bill</td><td><input type="checkbox"/></td></tr><tr><td>Carolyn</td><td><input type="checkbox"/></td></tr><tr><td>KMC</td><td><input type="checkbox"/></td></tr></table>						Kevin	<input checked="" type="checkbox"/>	Ken	<input type="checkbox"/>	Rick	<input type="checkbox"/>	Ryan	<input type="checkbox"/>	Paul	<input type="checkbox"/>	Bill	<input type="checkbox"/>	Carolyn	<input type="checkbox"/>	KMC	<input type="checkbox"/>
Kevin	<input checked="" type="checkbox"/>																				
Ken	<input type="checkbox"/>																				
Rick	<input type="checkbox"/>																				
Ryan	<input type="checkbox"/>																				
Paul	<input type="checkbox"/>																				
Bill	<input type="checkbox"/>																				
Carolyn	<input type="checkbox"/>																				
KMC	<input type="checkbox"/>																				
<table><tr><td>Date:</td><td>FEB 06 2018</td></tr><tr><td>Job No:</td><td>1810</td></tr><tr><td>Job No:</td><td>5050</td></tr><tr><td>GL Acct. No.:</td><td></td></tr><tr><td>Material</td><td>Subcontractor</td></tr><tr><td>Rental</td><td>Other</td></tr></table>						Date:	FEB 06 2018	Job No:	1810	Job No:	5050	GL Acct. No.:		Material	Subcontractor	Rental	Other				
Date:	FEB 06 2018																				
Job No:	1810																				
Job No:	5050																				
GL Acct. No.:																					
Material	Subcontractor																				
Rental	Other																				

		Sales Tax (7.0%)	\$0.00
		Total	\$200.00
		Payments/Credits	\$0.00
		Balance Due	\$200.00
Phone #	Fax #	E-mail	Web Site
954-612-7666	954-759-9186	AR@motplans.com	www.motplans.com



WATERWORKS
8008 E. SLIGH AVE.
TAMPA, FL 33610-0000

Please contact with Questions: 813-627-1240

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1651684	\$721.50	43434	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:

FEI-TAMPA, FL WATERWORKS #044
REMIT TO NEW ADDRESS:
PO BOX 100286
ATLANTA, GA 30384-0286

4844 1 AB 0.408 E0045X 10082 03325861535 S2 P5083355 0001:0001



ROWLAND INC
PINELLAS ANNUAL SWR 16-79
6855 102ND AVE N
PINELLAS PARK FL 33782-2918

SHIP TO:

122ND AVE AND 49TH STREET
122ND AVE AND 49TH STREET
BTWN 49TH AND WEST STREET
PINELLAS PARK, FL 33782

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
44	44	FL2PIN	BILL PINELLAS PARK	005	1800 122ND AVE	02/07/18	IO 99494
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
40	40	DR18GPP	4 C900 DR18 PVC GJ GREE PIPE	2.600	FT	104.00	
2	2	MJLSP4LAP	4 MJ C153 P-401 LONG SLV L/A	129.800	EA	259.60	
1	1	MJ9P4LAP	4 MJ C153 P-401 90 BEND L/A	127.499	EA	127.50	
6	6	SSLCE4AP	4 PVC WDG REST *ONELOK W/A	29.000	EA	174.00	
2	2	IMJTGP	4 SBR MJ IPS TRANS GSKT	4.600	EA	9.20	
INVOICE SUB-TOTAL						674.30	
TAX Pinellas						47.20	

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Looking for a more convenient way to pay your bill?

Log in to Ferguson.com and request access to Online Bill Pay.



TERMS: NET 10TH PROX

ORIGINAL INVOICE

TOTAL DUE

\$721.50

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at http://wolseleyna.com/terms_conditionsSale.html and are incorporated by reference. Seller may convert checks to ACH.

SEABOARD STEEL CORPORATION
P.O. BOX 3408
SARASOTA, FL 34230



Invoice

Date	Invoice #
2/9/2018	85664

BILL TO
Rowland Inc. 6855 102nd Avenue North Pinellas Park, FL 33782

Ship To
Job #1810 49th St. & 122nd. Ave. North Pinellas Park, FL

P.O. No.	Terms	Rep	Ship Via	FOB
Per Bill	Due on receipt	LMS	Truck	Seaboard Yd.

Description	Qty/Tonage	Rate	Amount
32 Pcs. PZC 18 Steel Sheet Pile in 21' - 23'11" Lengths = 18.25 Tons	18.25	160.00	2,920.00T
4 Pcs. RC230/31 Corners in 15'3" - 17'3" Lengths = 64.42 L. Ft.	64.42	12.00	773.04T
First Month's Minimum Rental: 2/5/18 thru 3/4/18	1	375.00	375.00
Freight - Trucking Charge for Delivery of Above Material			
Thank you for your business.		Subtotal	\$4,068.04
		Sales Tax (7.0%)	\$258.51
		Total	\$4,326.55

Phone #	Fax #	Web Site	E-mail
941-355-9773	941-351-7064	WWW.SEABOARDSTEEL.COM	wendy@seaboardsteel.com



8008 E. SLIGH AVE.
TAMPA, FL 33610-0000

Please contact with Questions: 813-627-1240

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1652657	\$200.28	43434	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:

FEI-TAMPA, FL WATERWORKS #044
REMIT TO NEW ADDRESS:
PO BOX 100286
ATLANTA, GA 30384-0286

4784 1 AB 0.408 E0048X 10091 03340043409 S2 P5093533 0001:0002



ROWLAND INC
PINELLAS ANNUAL SWR 16-79
6855 102ND AVE N
PINELLAS PARK FL 33782-2918

SHIP TO:

122ND AVE & 49TH STREET
122ND AVE & 49TH STREET
BTWN 49TH AND WEST ST
PINELLAS PARK, FL 33782

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
44	44	FL2PIN	PINELLAS PARK	005	JOB #1810 122ND	02/13/18	IO 99537
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
28	28	SDR26HWSPX14	8X14 SDR26 HW PVC GJ SWR PIPE	4.590	FT	128.52	
1	1	MUL063627	8 PVC SWR GXG REP COUP	32.590	EA	32.59	
1	1	R051MJSOR08	8 MJ X SDR35 TRAN GSKT	22.720	EA	22.72	
1	1	PSLUBXL1Q	1 QT 2 LB PIPE JT LUB NSF NEW FORM	3.350	EA	3.35	
INVOICE SUB-TOTAL						187.18	
TAX Pinellas						13.10	
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.							
		Kevin	h				
		Ken					
		Rick					
		Ryan					
		Paul					
		Bill					
		Carolyn					
		KMC					
Date: FEB 20 2018							
Job No:							
Job No: 1810							
GL ACCT. No.: 5020							
Material				Subcontractor			
Rental				Other			
Looking for a more convenient way to pay your bill?							
Log in to Ferguson.com and request access to Online Bill Pay.							

TERMS: NET 10TH PROX ORIGINAL INVOICE TOTAL DUE \$200.28

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at http://wolseley.com/terms_conditionsSale.html and are incorporated by reference. Seller may convert checks to ACH.

mae D 220-18

Kevin	h
Ken	
Rick	
Ryan	
Paul	
Bill	
Carolyn	
KMC	

Date:	FEB 22 1983
Job No:	
Job No:	1810
GL Acct. No:	5030
Material	Subcontractor
Rental	Other

Per Bill



8151 N. ORANGE BLOSSOM TRAIL
ORLANDO, FL 32810
TEL: 407-273-7383

Page: 1

Remit To:

MAIL CODE 5640
P.O. BOX 105046
ATLANTA, GA 30348

Customer: 2622
ROWLAND INC.
6855 102ND AVE. NORTH
PINELLAS PARK, FL 33782

RENTAL RETURN

Job Site:
Emergency Bypass
4890 122ND AVE N
CLEARWATER, FL 33762

Invoice #... 14706-0003
Invoice date 2/20/18
Date out.... 2/01/18 3:00 PM
Date in..... 2/15/18 10:31 AM
Job Loc..... 4890 122ND AVE N, CLEARWATER BEAC
Job No..... 04001802298
P.O. #.....
Ordered By.. BILL GAVIT
Terms..... Net 30 Days
Sales Rep: COREY WERT
Written by.. NICHOLAS KNARR

Qty	Equipment #	Day	Week	4 Week	Amount
1	PUMP TRASH CENTRIFUGAL 4" SOU 1020522 Make: BBA Model: BA100K HR OUT1 914.00 HR IN1 1239.00	328.00	820.00	2050.00	1640.00
		Ser #: 21005959			
		TOTAL:	325.00		
1	PUMP TRASH CENTRIFUGAL 4" SOU 1020525 Make: BBA Model: BA100K HR OUT1 273.90 HR IN1 274.00	246.00	615.00	1538.00	1230.00
		Ser #: 15-2629			
		TOTAL:	.10		
1	8" X 12' FLANGED ROAD CROSSIN 1019321 Make: CK POWER Model: CKRDC812 HR OUT1 1.00 HR IN1 1.00	144.00	360.00	900.00	720.00
		Ser #: 1019321			
4	4" X 10' SUCTION HOSE BLACK R	13.00	32.00	80.00	256.00
4	4" CHECK VALVES	22.00	56.00	140.00	448.00
5	4" X 20' SUCTION HOSE BLACK R	45.00	90.00	195.00	900.00
1	4" SOCKET X 6" BALL INCREASER	10.00	15.00	30.00	30.00
1	6" SOCKET X 4" BALL REDUCER	10.00	15.00	30.00	30.00
1	6" SOCKET X 8" BALL INCREASER	10.00	20.00	40.00	40.00
1	8" SOCKET X 6" BALL REDUCER	10.00	25.00	45.00	45.00
2	100' PAIR N/O FLOAT CONTROL	22.00	56.00	140.00	224.00
2	4" WYE	4.00	12.00	35.00	48.00
1	4" FLANGE X BALL	2.00	6.00	18.00	12.00
1	EMERGENCY STANDBY AUTO DIALER 1020157 Make: LOFA Model: MSNGER HR OUT1 1.10 HR IN1 1.10	80.00	200.00	500.00	400.00
		Ser #: 57546002			
1	8" FLANGE X BALL				N/C
1	8" FLANGE X SOCKET				N/C
1	4" SOCKET X 4" MNPT	3.00	8.00	15.00	15.00
1	4" FEMALE CAM X FNPT (PART D)	3.00	8.00	15.00	15.00

The above Equipment has been received in good repair and operating condition.
**Customer acknowledges that this transaction is governed by Synergy's terms and conditions which are set forth, in part, on the reverse side of this Agreement, and in full at www.synergiequip.com, which terms and conditions are incorporated by reference herein, and customer agrees that said terms and conditions shall be applicable to the exclusion of any other terms and conditions.

Signature: _____ Date: _____

Printed Name: _____

SYNIV

KEY DEPOSIT \$5.00

Initial: _____

IF EQUIPMENT DOES NOT WORK
PROPERLY NOTIFY OFFICE AT ONCE.

Terms: Net due 30 days. 1.5% service charge per month after 30 days.



8151 N. ORANGE BLOSSOM TRAIL
ORLANDO, FL 32810
TEL: 407-273-7383

Page: 2

Remit To:

MAIL CODE 5640
P.O. BOX 105046
ATLANTA, GA 30348

Customer: 2622
ROWLAND INC.
6855 102ND AVE. NORTH
PINELLAS PARK, FL 33782

RENTAL RETURN

Invoice #... 14706-0003
Invoice date 2/20/18
Date out.... 2/01/18 3:00 PM
Date in..... 2/15/18 10:31 AM
Job Loc..... 4890 122ND AVE N, CLEARWATER BEAC
Job No..... 04001802298
P.O. #.....
Ordered By.. BILL GAVIT
Terms..... Net 30 Days
Sales Rep: COREY WERT
Written by.. NICHOLAS KNARR

Job Site:
Emergency Bypass
4890 122ND AVE N
CLEARWATER, FL 33762

Qty	Equipment #		Day	Week	4 Week	Amount
1	ENV ENVIRONMENTAL FEE	EA	121.060			121.06

Sub-total: 6174.06
Damage waiver: 598.50
Tax: 432.18
Total: 7204.74

FINAL BILL: 2/01/18 03:00 PM THRU 2/15/18 10:31 AM.

The above Equipment has been received in good repair and operating condition.
**Customer acknowledges that this transaction is governed by Synergy's terms and conditions which are set forth, in part, on the reverse side of this Agreement, and in full at www.synergiequip.com, which terms and conditions are incorporated by reference herein, and customer agrees that said terms and conditions shall be applicable to the exclusion of any other terms and conditions.

KEY DEPOSIT \$5.00

Initial: _____

IF EQUIPMENT DOES NOT WORK
PROPERLY NOTIFY OFFICE AT ONCE.

Terms: Net due 30 days. 1.5% service charge per month after 30 days.

Printed

SYINV

C26



Main Office:
6436 W. Linebaugh Ave.
Tampa, FL 33625
Office: (813) 968-4200
Fax: (813) 962-0800
Cell: (813) 770-1458

Sales Representative:
Darren Holley
Darren.Holley@AAPavingLLC.com
FL LIC # SP14299 FDOT #2583870
Job Number:
#3034

Final Paving Invoice

Client: Rowland Inc.
Attn: Bill Gavitt
6855 102nd Ave. North
Pinellas Park, Florida 33782
Phone: (727) 545-3815
Job Name: 122nd and 49th Street N.

Date: 2/23/2018

Location: 122nd Ave and 49th Street
Largo, Florida

Item	Description	Quantity	Unit	Unit Price	Price
1	Paving of SP-12.5 type asphalt 3" thick in two lifts with tack on one mobilization	191	SQ YDS	\$46.96	\$8,969.36
Estimated Job Total					\$8,969.36

Special Provisions

- Terms are net 15 days from invoice date. Interest at the rate of 1.5% per month will be charged on unpaid invoices that go beyond 30 days. Any invoices over 60 days will also be subject to any additional finance charges that American Asphalt Paving incurs from our asphalt suppliers as part of final bill.
- Final billing is based off of actual field measurements. If field quantities differ by more than +/- 5%, contract will be renegotiated.
- Estimates are based on quantities provided by contractor. We DO NOT do take offs on jobs. Contractor is responsible for SQ YD accuracy provided for bid/job.
- American Asphalt Paving's proposal will be attached to any signed contract as Exhibit "A".
- Contractor/Customer is responsible for any MOT required unless otherwise stated. Any Paving done outside of FDOT specs will not be warranted.
- Number of mobilizations included in this price 1 Additional mobilizations will be billed at \$1,800.00 each.
- Any job requiring Certified Payroll, Bacon-Davis Wage will add \$400.00 per month to the contract amount for filing fees and additional tracking of hours.
- Asphalt over runs will be billed at \$110.00 per ton based on 110 LBS per SQ YD per 1" thickness of asphalt.
- Contractor/Customer is responsible for any survey/layout and testing. If densities/rolling straight edge are required, we MUST be notified in advance.
- Our asphalt material cost is based on current liquid AC pricing and is subject to change, based on FDOT Asphalt Index at the time of installation. Potential Indexing of a job MUST be notified to us in advance so it can be priced accordingly. Contractor will be responsible for any negative cost factors of indexing if we are not notified in advance.
- Pricing does NOT include any additional cost for bonds, permits pulled or additional insurance requirements that are needed by American Asphalt Paving LLC, unless stipulated in writing. American Asphalt ultimately reserves the right to pursue payment from General Contractor or developers if not paid within 60 days.
- Any pre-paving leveling or contractor caused delays will be billed at \$650.00 per hour plus material and trucking cost.
- Although every effort will be made to maintain positive drainage, any pre-paving grades with less than a 1% fall cannot be guaranteed against ponding of water. Ponding due to sinking base will not be warranted. Paving done on wet base will not be warranted.
- All estimates are based on 110 LBS per SQ YD per 1" thickness of asphalt.
- Standard working hours are Monday thru Friday from 7 AM to 5:30 PM. Off hours must be negotiated.
- A fee of \$1500.00 will be charged as necessary for the plant to open for work done on Saturday/Sunday.
- All signed proposals must be returned to the office 5 business days prior to scheduling work. All Permits required will be provided by Customer/Contractor.
- No retainage to be held on jobs unless agreed upon prior in writing. American Asphalt reserves the right to void out this contract at any time.
- There is a \$1,500.00 fee for any work that is cancelled within 24 hours of scheduled paving date if not due to weather related issues.
- Tack is charged at \$0.30 per SQ YD. We DO NOT Prime and Sand.
- All work comes with a one year warranty against craftsmanship. This excludes sinking base, damage to asphalt, rising water table, ravelling due to misuse, etc.
- Warranty work will only be performed on contracts that are paid in full.
- Under NO circumstance will a Unconditional Final release be provided without payment in FULL on the contract. Conditional final provided with copy of check.

We propose to furnish labor and materials for the job described above. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the estimate. Any job that American Asphalt Paving feels is not acceptable to be paved, Contractor/Owner will be notified and American Asphalt Paving will pull off the job at Contractor/Owner's expense or the job will be signed off on that American Asphalt Paving will not be held liable for any future problems such as cracking, sinking, density not passing, etc. All agreements are contingent upon strikes, accidents, or delays beyond our control. Contractor/Owner to carry all fire, tornado, and other necessary insurance to insure the safety of all workers and civilians not associated with American Asphalt Paving on the job site. Should any indebtedness not be paid in accordance with the terms of this proposal, the undersigned customer agrees to pay all costs of collection, including attorney's fees and 18% interest on unpaid invoices.

American Asphalt Paving LLC is authorized to perform the above stated work for the above quoted price. ALL SPECIAL PROVISIONS have been reviewed and agreed with.

Owner / Contractor:

American Asphalt Paving LLC.
Representative:

Date: _____

Darren Holley

Date: 2/23/2018

Proposal Subject to Cancellation if not accepted within 10 days

INVOICE

Rowland, Inc.

DATE: 2/23/2018
FILE NO: L159868
INVOICE #: L29561

Bill@Rowland-Inc.com

Carolyn@Rowland-Inc.com

Due Upon Receipt

Please Remit To:
P.O. Box 17839
Clearwater, FL 33762

**RE: Invoice for materials testing on the referenced project:
Miscellaneous Locations**

RPT NO.	DATE OF SERVICE	DESCRIPTION	UNIT FEE	HRS/ QNTY	COST
---------	-----------------	-------------	----------	-----------	------

122nd Avenue Sewer - Job #1810:

38	2/7/2018	AASHTO T-180 Laboratory Proctor	\$90.00 Ea	1	\$90.00
		Technician Time	\$60.00 Hr	0.5	\$30.00
39	2/14/2018	Field Density Testing	\$20.00 Ea	4	\$80.00
40	2/20/2018	Field Density Testing (minimum 3 tests per trip)	\$20.00 Ea	3	\$60.00
41	2/21/2018	Field Density Testing (minimum 3 tests per trip)	\$20.00 Ea	3	\$60.00

TOTAL DUE: \$320.00

Sarasota

Phone: 727.471.6655
Fax: 941.371.8962
saroffice@driggers-eng.com

Clearwater

P.O. Box 17839 • Clearwater, Florida 33762
Phone: 727.571.1313 • Fax: 727.471.6653
ciwoffice@driggers-eng.com

Spring Hill

Phone: 727.471.6657
Fax: 727.471.6653
sphilloffice@driggers-eng.com

Suncoast Development

2340 Destiny Way
Odessa, FL 33556

Invoice

Date	Invoice #
2/26/2018	022618

Bill To
ROWLAND CONSTRUCTION 6855 102ND AVENUE PINELLAS PARK, FL 33782

P.O. No.	Terms	Project
9992	30 DAYS	

Quantity	Description	Rate	Amount
	PINELLAS PARK - 122ND AVENUE		
16.5	D-CURB	35.00	577.50
34	3' VALLEY GUTTER	45 00	1,530 00
56	A-CURB	40.00	2,240.00
8	SIDEWALK	60 00	480 00
		Total	\$4,827.50



TAMPA DIVISION
13217 LAURELDALE AVE
DOWNEY, CA 90242
Dispatch Inquiry: 813-248-2495
Billing Inquiry: 888-833-3777

Invoice

INVOICE NUMBER: 29-01267-18
INVOICE DATE: 2/26/18

Rowland Inc.	<u>Project Name:</u> 1810	<u>Job #:</u> 1810
Accounts Payable	<u>Ordered By:</u> BILL GAVITT	<u>P/O Number:</u> 1810
8855 102nd Ave	<u>Phone:</u> (727) 545-3815	<u>JS Contact:</u> BILL GAVITT
Pinellas Park FL 33782	<u>Job City:</u> PINELLAS PARK FL	<u>Job Site Phone:</u> (727) 545-3815
Office Phone: (727) 545-3815	<u>Map Pg:</u>	<u>Cell:</u> 727-423-6388
Cust ID #: 631127	<u>Job Site Location:</u> 122ND AVE AND 49TH ST	

Delivery Instructions:

Rental Contract Number : TMP01125-18

Start Rent Date : 2/9/18

Status	Qty	Item Description and Rate	Days	From Date	Thru Date	Rate Each	Rate Ext.
Rent Stopped	2	1.0 in.x8x16 Trench Plate S OFF RENT 2-14-18 ALL PRODUCT RETURNED 56.00/Day 112.00/Week 336.00/4 Week 1 DY MIN P147645, P50682	6	2/9/18	2/14/18	112.00	224.00

Qty	Description	Reg Rate	OT Rate	DT Rate	Reg	OT	DT	Labor Subtotal
1	Delivery Truck & Trailer Flat Rate 2-9-18	165.00			1.00			165.00
1	Pick Up Truck & Trailer Flat Rate LH111 2-15-18	165.00			1.00			165.00

Invoice Summary:

TERMS: C.O.D. Accounts, Deposit Estimate Due Upon Delivery. Credit Accounts are due and payable net 30 days from invoice date. This invoice is subject to additional terms and conditions printed on the reverse side hereof, limiting the seller's warranty, obligations and excluding liability for consequential damages.

<u>Rental:</u>	\$224.00
<u>Sales:</u>	
<u>Others:</u>	\$330.00
<u>Tax: PINELLAS</u>	\$15.68
<u>Total:</u>	\$569.68

SEABOARD STEEL CORPORATION
P.O. BOX 3408
SARASOTA, FL 34230



Invoice

Date	Invoice #
2/27/2018	85695

BILL TO
Rowland Inc. 6855 102nd Avenue North Pinellas Park, FL 33782

Ship To
Job #1810 49th St. & 122nd. Ave. North Pinellas Park, FL

P.O. No.	Terms	Rep	Ship Via	FOB
Per Bill	Due on receipt	LMS	Truck	Seaboard Yd.

Description	Qty/Tonage	Rate	Amount
MKT V-5E Vibratory Driver/Extractor, S/N 050601 w/ 100' Hose Bundle & HP 185 Diesel/Hydraulic Power Pack, S/N 060502	2	2,000.00 0.00	4,000.00T 0.00T
2 - Dawson Ground Release Shackles, S/N 7701 & 14622 @ \$75./Ea. Week	2	150.00	300.00T
Rental Period: 2/5/18 thru 2/16/18 = Two Week's Rental			
Freight - Trucking Charges for Delivery & Return of Equipment	2	375.00	750.00
Freight - Trucking Charge for Return of Sheets (all sheets returned)	1	375.00	375.00

Thank you for your business.	Subtotal	\$5,425.00
	Sales Tax (7.0%)	\$301.00
	Total	\$5,726.00

Phone #	Fax #	Web Site	E-mail
941-355-9773	941-351-7064	WWW.SEABOARDSTEEL.COM	wendy@seaboardsteel.com



MOTPlans
631 NE 45 St
Oakland Park, FL 33334

Invoice

Date	Invoice #
2/27/2018	47297

Bill To
Rowland Inc 6855 102 Ave N. Pinellas Park, FL 33782

Ship To
122nd Ave N & West St Clearwater

PO #	Project #	Job #	Rep	Terms
18-10			EP	Net 30
Item	Description	Quantity x Days	Rate	Amount
Setup	Setup 2/1	1	395.00	395.00
Signs	34 Workzone Signs 2/1-2/23	782	0.65	508.30T
Drums	20 Drums 2/1-2/23	460	0.40	184.00T
T3	10 Type III Barricade 2/1-2/23	230	0.85	195.50T
Takedown	Takedown 2/23	1	385.00	385.00

Kevin	<input checked="" type="checkbox"/>
Ken	<input checked="" type="checkbox"/>
Rick	<input type="checkbox"/>
Ryan	<input type="checkbox"/>
Paul	<input type="checkbox"/>
Bill	<input type="checkbox"/>
Carolyn	<input type="checkbox"/>
KMC	<input type="checkbox"/>

Date:	FEB 28 2018
Job No:	1810
Job No:	5040
GL Acct. No.:	
Material	Subcontractor
Rental	Other

Sales Tax (7.0%)	\$62.15
-------------------------	---------

Total	\$1,729.95
Payments/Credits	\$0.00
Balance Due	\$1,729.95

Phone #	Fax #	E-mail	Web Site
954-612-7666	954-759-9186	AR@motplans.com	www.motplans.com



Marty Reich <mreich@pinellas-park.com>

Emergency Repair Deep 8" Sanitary Gravity Main Bored Through @ West Street & 122nd Avenue

1 message

Marty Reich <mreich@pinellas-park.com>
To: Marty Reich <MReich@pinellas-park.com>

Thu, Feb 1, 2018 at 1:28 PM

Gary Moskaluk 1:03 PM (21 minutes ago)

to Sonny, Matthew, Debbie, Douglas, me, Bart

Good afternoon Marty,

I will declare an emergency condition exists and the sewer line is a health and safety issue that needs to be resolved ASAP. Please take the appropriate steps to resolve this situation and prepare the agenda item for the next possible council meeting.

If I can be of any further assistance, please advise.



Marty Reich <mreich@pinellas-park.com> 12:19 PM (1 hour ago)

to Gary, Bart, Will, Dave, Ryan, Robert, Nancey

Good morning Gary,

There are conditions at West Street and 122nd Avenue which qualify for potential risks to health and safety. A contractor, Diversified Underground Services, working for Frontier bored through the 8" sewer main at an approximate 18 ft. depth. The estimated cost for this repair could be \$125,000.

Rowland Inc. has agreed to provide an immediate response for emergency repairs. It is expected the repairs will take up to a week. Attached you will find Clearwater's Emergency Contract with Rowland Inc.

If you have any questions or further concern, feel free to contact this office.

Best regards

Marty Reich
City of Pinellas Park
Utilities Director
Phone #727-369-5622
Cell #727-214-7843
mreich@pinellas-park.com



City of Pinellas Park

Staff Report

File #: 18-357, Version: 1

Agenda Date: 2/8/2018

AUTHORIZATION FOR EMERGENCY REPAIRS AT 122ND AVENUE AND WEST STREET- Rowland, Inc.

NOTE: An 8" gravity sewer main located at the NW corner of 122nd Avenue and West Street is in need of immediate repairs. Rowland, Inc. has been approved to perform emergency repairs by the attached memorandum dated February 1, 2018. The cost of repairs is currently undetermined. The initial estimated cost for repair is approximately \$125,000.00 that shall be charged to account 301381562538 reference project #18381/560; of which could be reimbursable in the future by Diversified Underground Services/Frontier Communications.

ACTION: (Approve - Deny) Authorization for emergency repairs at the NW corner of 122nd Avenue and West Street to Rowland, Inc. for an undetermined amount to be charged to the appropriate account.



City of Pinellas Park

Staff Report

File #: 18-401, **Version:** 1

Agenda Date: 3/22/2018

AUTHORIZATION FOR THE MAYOR TO SIGN A COMMUNITY DEVELOPMENT BLOCK GRANT SPECIFIC PERFORMANCE AGREEMENT WITH PINELLAS COUNTY - (Agreement NO. CD17PPK)

NOTE: Pinellas County has awarded to the City a Community Development Block Grant (CDBG) of \$100,000.00 to make improvements to the pond parcel (33-30-16-00000-120-0300) located at 50th Street North and 68th Avenue North. These proposed improvements consist of installing sidewalk, ADA ramps, paved parking, street lighting, benches, landscape beds, irrigation system, removing dead and diseased palm trees, and making fence modifications.

ACTION: (Approve - Deny) Authorization for the Mayor to sign the Pinellas County Community Development Block Grant Specific Performance Agreement.

**COMMUNITY DEVELOPMENT BLOCK GRANT
SPECIFIC PERFORMANCE AGREEMENT**

This COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD (AGREEMENT), is made and entered into this ____ day of _____, 20____, by and between **Pinellas County** (hereinafter **COUNTY**), a political subdivision of the State of Florida, having its principal office at 315 Court Street, Clearwater, Florida 33756 and **City of Pinellas Park** (hereinafter **CITY**), a Florida municipality, having its principal office at 6051-78th Avenue, Pinellas Park, Florida 33781.

WHEREAS, the **COUNTY'S** long term community development goal is to develop livable communities by providing decent housing, a suitable living environment and expanded economic opportunities, principally for persons of low and moderate income, and to aid in the prevention and elimination of slums and blight; and

WHEREAS, the **COUNTY'S** 2017-2018 Community Development Annual Action Plan (Action Plan) includes Community Development Block Grant (CDBG) funds from the Department of Housing and Urban Development (HUD) under Title 1 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.) to provide housing, public services, community development and other assistance to eligible beneficiaries; and

WHEREAS, the 2017-2018 Action Plan certifies the **COUNTY'S** compliance with Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME), and Emergency Solutions Grant (ESG) regulations and specifies projects to be funded under those grants; and

WHEREAS, the Board of County Commissioners, in Resolution 17-37 , approved the 2017-2018 Action Plan; and

WHEREAS, HUD has approved the **COUNTY'S** Action Plan and use of the funds for the activities identified in the Action Plan; and

WHEREAS, as a result of the submission and approval of the **COUNTY'S** Action Plan, **COUNTY** and HUD has entered into a Funding Approval/Agreement (AGREEMENT); and

WHEREAS, the **CITY** has requested funding for infrastructure improvements, hereinafter referred to as the City of Pinellas Park Orchid Lake Infrastructure Project; and

WHEREAS, this is an eligible project and meets the criteria of a National Objective under the CDBG regulations at 24 C.F.R. Part 570.201 and 24 C.F.R. Part 570.208; and

WHEREAS, the City of Pinellas Park Orchid Lake Infrastructure Project was approved as a project in the Action Plan; and

WHEREAS, the **COUNTY** will serve as a pass-through entity for **CITY** to receive CDBG funding for the project; and

WHEREAS, under the CDBG Grant and other applicable Federal law, it is required that the **COUNTY** and the **CITY** enter into a written subrecipient AGREEMENT for the implementation of this activity; and

WHEREAS, Pinellas County Planning Department (DEPARTMENT) administers the CDBG program on behalf of the **COUNTY**.

NOW, THEREFORE, in consideration of the mutual performance of the promises and covenants contained herein, **COUNTY** and **CITY** agree as follows:

1. PROJECT DESCRIPTION

- a) **CITY** shall contract for infrastructure improvements to construct and install ADA ramps, sidewalks, designated asphalt parking spaces and pond perimeter beautification including landscaping, fencing and the installation of park benches in the area located around a Pinellas County owned retention pond, between 68th and 70th Avenues and west of 49th Street to 50th Streets in the City of Pinellas Park , as a part of the **CITY's** Orchid Lake Infrastructure Project within the Pinellas Park Community Redevelopment Area (CRA); hereinafter referred to as "Project."
- b) Prior to Project commencement, **CITY** shall execute required Right-of-Way Utilization Permits and Maintenance Agreements with **COUNTY**.
- c) The Project will provide improved safety and quality of life of approximately 19,781 residents within the **CITY's** CRA during the term of this AGREEMENT.
- d) **CITY** agrees that any equipment purchases to be reimbursed under this AGREEMENT shall be approved in advance by **COUNTY**, if expense is estimated to be \$500 or more. **CITY** agrees that it is **CITY'S** responsibility to notify **COUNTY** and provide two bids with notice of said items. Any said purchases made without prior **COUNTY** approval shall not be eligible for reimbursement.

2. MONITORING

COUNTY shall have the right to monitor the **CITY** to ensure funding provided by this AGREEMENT is used for authorized purposes, and that performance goals are achieved by evaluating performance against goals and standards as stated above.

Depending on the **COUNTY'S** assessment of risk of performance by **CITY**, additional requirements may be imposed on the **CITY**, including training, technical assistance, desk-top and on-site reviews.

Substandard performance as determined by the **COUNTY** will constitute noncompliance with this AGREEMENT.

3. TERM OF AGREEMENT; EFFECTIVE DATE

This AGREEMENT shall become valid and binding upon proper execution by the parties hereto. This AGREEMENT is effective on **October 1, 2017**, and unless terminated pursuant to the terms herein, shall continue in full force and effect until **December 31, 2018**, or until **COUNTY'S** full and complete disbursement of funding to **CITY**, whichever comes first. **CITY** may use the funds provided herein to cover eligible Project expenses incurred by the **CITY** between **October 1, 2017** and **December 31, 2018**.

4. FUNDING

- a) **COUNTY**, through DEPARTMENT, shall pay **CITY** a maximum of **\$100,000.00 (One Hundred Thousand and NO/100 Dollars)** in CDBG funding for the Project described in Section 1 ("Project Description") of this AGREEMENT.
- b) If **CITY** receives notification from a third-party funding source of an offer for additional funding to complete the Project, **CITY** shall notify **COUNTY** in writing within thirty (30) days of receiving notification, and submit a cost allocation plan for approval by **COUNTY** within forty-five (45) days of said notification. Should **CITY** collect any third-party payments for eligible activities for which **COUNTY** has reimbursed **CITY**, **CITY** shall reimburse **COUNTY** up to the total amount reimbursed by **COUNTY**.
- c) **COUNTY** shall pay **CITY**, on a reimbursement basis only, for all allowable agreed upon expenses to complete the Project. Reimbursement will be provided only for costs that can be documented as being directly related to the Project.
- d) **CITY** shall carry out the Project under this AGREEMENT in accordance with the following:
 - i. **CITY** shall prepare, or cause to be prepared on its behalf, written plans and specifications for the Project. Said plans and specifications shall be reviewed and approved by the DEPARTMENT prior to **CITY** soliciting bids for the work. Said Project shall be covered by a 100% payment and performance bond provided by the contractor.
 - ii. **CITY** shall provide construction services through an acceptable competitive process for any site improvements described in Section 1 (Project Description). Said construction contract shall be submitted to DEPARTMENT with a request for approval to accept the contract as reasonable and acceptable.
 - iii. **CITY** shall have a preconstruction conference, with a DEPARTMENT representative in attendance, with the general contractor and all primary subcontractors.
 - iv. **CITY** shall ensure that the construction contractor has the appropriate license(s) to do the intended work and that necessary construction permit(s) are obtained.
 - v. The Project Description outlined above shall not be altered without written approval of the **COUNTY** through DEPARTMENT.

- e) **CITY** acknowledges that the entire Project is subject to Davis Bacon and related Acts and agrees to take necessary actions to enforce, or assist in enforcing, applicable regulations, including obtaining DEPARTMENT Davis Bacon Contract Administrator's approval prior to disbursing all the Project's construction payments to contractors.
- f) **CITY** shall submit supporting documentation with each request for reimbursement of actual costs incurred by **CITY** in carrying out the Project as described in Project Description. All requests must be approved by **COUNTY**, through the DEPARTMENT, prior to payment. A "Request for Reimbursement" form will be provided to **CITY** by the DEPARTMENT.
- g) Upon receipt and acceptance of a complete reimbursement request, **COUNTY** shall pay **CITY** in accordance with 2 C.F.R. 200.305(b) (3) (Payment).
- h) Should **CITY** fail to submit adequate supporting documentation with each request for payment as required by **COUNTY**, the **COUNTY** may disapprove the request.
- i) It is understood that this AGREEMENT is funded in whole or in part with CDBG funds provided to **COUNTY** by HUD and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the **COUNTY** may prescribe.
- j) **CITY** agrees that in the event that any grant is reduced or withheld by HUD, **COUNTY** shall not be liable for payment of Project expenses remaining unfunded by said reduced or withheld amount of the grant, with the exception of services or activities contracted by the **CITY**, prior to notification by HUD to **COUNTY** of grant reduction or grant funding withheld.

In the event that HUD determines that **CITY** has not fulfilled its obligations in accordance with the requirements applicable to the grant and/or requests reimbursement of expenses paid under this AGREEMENT, **CITY** shall provide said reimbursement from non-federal sources within ten (10) days of said notice from **COUNTY**.

- k) **CITY** shall ensure recognition of the role of the **COUNTY** in providing funding through this AGREEMENT. Where possible, all media, press releases, publications and temporary construction signage, if applicable, utilized pursuant to this AGREEMENT shall be prominently labeled as to the funding source.
- l) **CITY** shall comply with all other requirements in **Attachment A**, Financial and Administrative Requirements, and **Attachment B**, Employment and Personnel Requirements, adopted and incorporated herein.

(REMAINDER OF PAGE INTENTIONALLY BLANK)

- 5. SPECIFIC GRANT INFORMATION:** 2 C.F.R. Part 200.331(a) (1) (Federal Award Identification) requires that certain specific information about the Grant be included in this AGREEMENT. Such information, consistent with the accordant subsections under 2 C.F.R. Part 200.331(a) (1), follows:

(a)	Subgrantee's Name	City of Pinellas Park
(b)	Subgrantee's DUNS Number	092985225
(c)	Federal Award Identification Number (FAIN)	B-17-UC-12-0005
(d)	Federal Award Date	October 19, 2017
(e)	Subaward Period of Performance Start and End Date	October 1, 2017-December 31, 2018
(f)	Amount of Federal Funds Obligated by this Action ("by the pass-through entity to the subgrantee")	\$100,000.00
(g)	Total Amount of Federal Funds Obligated to Subgrantee ("by the pass-through entity including the current obligation")	\$100,000.00
(h)	Total Amount of the Federal Award ("committed to the subgrantee by the pass-through entity.")	\$100,000.00
(i)	Federal Award Project Description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	City shall contract for Orchid Lake infrastructure project to install sidewalks, ADA ramps, and asphalt parking and pond beautification including park benches, fencing and landscaping improvements.
(j)	Name of Federal Awarding Agency	U. S. Department of Housing and Urban Development (HUD)
(k)	Pass-Through Entity, GRANTEE	Pinellas County
(l)	Contact Information for Awarding Official, GRANTEE	Bruce Bussey, Community Development Division Manager, 310 Court Street Clearwater, Florida 33756 - Phone: 727-464-8257
(m)	CFDA Number and Name	14.218 Community Development Block Grant/Entitlement Grants
(n)	Amount Made Available Under Each Federal Award	\$2,489,866.00
(o)	Identification of Whether the Award is R&D	Award not for R&D
(p)	Indirect Cost Rate for the Federal Award (including if the de minimis rate is charged)	N/A

6. USE AND REVERSION OF ASSETS

- a) Although no program income, as defined by 24 C.F.R. Part 570.500(a), is anticipated as a result of this Project, any such income received by **CITY** is to be returned to **COUNTY** within thirty (30) days of receipt of such funds. Upon completion of the Project, **CITY** shall transfer to **COUNTY** any grant funds on hand and any accounts receivable attributable to the use of those funds.

7. DEFAULT

The **CITY** will be in default of this AGREEMENT, if **CITY** materially fails to perform under this agreement, including but not limited to:

- a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, or HUD guidelines, policies or directives as may become applicable at any time;
- b) Failure, for any reason, of the **CITY** to fulfill in a timely and proper manner its obligations under this AGREEMENT;
- c) Ineffective or improper use of funds provided under this AGREEMENT; or
- d) Submission by the **CITY** to **COUNTY** of reports that are incorrect or incomplete in any material respect.

In the event of a default by **CITY**, **COUNTY** may impose additional conditions, including requiring additional information from **CITY** to determine reasons for, or extent of, noncompliance or lack of performance, withhold authority to proceed to the next phase, require additional project monitoring, require the **CITY** to obtain technical or management assistance. **COUNTY** may also give **CITY** a reasonable opportunity to cure the default; reasonableness shall be determined by **COUNTY** and shall be based upon the nature and extent of the default.

8. REMEDIES

In the event of a default, **COUNTY** shall be entitled, in addition to all other remedies provided in law or equity:

- a) To compel specific performance by **CITY** of its obligations under this AGREEMENT;
- b) In accordance with 2 C.F.R. Part 200.338, if **COUNTY** determines in its sole discretion that non-compliance or non-performance of the terms of the Agreement cannot be remedied by the imposition of additional conditions, or if **COUNTY** determines that an opportunity to cure the default is unwarranted or will likely be ineffective, **COUNTY** may take one or more of the following actions upon seven (7) calendar days' notice in writing to **CITY**:
 - i. Temporarily withhold reimbursement requests pending correction of the identified deficiency;

- ii. Disallow use of funds and any applicable matching credit for all, or a part of the cost of the activity or action not in compliance;
- iii. Initiate suspension or debarment proceedings;
- iv. Withhold further Federal awards for the project or program;
- v. Wholly or partly suspend or terminate the AGREEMENT; or
- vi. Take any other legal or equitable action available.

Per 2 C.F.R. Part 200.341, **CITY** will be entitled to hearings, appeals or other administrative proceedings to which **CITY** is entitled under any statute or regulation applicable to the action involved.

9. TERMINATION

Termination for cause. This AGREEMENT may be terminated by **COUNTY** for cause in accordance with Section 8 herein (Remedies).

Termination for convenience. This AGREEMENT may be terminated by **COUNTY** or **CITY**, in whole or in part, upon sixty (60) days written notice by the terminating party, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination initiated by **CITY**, the **COUNTY** determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the **COUNTY** may terminate the award in its entirety. When applicable, the **COUNTY** will follow requirements per 2 C.F.R. Part 200.339 for reporting termination of AGREEMENT to the OMB-designated integrity and performance system, System for Award Management (SAM) database.

Closeout. Upon termination in whole or in part, the parties hereto remain responsible for compliance with the requirements in 2 C.F.R. Part 200.343 (Closeout) and 2 C.F.R. Part 200.344 (Post-closeout adjustments and continuing responsibilities).

Effects of Termination. Costs to the **CITY** resulting from obligations incurred by the **CITY**, or during a suspension after termination of the AGREEMENT are not allowable unless the **COUNTY** otherwise expressly authorizes **CITY** in the notice of suspension or termination. Costs to the **CITY** during suspension or after termination are allowable if resulting from obligations which were properly incurred before the effective date of suspension or termination, or if the costs would be allowable if the AGREEMENT was not suspended or expired normally at the end of the AGREEMENT in which the termination takes effect.

10. HOLD HARMLESS

The **COUNTY** and **CITY** agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, to the extent permitted by Section 768.28 Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by either **COUNTY** or **CITY**. Nothing herein shall be construed as consent by **COUNTY** or **CITY** to be sued by third parties in any manner arising out of this AGREEMENT.

11. NOTICES; AGREEMENT REPRESENTATIVES

- a) Notices required by this AGREEMENT shall be in writing and delivered via mail (postage required), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notices delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other communications under this AGREEMENT shall be addressed to the individuals in the capacities indicated below, unless otherwise identified in this AGREEMENT or modified by subsequent written notice.
- b) Project shall be conducted and administered under the direction of **CITY** representative. Unless otherwise specified herein or necessary, **CITY** representative shall coordinate Project implementation with **COUNTY** representative (Project Manager). Further, unless otherwise stipulated herein or necessary, all notices, invoices, payments, reports, and other written communications shall be conducted and exchanged between the representatives for **CITY** and **COUNTY**, the contact information for whom follows:

COUNTY REPRESENTATIVE:

Rose Ott, Project Manager
Pinellas County Planning Department
310 Court Street
Clearwater, Florida 33756
Telephone: 727-464-8281
Fax: 727-464-8201
Email: rott@pinellascounty.org

CITY REPRESENTATIVE:

Sandra L. Bradbury, Mayor
City of Pinellas Park
6051-78th Avenue
Pinellas Park, Florida 33781
Telephone: 727-369-5614 (Tammy Hillier)
Fax: 727-369-5838
Email: thillier@pinellas-park.com

12. MODIFICATIONS

- a) **COUNTY** or **CITY** may amend this AGREEMENT at any time to conform with Federal, state or local governmental guidelines and policies, or for other reasons provided that such amendments make specific reference to this AGREEMENT, and are executed in writing, signed by a duly authorized representative of **COUNTY** and **CITY**, and approved by the **COUNTY'S** governing body. Such amendments will not invalidate this AGREEMENT, nor relieve or release the **COUNTY** or **CITY** from its obligations under this AGREEMENT.
- b) Modifications to this AGREEMENT that do not result in an increase of funding, change the purpose or project description of this AGREEMENT, or otherwise amend the terms of this AGREEMENT shall be submitted in the format prescribed and provided by the **COUNTY** in **Attachment C**, Modification Form.

13. ASSIGNABILITY

CITY shall not assign any interest in this AGREEMENT or otherwise transfer interest in this AGREEMENT without the prior written approval of **COUNTY**. All requirements of this AGREEMENT shall be applicable to any subcontracts entered into under this AGREEMENT and it shall be **CITY'S** responsibility to ensure that all requirements are included in said subcontracts and all subcontractors abide by said requirements.

CITY shall not pledge, mortgage this grant award, or any interest therein or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the written approval of the **COUNTY**.

14. GOVERNING LAW

CITY agrees to comply with the following Federal laws incorporated herein by reference as though set forth in full, which shall govern this AGREEMENT except as otherwise provided herein:

- a) Title 1 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.);
- b) Terms and conditions of the government grants under Title IX, Subchapter C, Part I of the Omnibus Budget Reconciliation Act of 1993 (26 U.S.C. 1391, et seq.);
- c) Title 24 of the Code of Federal regulations, 570 (HUD regulations concerning CDBG);
- d) The "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," codified at 2 C.F.R. Part 200; and
- e) Any and all laws, statutes, ordinances, rules, regulations or requirements of the Federal, State or local governments, and any agencies thereof, which relate to or in any manner affect the performance of this AGREEMENT.

Further, **CITY** agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing **CITY**'s organization and governing the Award provided under this AGREEMENT. **Attachment D**, Federal Program Requirements, provides a partial overview of federal requirements as they relate to the Award. **CITY** further agrees to utilize funds available under this AGREEMENT to supplement rather than supplant funds otherwise available. This AGREEMENT incorporates all terms and conditions of the Grant and are hereby imposed upon **CITY**. Moreover, those rights reserved by HUD in the Grant are hereby reserved by the **COUNTY** to the extent permitted by law.

The laws of the State of Florida shall otherwise govern this AGREEMENT.

15. RELATIONSHIP OF THE PARTIES

Nothing contained in this AGREEMENT is intended to, or will be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. **CITY** will at all times remain an independent entity with respect to performance of the Project. **COUNTY** will be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the **CITY** is an independent entity.

16. PERFORMANCE WAIVER

COUNTY'S failure to act with respect to a breach by **CITY** does not waive its right to act with respect to subsequent or similar breaches. The failure of the **COUNTY** to exercise or enforce any right or provision will not constitute a waiver of such right or provision. A waiver by one party of the other party's performance shall not constitute a waiver of any subsequent performance required by such other party. No waiver shall be valid unless it is in writing and signed by authorized representatives of both parties.

17. SEVERABILITY

If any provision of this AGREEMENT is held invalid, the remainder of this AGREEMENT will not be affected thereby and all other parts of this AGREEMENT will nevertheless be in full force and effect.

18. ENTIRE AGREEMENT

This AGREEMENT constitutes the entire AGREEMENT between **COUNTY** and **CITY** for the use of funds received under this AGREEMENT and it supersedes all prior communications and proposals, whether electronic, oral, or written between **COUNTY** and **CITY** with respect to this AGREEMENT.

COUNTY and **CITY** may execute this AGREEMENT in counterparts, each of which is deemed an original and all of which constitute only one AGREEMENT.

(REMAINDER OF PAGE INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed, the day and year first above written.

Note: Two witnesses are required

ATTEST:

Witness #1 Signature

Print or Type Name

Witness #2 Signature

Print or Type Name

PINELLAS COUNTY, FLORIDA

a political subdivision, by and through its
County Administrator

By: _____
Mark S. Woodard, County Administrator

Date: _____

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: Chelsea Hardy
Chelsea D. Hardy, Assistant County Attorney

ATTEST:

Witness #1 Signature

Print or Type Name

Witness #2 Signature

Print or Type Name

City of Pinellas Park
a Florida Municipality

By: _____
Name

Title

Date: _____

ATTACHMENT A – FINANCIAL AND ADMINISTRATIVE REQUIREMENTS

A1. FINANCIAL MANAGEMENT

- a) Accounting Standards. **CITY** agrees to comply with 2 C.F.R. Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- b) Cost Principles. **CITY** will administer its program in conformance with 2 C.F.R. Part 200. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.
- c) Duplication of Costs. **CITY** certifies that work to be performed under this AGREEMENT does not duplicate any work to be charged against any other contract, subcontract or other source.

A2. REQUIRED WRITTEN POLICIES, PROCEDURES

- a) **General.** CITY will provide the following written policies or procedures, or resolutions, in accordance with 2 C.F.R. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 24 C.F.R. 5.106:
 - i. Conflict of Interest Policy, in accordance with 2 C.F.R. 200.112 (Conflict of Interest), 2 C.F.R. 200.318(c) (General Procurement Standards)
 - ii. Cost Allowability Procedures for determining the allowability of costs in accordance with 2 C.F.R. 200.302(b) (7) (Financial Management) and 2 C.F.R. 200.403 (Factors Affecting Allowability of Costs)
 - iii. Cash Management/Payment Timing Procedures to implement the requirements of 2 C.F.R. 200.305 (Payment)
 - iv. Procurement/Purchasing Policy, in accordance with 2 C.F.R. 200.318(a) (General Procurement Standards), 2 C.F.R. 200.319(c) (d) (Competition), and 2 C.F.R. 200.320 (Methods of Procurement), 2 C.F.R. 200.323(a) (Contract Cost and Price), 2 C.F.R. 200.325 (Bonding Requirements)
 - v. Compensation, Fringe Benefits and Travel Costs, in accordance with 2 C.F.R. 200.430 (Compensation-Personal Services), 2 C.F.R. 200.431 (Compensation-Fringe Benefits), 2 C.F.R. 200.474 (Travel Costs)
 - vi. If applicable. Gender Identity Equal Access Operating Policy and Procedures, in accordance with 24 C.F.R. 5.106 (Equal Access in Accordance with the Individual's Gender Identity in Community Planning and Development Programs) If CITY is a manager or owner of temporary or emergency shelters or other buildings and facilities and providers of services.

A3. DOCUMENTATION AND RECORDKEEPING

- a) **Records to Be Maintained.** CITY will maintain all records required by the Federal regulations specified in CDBG is 24 C.F.R. Part 570.506 , 2 C.F.R. 200.302 (Financial Management) and 2 C.F.R. 200.333 (Records Retention) that are pertinent to the activities to be funded under this AGREEMENT. Such records include but are not limited to:
- i. Records providing a full description of each activity undertaken;
 - ii. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - iii. Records required to determine the eligibility of activities;
 - iv. Client data demonstrating client eligibility. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of benefit provided. CITY understands that protected personally identifiable information (PII) is private and, when not directly connected with the administration of this AGREEMENT, shall not be disclosed, unless written consent is obtained from such person receiving benefit and, in the case of a minor, that of a responsible parent/guardian;
 - v. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - vi. Records documenting compliance with the civil rights components of the CDBG program;
 - vii. Financial records as required by CDBG 24 C.F.R. Part 570.502, and 2 C.F.R. Part 200.333;
 - viii. Labor standards records required to document compliance with the Davis Bacon Act, the provisions of the Contract Work Hours and Safety Standards Act, and all other applicable Federal, State and Local laws and regulations applicable to CDBG-funded construction projects; and
 - ix. Other records necessary to document compliance with CDBG Subpart K of 24 C.F.R. Part 570.
- b) **Access to Records and Retention.** CITY shall at any time during normal business hours, and as often as COUNTY and/or the Federal Government may deem necessary, make available for examination all of CITY'S records, books, documents, papers, and data with respect to all matters covered by this AGREEMENT and shall permit COUNTY and/or its designated authorized representative to audit and examine the same for the purposes of making audit, examination, excerpts and transcriptions.

All records pertaining to this AGREEMENT shall be retained for a period of five years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report. Notwithstanding the above, if any litigation, claim, audit, negotiation or other action that involves any of the records cited and that has started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by state law.

c) **Audits and Inspection**

If **CITY** expends more than \$750,000 or more in a fiscal year in Federal awards from all sources, **CITY** shall have a single or program-specific audit conducted for that year in accordance with 2 C.F.R. Part 200.501 – Audit Requirements. The Catalog of Federal Domestic Assistance (CFDA) number is 14.228. Audit report shall be submitted to DEPARTMENT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period, unless **CITY** and the DEPARTMENT agree to a longer period in advance. **CITY** shall be responsible for the costs associated with this audit. **CITY** shall submit any additional documentation requested by **COUNTY** to substantiate compliance to this provision if necessary. In the event the **CITY** expends less than the threshold established by 2 C.F.R. Part 200.501, the **CITY** is exempt from Federal audit requirements for that fiscal year, however, the **CITY** must provide a Single Audit exemption statement to the **COUNTY** no later than three months after the end of the **CITY'S** fiscal year for each applicable audit year. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this AGREEMENT, **CITY** shall be held liable for reimbursement to **COUNTY** of all funds not expended in accordance with these applicable regulations and AGREEMENT provisions within thirty (30) days after **COUNTY** has notified **CITY** of such non-compliance.

The **CITY** is responsible for follow-up and corrective action on all audit findings pursuant to 2 C.F.R. Part 200.511 (Audit Findings Follow Up) and 2 C.F.R. Part 200.512 (Report Submission). Failure of **CITY** to comply with the above audit requirements will constitute a violation of this AGREEMENT and may result in the withholding of future payments.

A4. REPORTING

- a) General. **CITY** shall provide to DEPARTMENT its Data Universal Numbering System (DUNS) Number and must register and maintain the currency of information in the System for Award Management (SAM) database, so that Grantee complies with the requirements established by the Federal Office of Management and Budget concerning the DUNS, SAM and Federal Funding Accountability and Transparency Act (FFATA), as required in 2 C.F.R. Part 25 and 2 C.F.R. Part 170. **CITY** will also comply with the Digital Accountability and Transparency Act (DATA Act) of 2014, as set forth in Appendix A to Part 25-Award Term.
- b) Program Income. Although no program income, as defined by 24 C.F.R. Part 570.500(a), is anticipated as a result of this Project, any such income received by **CITY** is to be returned to **COUNTY** within thirty (30) calendar days of receipt of such funds. Such income may include income from service fees, sale of commodities, and rental or usage fees. Upon expiration, cancellation or termination of this AGREEMENT, **CITY** shall transfer to **COUNTY** any grant funds on hand and any accounts receivable attributable to the use of those funds.
- c) Periodic Reports. Quarterly, **CITY** shall submit performance reports to DEPARTMENT which summarizes information on all clients/users of the Project and/or information as necessary to quantify the results. A reporting form is included and made a part of the AGREEMENT as **Attachment E**, Performance Reports.

Quarterly reports are due 30 days following the end of the first four quarters of the AGREEMENT: January 30th, April 30th, July 30th and September 30th. The final fourth quarter report is due either with the final payment request in December 2018, or no later than seven business days after December 31st if final payment has already been requested.

A5. ENVIRONMENTAL

CITY shall not assume **COUNTY'S** environmental responsibilities described at Sec.570.604; and **CITY** shall not assume **COUNTY'S** responsibility for initiating the review process under the provisions of 24 CFR Part 52. However, **CITY** agrees that it shall supply **COUNTY** with all available, relevant information necessary for the **COUNTY** to perform any required environmental review pursuant to HUD regulations at 24 CFR Part 58, as amended, for each property to be acquired, rehabilitated, converted, leased, repaired or constructed with the CDBG Award; it shall carry out mitigating measures required by the **COUNTY** or select alternate eligible property; and it shall not acquire, rehabilitate, convert, lease, repair or construct property, or commit HUD or local funds to such program activities with respect to any such property, until it has received notice from the **COUNTY** that the environmental review is complete.

A6. ENVIRONMENTAL CONDITIONS AND HISTORIAL REVIEW

- a) Air and Water. The **CITY** agrees to comply with the following requirements insofar as they apply to the performance of this Agreement: Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- b) Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the **CITY** shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- c) Lead-Based Paint. The **CITY** agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending

on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

- d) Historic Preservation. The **CITY** agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

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ATTACHMENT B – EMPLOYMENT AND PERSONNEL REQUIREMENTS

B1. ANTIDISCRIMINATION REQUIREMENTS

- a) Applicable Laws. **CITY** shall comply with all federal, state, and local antidiscrimination laws during the term of this AGREEMENT. Specifically, **CITY** shall not discriminate against nor exclude any employee or applicant for employment because of race, color, religion, sex, gender, sexual orientation, age, familial status, pregnancy, handicap, and national origin, AIDS or HIV. Upon receipt of evidence of such discrimination, **COUNTY** shall have the right to terminate this AGREEMENT. **CITY** shall take the necessary steps to ensure that applicants for employment and employees are treated without regard to such discriminatory classifications. When expending the Award, **CITY** shall, within the eligible population, comply with the following nondiscrimination requirements:
 - i. **Equal Opportunity.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and implementing regulations in 24 C.F.R. Part 1, together with section 109 of the Act (CDBG 24 C.F.R. Part 570.602) which prohibit discrimination in any program or activity funded in whole or in part with funds made available under this AGREEMENT.
 - ii. **Anti-Discrimination.** Pinellas County Ordinance, Chapter 70 – Human Relations, Article II – Discrimination, which prohibits discrimination in the areas of employment, government programs, and housing and public accommodations on the basis of race, color, religion, national origin, familial status, sex (including gender identity and gender expression), sexual orientation, and disability within the legal boundaries of Pinellas County, Florida, including all unincorporated and incorporated areas.
 - iii. **Equal Employment Opportunity.** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. Part 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
 - iv. **Minority and Women's Business Enterprises.** The requirements of Executive Orders 11625, 12432, 12138, 2 C.F.R. 200.321, and 24 C.F.R. Part 85.36(e) applies to grants under this part. Consistent with HUD's responsibilities under these Orders and with **COUNTY'S** Ordinance No. 26.5 Part 2, **CITY** must make efforts to encourage the use of minority and women's business enterprises in connection with funded activities.
 - v. **Section 3.** The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) is to ensure that employment and other economic opportunities generated by HUD financial assistance (greater than \$100,000) shall, to the greatest extent feasible, and

consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Compliance with the provisions of Section 3 shall be a condition of the Federal financial assistance provided under this contract and binding upon **COUNTY'S**, **CITY** and any of **CITY'S** subcontractors. Failure to fulfill these requirements shall subject **CITY** and any of **CITY'S** subcontractors, their successors and assigns, to those sanctions specified by the AGREEMENT through which Federal assistance is provided. **CITY** certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

CITY will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

CITY further agrees to comply with these Section 3 requirements to include the following language in all subcontracts executed under this AGREEMENT: *"The work to be performed under this AGREEMENT is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."*

CITY further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within Pinellas County; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

- vi. **Age Discrimination Act of 1975, as Amended.** No person will be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et. seq.)
 - vii. **Section 504 of the Rehabilitation Act of 1973, as Amended.** No otherwise qualified individual will, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. 794)
 - viii. **Public Law 101-336, Americans with Disabilities Act of 1990.** Subject to the provisions of this title, no qualified individual with a disability will, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.
- b) Posting Requirement. **CITY** shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this non-discrimination clause.

B2. GENDER IDENTITY

CITY, if a manager or owner of temporary or emergency shelters, shall comply with the terms and conditions set forth in 24 C.F.R. 5.105(a) (2) and 24 C.F.R. 5.106: equal access to accommodations, placement and services shall be provided in accordance with the individual's gender identity, and individuals will not be subjected to intrusive questioning or asked to provide evidence of the individual's gender.

B3. CONFLICT OF INTEREST

No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this Section B2 (Conflict of Interest), a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the **COUNTY**, the **CITY**, or any designated public agency.

CITY agrees to abide by the provisions of 2 C.F.R. Part 200.318 and 24 C.F.R. Part 570.611, which includes maintaining a written code or standards of conduct that will govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

B4. DEBARMENT AND SUSPENSION

- a) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions. **CITY** acknowledges that this Grant is subject to 31 C.F.R. Part 19 (Government Debarment and Suspension (Nonprocurement)). **CITY** acknowledges it is not included in the Federal Government's Excluded parties List, accessible on www.sam.gov. If **CITY** ever is placed on such list, or becomes aware that it will be placed on such list, **CITY** shall notify **COUNTY** immediately.
 - i. **CITY** certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. Where **CITY** is unable to certify to any of the statements in this contract, **CITY** will attach an explanation to this contract.
 - iii. **CITY** further agrees by signing this contract that it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- b) Changes. **CITY** shall report all changes to systems utilized to carry out the Project, any conflicts of interest that occur during the period of performance, debarment and suspensions, and incidents of fraud, waste, and abuse.

B5. LOBBYING

CITY acknowledges AGREEMENT is subject to 31 USC Part 1352 (Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions) and 55 FR 6736, and 54 FR 52306. **CITY** certifies by signing this contract, to the best of his or her knowledge and belief that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any 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;
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c) It will require that the language of paragraph (d) of this Section 5B (Lobbying) be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

- d) Lobbying Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Attachment C



PINELLAS COUNTY PLANNING DEPARTMENT
COMMUNITY DEVELOPMENT DIVISION
440 COURT STREET, 2ND FLOOR, CLEARWATER, FL 33756
ATTENTION: MARCELLA FAUCETTE

AGREEMENT MODIFICATION REQUEST
For budget allocation, or contract language changes.
Submit three (3) originals.

Authorized Official:		Date of Request:	
Agency Name:		Effective Date:	
Address:		Modification Number:	
Budget Change:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Contract Name/ Number:	

A. REQUESTED MODIFICATION (reference appropriate agreement section) *why is this change needed and what will be impacted by this change?*

<i>Why change is needed, what will be impacted</i>
<i>Revised SPA Sections – New language</i>

B. BUDGET MODIFICATION: N/A

PROVIDER AGENCY:

PINELLAS COUNTY GOVERNMENT:

Authorized By:	Verified By:
	Carol R. Vincent, Director, Planning Department
Name/Title	Name/Title
Date:	Date:
BCC Approval Required: Yes <input type="checkbox"/> No <input type="checkbox"/>	Approved By County Attorney:
BCC Approval Date:	
	Name: Chelsea Hardy, Assistant County Attorney
Effective Date:	Date:

ATTACHMENT D

FEDERAL PROGRAM REQUIREMENTS

Requirements	Federal Regulations	Other References
1. Federal Labor Standards <ul style="list-style-type: none"> - Davis-Bacon - Copeland Act (Anti-kickback) - Contract Work Hours and Safety Standards 	24 CFR 570.603; 29 CFR Parts 1, 3, and 5	Section 110, Housing & Community Development Act of 1974 (HCDA); 40 U.S.C. 276a-276a-5; 40 U.S.C. 276c; 40 U.S.C. 327 <i>et seq.</i>
2. Equal Employment Opportunity	24 CFR 570.601-602, 24 CFR 570.067, 41 CFR 60	Executive Orders 11246 and 12086, 12 U.S.C. 1701u
3. List of Debarred or Ineligible Contractors	24 CFR 570.609, 24 CFR 24	
4. Non-Discrimination	24 CFR Part 8, 24 CFR 570.601, 24 CFR 570.602	Section 504 of Rehab. Act of 1973, Americans with Disabilities Act of 1990, Exec. Order 11063
5. Fire Safety Codes		Local
6. Building, Housing, and Zoning Codes; Housing Quality Standards	24 CFR 570.208(b)(1)(iv) and (b)(2)	Local
7. Lead-Based Paint	24 CFR 570.608, 24 CFR 35	42 U.S.C 4821 <i>et seq.</i>
8. Lump Sum Drawdowns	24 CFR 570.513	
9. Environmental/Historic Preservation/National Environmental Policy Act/Flood Insurance Requirements <ul style="list-style-type: none"> - Siting Near Airports and Coastal Barrier Resources - Fish and Wildlife Protection - Flood Plain - National Historic Preservation - Noise Abatement & Control - Wetlands - Air Quality - Coastal Zones - Endangered Species - Thermal/Explosive Hazards - Flood Insurance 	24 CFR 570.503(b)(5)(i) 24 CFR 570.604, 570.202, 24 CFR 58 Ref. At 24 CFR 58.6 See reference at 24.CFR 58.5570.605, 58.6	Sec. 104(g), HCDA 42 U.S.C 4001 <i>et seq.</i>
10. Relocation, Real Property Acquisition, and One-For-One Housing Replacement <ul style="list-style-type: none"> - Uniform Relocation Act - Residential anti-displacement and relocation assistance - One-for-One Replacement 	24 CFR 570.201(i), 570.606, 49 CFR 24, 24 CFR 570.606(c)(1)	Sect. 104(d) and 105(a)(11)of HCDA, www.hud.gov/relocation
11. Definition of Computation of Units of Services	24 CFR 570.503(b)(1)	IDIS instructions
12. Section 108 Loan Guarantees	24 CFR 570.700-570.709	Sec. 108 of HCDA
13. Applicable Credits		A-87

Attachment E



Community Development Division
Pinellas County Planning Department
440 Court Street, 2nd Floor
Clearwater, Florida 33756
Phone: 727-464-8210 Fax: 727-464-8254

2017-2018
CDBG ACTIVITY
PERFORMANCE REPORT
For Low/Moderate Benefit Activities
Collecting Income Data

Name of Agency: _____
Agency Address: _____
Name of Project: _____
Site Address: _____
Contract Number: _____ Date: _____

Collecting data needed to complete this report:

In order to complete this form, you will need to collect certain data for each family served (a single person is considered a one-person family). A family is defined as persons living in the same household who are related by blood, marriage or adoption. The data needed is:

- Total number of persons in the family (can be one person)
- Race/ethnicity of each family member (see number 4 on next page)
- Income of each family (total income of all family members)
- Whether the family is headed by a female

Maintain the above data in your files to document your report.

Completing the report:

When the activity is complete, fill out the following report and return to your project manager at Pinellas County Planning Department.

1. Approximate date which the grant funded portion of the activity began to assist persons:

2. End of reporting period (date): _____

3. Total number of persons served by this activity (all persons, not just low- and moderate-income). _____
4. Please tabulate race/ethnicity information collected on the number of persons served and report as follows:

Race	# Total	# Hispanic
White	_____	_____
Black/African American	_____	_____
Asian	_____	_____
American Indian/Alaskan Native	_____	_____
Native Hawaiian/Other Pacific Islander	_____	_____
American Indian/Alaskan Native <i>and</i> White	_____	_____
Asian <i>and</i> White	_____	_____
Black/African American <i>and</i> White	_____	_____
American Indian/Alaskan Native <i>and</i> Black/African American	_____	_____
Other Multi-Racial	_____	_____
TOTAL*	_____	_____

** In the # Total column, count total served for each race. Then of the number served in that race, indicate in the # Hispanic column, how many of the # Total were Hispanic. Total of # Total column should be the same number as that reported in # 3.*

5. Number of female-headed households served/assisted by the activity. _____

In completing the sections below, count all persons who are members of very low-, low-, moderate-income and non-low moderate-income families. The income of all family members and the size of the family are used to determine if the family members fall into these categories. Income chart available upon request.

6. Number of persons served/assisted by the activity that fall within the non-low moderate- income group, over 80%. _____
7. Number of persons served/assisted by the activity that fall within the moderate- income group, 51% - 80%.

8. Number of persons served/assisted by the activity that fall within the low- income group, 31% - 50%.

9. Number of persons served/assisted by the activity that fall within the very low income group, up to 30%.

Person completing report: _____

Title and phone number: _____

If there are any questions in completing this reporting form, please contact your project manager in the Community Development Division of the Planning Department at 464-8210. Thank you.

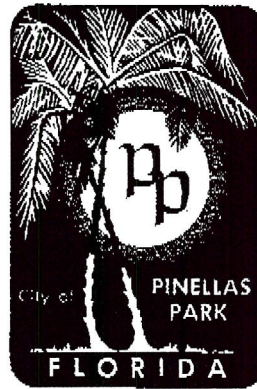
City of

PINELLAS PARK

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

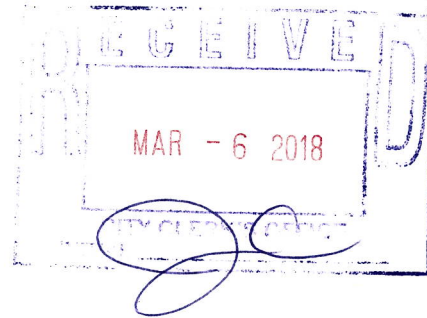
Please Respond To:

James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

**FLORIDA**

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March 5, 2018



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

RE: City Document #18-063
Block Grant Special Performance Agreement - Orchid Lake Neighborhood

Dear Ms. Hillier:

I have received and reviewed the above-referenced Community Development Block Grant Agreement between Pinellas County and the City to make improvements in the Orchid Lake Neighborhood. 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, Asst. City Manager

JWD/dh



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City of Pinellas Park

Staff Report

File #: 18-387, **Version:** 1

Agenda Date: 3/22/2018

2016-2017 COMMUNITY REDEVELOPMENT AGENCY ANNUAL REPORT

NOTE: The 2016-2017 Community Redevelopment Agency Annual Report is submitted to City Council by the Community Redevelopment Agency Board of Directors in accordance with F.S. 163.356(c).

ACTION: (Approve - Deny) 2016-2017 Community Redevelopment Agency Annual Report.

City of Pinellas Park Community Redevelopment Agency Annual Report 2016-2017



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COMMUNITY REDEVELOPMENT AGENCY MEMBERS

The five member Community Redevelopment Agency (CRA) is comprised solely of the elected officials of the City Council of the City of Pinellas Park. As the CRA, the City Council constitutes the head of a legal entity; separate, distinct and independent of the City Council. The members for Fiscal Year 2016-2017 were as follows:

Sandra L. Bradbury, Chair

Rick Butler, Vice Chair

Patricia Johnson, Member

Jerry Mullins, Member

W.E. "Ed" Taylor, Member

PLANNING AND ZONING COMMISSION MEMBERS

The City of Pinellas Park Planning and Zoning Commission serves the CRA in an advisory capacity. The Planning and Zoning Commission considers all transfer of development rights and conditional use applications, as well as mixed use site plans submitted by developers. Their commitment and dedication to the City, and to the CRA, has helped make the CRA a successful initiative for the City. The members of this Commission for the Fiscal Year 2016-2017 were as follows:

Dennis Shelley, Chair

William DeLong, Vice Chair

Louis Bommattei, Member

Raymond Long, Member

James Madden, Member

Brenda Braitling, Member

Keith Sabiel, Member

CRA REGISTERED AGENT

Debra Rose

Acting CRA Coordinator

5141 78th Avenue North

Pinellas Park, FL 33781

Office: 727-369-5801 Fax: 727-369-5785

drose@pinellas-park.com

CRA ATTORNEY AND CLERK

Legal Counsel provided by: James W. Denhardt, City Attorney

Clerk to the CRA: Diane M. Corna, MMC, City Clerk

MEETING TIME AND LOCATION

Meetings of the CRA are scheduled monthly and are held in the City Council Workshop Room on the second floor of City Hall, 5141 78th Avenue North.

THE 2018 PUBLIC HEARING SCHEDULE FOR THE PINELLAS PARK COMMUNITY REDEVELOPMENT AGENCY

MEETING LOCATION:

**City Council Workshop Room
City Hall, Second Floor
5141 78th Avenue North Pinellas Park**

Meetings to be held:

5:30 pm or immediately following City Council Workshop

JANUARY 23

FEBRUARY 20

MARCH 20

APRIL 24

MAY 22

JUNE 26

JULY 24

AUGUST 21

SEPTEMBER 25

OCTOBER 23

NOVEMBER 6

DECEMBER 11

INTRODUCTION

Section 163.356(3)(c) of the Florida Statutes requires Community Redevelopment Agencies to file with the governing body, on or before March 31 of each year, a report of its activities during the preceding year. Additionally, the Agency is required to file a complete financial statement setting forth its assets, liabilities, income, and operating expenses as of the end of the fiscal year. Once approved by the Community Redevelopment Agency, the Annual Report is forwarded to Pinellas County and the State of Florida, and filed with the City Clerk.

This report of activities is in addition to the annual independent financial audit of the Redevelopment Trust Fund as required by Section 163.387(8). The financial audit is conducted by an independent auditing firm, coordinated by the City's Finance Department, and forwarded to the required entities upon completion. It is not included in this document.

The purpose of this Annual Report is to satisfy the requirements of Section 163.356(3)(c) and to provide the public with information concerning the Community Redevelopment District and Agency, including: (1) the organization of the Community Redevelopment Agency and its members, (2) organization and membership of the Administration, (3) financial statement of investments, liabilities, income, and operating expenses, and (4) public and private capital improvement and promotional projects accomplished.

WHAT IS A CRA?

CRAs encourage economic development activities and redevelopment projects in slum and blighted areas. The Community Redevelopment Agency (CRA) is a public entity established by a city or county to implement the community redevelopment activities outlined under the Community Redevelopment Act (Chapter 163, Part III, Florida Statutes). The CRA is established by the local government and functions within that local government. The Community Redevelopment Act contains a detailed listing of the powers made available to cities, counties and the CRA, and outlines the process for creating a CRA. The major phases are:

- A city or county first adopts a Finding of Necessity, a field study that formally identifies blight conditions within the boundaries of a specific geographic area.
- Next, a Community Redevelopment Plan is developed and then adopted. The Plan should address the unique needs of the targeted area and

describe the overall goals of redevelopment, as well as specific programs and projects to achieve those goals.

- A Redevelopment Trust Fund is established, enabling the CRA to direct the future increase in real property tax revenue within the Community Redevelopment District to address the targeted area's needs (see Tax-Increment Financing Revenue (TIF), below).

The Community Redevelopment Agency oversees expenditures from the Redevelopment Trust Fund to accomplish the projects, programs, and goals set forth in the Community Redevelopment Plan. The specific types of activities that may be undertaken are outlined in the Community Redevelopment Act (Chapter 163, Part III, Florida Statutes). When carrying out community redevelopment initiatives, CRAs may, for example, acquire land; construct streets and utilities; carry out repair and rehabilitation programs; hold, improve, clean or prepare property for development; mortgage or pledge property; borrow money and invest funds; relocate owners or occupants; and sell property.

TAX-INCREMENT FINANCING REVENUE (TIF)

The primary funding source for a CRA comes from tax-increment financing. The Community Redevelopment Act allows for the creation of a Tax Increment Financing (TIF) District within a Community Redevelopment District (CRD). A powerful redevelopment tool, the CRA uses the growth in assessed property values (TIF funds) to reinvest within their boundaries.

- TIF revenue is determined by the formula as established in Chapter 163, Part III, F.S. A base value is established when the Property Appraiser reassesses the property values within the CRD. The Increment Value is the difference between the annual value and the base value.
- The TIF Contribution is captured in a trust fund to be spent within the District, as authorized by the CRA, on projects and programs identified in the Redevelopment Plan.
- TIFs are a significant redevelopment tool available to CRAs. The usual term for both a TIF and the CRD is thirty (30) years.
- TIF revenues can only be invested to benefit the CRD in which they are generated.

Tax increment funds are used for capital improvements within the Redevelopment District. Interest earned by the Fund and annual appropriations remain part of the CRA Trust Fund Balance.

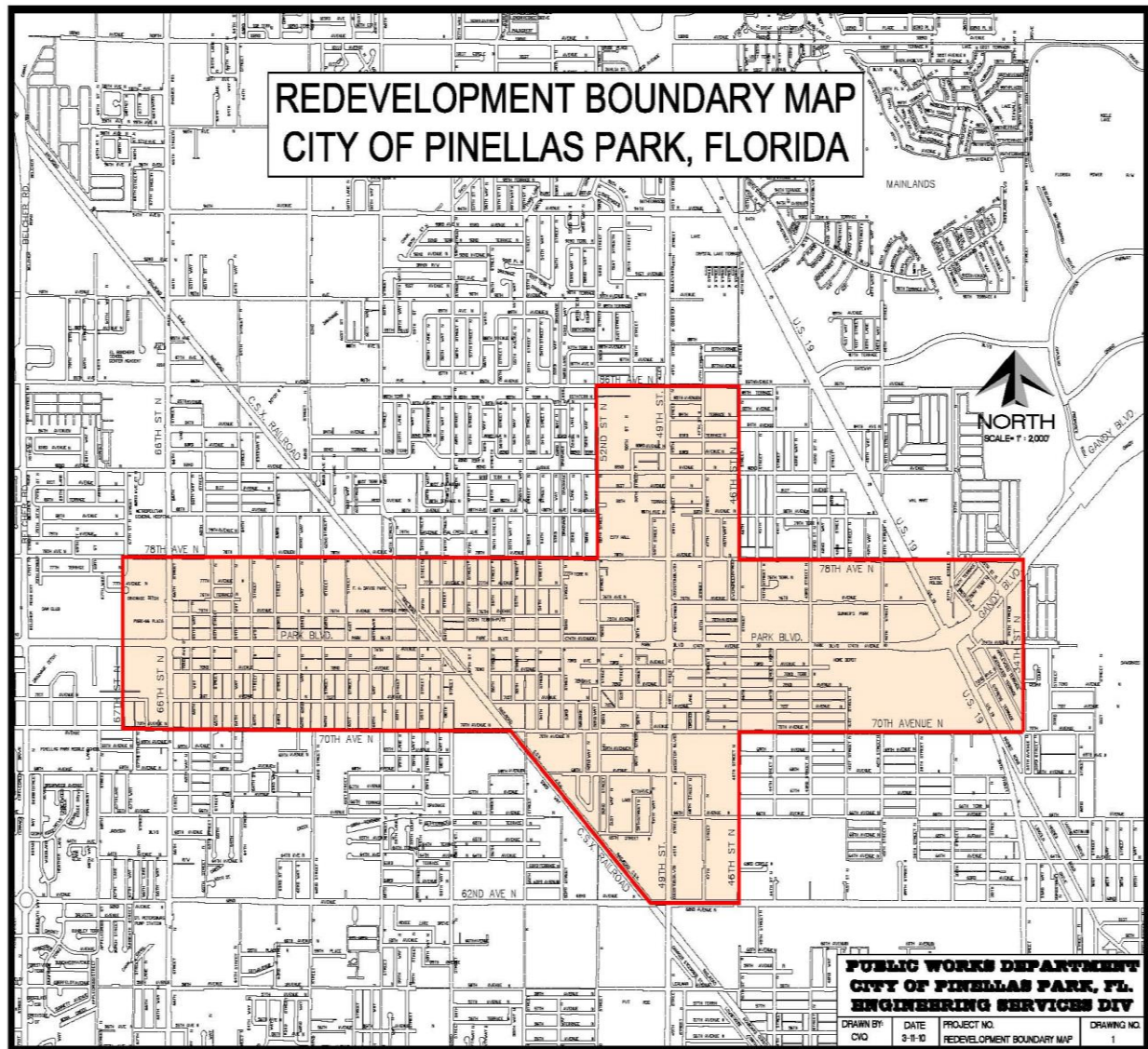
THE PINELLAS PARK COMMUNITY REDEVELOPMENT DISTRICT

The City of Pinellas Park, located in the geographic center of Pinellas County, Florida, is known as the “Heart of Pinellas.” Since its incorporation on October 15, 1914, Pinellas Park has grown from a small community of approximately 600 residents and hundreds of acres of farm land, to a major industrial and office employment center with more than 50,000 residents. The City’s central location provides convenient access to all modes of transportation, creating opportunities for businesses and residents not found elsewhere in Pinellas County.

In January of 1988, the City of Pinellas Park adopted Resolution 88-7 recognizing that specific conditions of slum and blight existed in the central core of the City. In November of 1988, the Pinellas County Board of County Commissioners adopted Resolution 88-469 that delegated power to the City of Pinellas Park to establish a Redevelopment District.

By Resolution No. 88-76, the City created the Pinellas Park Community Redevelopment Agency, the Pinellas Park Redevelopment District and the Tax Increment Finance District to provide an Agency with the power and financial resources to address the blighted conditions according to Florida Statutes, Chapter 163.340 (8)(A). The purpose of the Agency is to revitalize the physical environment and the economy of the Community Redevelopment Area. The CRA’s activities are designed to solve the underlying problems of slum and blighted conditions through planning, redevelopment, historic preservation and affordable housing so that the tax base can be protected and enhanced by these mutually supportive activities.

The City selected an area of their core downtown that needed revitalization and new investment. The Redevelopment District, established in 1988, encompasses approximately 1,339 acres of land extending generally along the east-west Park Boulevard corridor from 34th Street on the east to 67th Street on the west. The District generally includes the area between 78th and 70th Avenues to the north and south respectively. Along 49th Street, another major transportation corridor, the District extends further to the north and south, extending from 86th Avenue to 62nd Avenue. The boundaries of the District remain the same as originally adopted.



The Pinellas Park Community Redevelopment Plan was adopted by the City Council by Ordinance 2046 on August 16, 1990. The Redevelopment Plan sets out goals and objectives for the implementation of the plan, which in turn will lead to the revitalization of the area. Since its inception, the mission of the CRA is to support downtown business opportunities through a program of land assembly, marketing, financing, public improvements and private investments. The CRA encourages mixed-use developments with affordable housing components and job creation elements. The redevelopment district targets revitalization efforts to ensure well-planned, high-quality economic growth.

The CRA receives funds through tax increments from the City of Pinellas Park and Pinellas County, and actively seeks grant funds for capital improvements. By 1997, the cumulative taxable value within the District had fallen by about \$20,000,000.00. This resulted in zero Tax Increment Finance collections for the two previous years. The City appealed to the Board of County Commissioners to reset the base year of its Tax Increment Finance District from 1989 to 1997. On December 11th, 1997, the Pinellas Park City Council adopted Ordinance No. 2462. This ordinance repealed the City's previous TIF ordinance and replaced it with another which was the same in every respect except for the agreed upon change of the base year. The ordinance became effective on February 24th, 1998, when Pinellas County Ordinance No. 98-29 was approved by the Board of County Commissioners. The base year was re-set and a new Redevelopment Trust Fund was established. Unless an extension is approved by Pinellas County and the City, the TIF process will sunset in 2020.

The Community Redevelopment District today contains a mix of single and multifamily residential, specialty retail, restaurants, professional office, arts and a variety of entertainment uses. As of 2016, the City's population was 52,137. The population within the Pinellas Park CRD was 9,247, approximately 18 percent of the City's total population. A similar proportion of the City's housing units are located within the CRD, 49 percent of which were owner-occupied. According to Census data, 949 business operated within the CRD, employing 7,849 employees, with the largest percentage (21 percent) employed in retail sales.

CRA TRUST FUND REVENUES

During the 2016-2017 fiscal year (October 1, 2016 through September 30, 2017), the Pinellas Park CRD tax increment revenues continued to rise as a result of improved overall market conditions. TIF revenues rose from \$2,012,795 in 2015-2016 to \$2,310,486, an increase of nearly 15 percent.

The Pinellas County Property Appraiser's Office established the 2016 taxable value of real property within the boundaries of the CRD to be \$431,994,202. This figure was an increase of \$225,371,102 over the 1997 base year total taxable value of \$206,623,100, as well as a significant increase over last year's taxable value of \$401,322,664. The tax increment contributions were as follows:

<u>Entity</u>	<u>Tax Increment Amount</u>
City of Pinellas Park	\$ 1,167,671.00
Pinellas County	\$ 1,142,815.00
Total	\$ 2,310,486.00

Total TIF Revenue Generated in FY 2016/2017: \$2,310,486.00

The property taxes generated from the initial assessed taxable value goes directly to the City's General Fund. The Community Redevelopment Agency receives the amounts generated over the base year from both the City and Pinellas County.

CRA FUND ALLOCATIONS

An annual budget is adopted by the City of Pinellas Park Community Redevelopment Agency. By September 30 of each fiscal year, funds identified for the CRD have to be spent, encumbered or appropriated. These funds must be for the specific redevelopment projects specified in the approved Redevelopment Plan, and the projects or programs are set to be completed within three (3) years from the date of the appropriation.

The CRA Board allocated 2016-2017 Tax Increment (TIF) revenues to the following major initiatives:

A.	Supplies	\$	17,600
B.	Maintenance	\$	51,000
C.	Appraisal Services	\$	6,483
D.	Audit Services	\$	4,400
E.	Legal Services	\$	20,000
F.	Property Tax	\$	18,125
G.	Memberships	\$	1,300
H.	CRA Training	\$	2,500
I.	Utilities	\$	12,800
J.	General Insurance	\$	14,650
K.	CRA Police Unit	\$	779,219
L.	CRA Coordinator	\$	76,935
M.	Transfer to Capital Projects Fund	\$	1,447,043
N.	Contingency	\$	<u>50,000</u>
	Total	\$	2,502,055

The statement of CRA 2016-2017 revenue and expenditures/allocations, is as follows:

REVENUE

CRA Trust Funds	\$	2,310,486
Rental Income	\$	60,207
Interest Earnings	\$	11,499
Miscellaneous	\$	<u>498</u>
Total	\$	2,382,690

MAJOR EXPENDITURES/ALLOCATIONS

General Government	\$	154,491
Capital Outlay	\$	1,447,043
Public Safety	\$	<u>779,219</u>
Total	\$	2,380,753

Please refer to the City's Comprehensive Annual Financial Report for the Fiscal Year ended September 30, 2017. The CRA is reported as a blended component unit within the Special Revenue Fund type.

Financial Statement
City of Pinellas Park, Florida
Balance Sheet
Nonmajor Governmental Funds
Pinellas Park Community Redevelopment Agency
September 30, 2017

		Community Redevelopment
ASSETS		
Equity in pool cash and cash equivalents	\$	51,313
Equity in pool investments		88,048
Receivables (net of allowance for uncollectibles)		4,299
Prepaid Items		15,284
 Total assets	 \$	 158,944
LIABILITIES AND FUND BALANCES		
Liabilities:		
Accounts and contracts payable	\$	4,590
Accrued liabilities		9,973
 Total Liabilities		 14,563
Fund balances:		
Nonspendable		15,284
Restricted		129,097
 Total fund balances		 144,381
 Total liabilities and fund balances	 \$	 158,944

Statement of Revenues, Expenditures and Changes in Fund Balance
City of Pinellas Park, Florida
Nonmajor Government Funds
Pinellas Park Community Redevelopment Agency
Year Ended September 30, 2017

	Community Redevelopment
REVENUES	
Intergovernmental - county tax increment revenue	\$ 1,142,815
Investment earnings	11,499
Miscellaneous	60,705
Total revenues	\$ 1,215,019
EXPENDITURES	
General government	\$ 77,556
Total expenditures	77,556
Excess of revenues over expenditures	\$ 1,137,463
OTHER FINANCING SOURCES (USES)	
Transfers in - city tax increment revenue	\$ 1,167,671
Transfers out - capital redevelopment projects / operations	(2,303,197)
Total other financing uses	(1,135,526)
Net change in fund balances	1,937
Fund balance - beginning	142,444
Fund balance - ending	\$ 144,381

CRA ACCOMPLISHMENTS IN 2016-2017

The table below summarizes CRA-initiated Community Redevelopment District projects conducted during the 2016-2017 reporting year. Major areas of focus are described in greater detail in the sections below.

2016-2017 CRA Initiated Redevelopment District Projects

Infrastructure Projects and Programs

Park Boulevard Phase IV Garnett and North Disston Drainage Improvements – completed

CRA/CDBG Sidewalk Improvements -- resumed

Property Acquisition

CRA Property Purchase – United Cottages Subdivision – ongoing

CRA Property Purchase – Adamek Property/Pinellas Arts Village -- ongoing

Community Facilities

Performing Arts Center Improvements – ongoing

Commercial Redevelopment

CRA Façade Grant Program – ongoing

5625 Park Blvd. Building Improvements - completed

5705 Park Boulevard New Construction - ongoing

Residential Redevelopment

CRA Homeowner Assistance Grant Program - ongoing

Community Policing

CRA Police Unit – ongoing

Infrastructure Improvements

Stormwater and drainage improvements have remained a priority in the CRD due to the historic impact of repetitive ponding and flooding on residential and commercial properties and on roadways. The Park Boulevard Drainage Improvements Project, a multi-year, multi-phased project, leveraged federal funding to address this issue comprehensively, with the CRA supporting specific segments located within and impacting drainage within the CRD. The importance of this project to the success of CRA redevelopment efforts is immeasurable.

During the 2016-2017 reporting year, work was completed on Park Boulevard Phase IV Drainage Improvements for the Garnett and North Disston Subdivisions. The segment of the project supported by the CRA will improve drainage in a 40-acre area extending from 46th Street to 49th Street between 82nd and 86th Avenues.

The CRA Sidewalk Program implemented in previous years was not funded in 2015-2016, but funding was resumed in 2016-2017 to add new pedestrian access, accessibility, and safety features within the District. The CRA's landscape improvement program was discontinued in 2016-2017, but ongoing landscaping improvements were made during 2016-2017 by the City of Pinellas Park to improve the visual appeal of heavily trafficked roadways and public facilities within the CRD.

Community Facilities and Events

The Community Redevelopment District boasts numerous facilities for events that bring a steady stream of people to the downtown area and generate interest in the District. England Brothers Park has long served as a popular location for large concerts and community and regional events such as the city's iconic Country in the Park Festival and Firefighters' Chili Blaze, while community organizations regularly hold events such as the annual Pinellas Country Fair, Beta Sigma Phi Easter Egg Hunt, Hmong New Year, and Laotian Festival.

Continuing improvements to the adjacent Performing Arts Center have expanded available capacity and opportunities for public events. During 2016-2017, the CRA continued a long-term program to upgrade the Pinellas Park Performing Arts Center facility, increasingly a venue for arts and cultural events as well as community gatherings and private rentals. Completed improvements have included upgrades to lighting and sound equipment, replacement of obsolete furnishings and carpet, and complete interior repainting. Additional improvements are planned in 2017-2018 to expand amenities for the growing number of attendees of a popular tribute concert series and special performances.

The City's historic downtown, long the starting point for the popular annual Holiday Parade, also increasingly provides opportunities for small business development (see more below). The concentration of public facilities such as Park Station, the City Auditorium, Police Station, Senior Recreation Center, Shuffleboard Courts, and Senior Fitness Center on 58th Street make it a major activity hub for the City, and provide parking for evening and weekend events.

Park Station is particularly important in hosting a wide array of community meetings and events, and provides office, work, meeting, and event space to both the Pinellas Park/Gateway Chamber of Commerce and the nonprofit

Pinellas Park Art Society. The facility currently hosts a visiting small business assistance program available through Pinellas County, and served as a local cooling and charging station and FEMA community assistance center following Hurricane Irma in September 2017.

Park Station continued in 2016-2017 to partner with Pinellas County's local arts agency to offer small business trainings and grant workshops for artists. Park Station also became an increasingly lively destination for the monthly Fourth Saturday Art Walk, opening for new evening hours to host artist demonstrations and shows by the Pinellas Art Society, a pop-up art market for emerging artists, and music performances.

Commercial Development in the Pinellas Arts Village

The CRA manages multiple properties in the Pinellas Arts Village, an emerging arts district located in the 5600-5800 blocks north of Park Boulevard. These include the Studios at 5663, Pompei Studios located at 5681 Park Blvd., Swartz Gallery at 5609 Park Boulevard, and Painting with a Twist located at 5725 Park Boulevard. Lease agreements allow full recapture of maintenance and operating costs for these facilities, while offering long-term sustainability for new arts businesses that are restoring both economic and visual vitality to the area.

Within the Pinellas Arts Village, the United Cottages Neighborhood continues to serve as an area of focus for the CRA. A development agreement allows residential and live-work units as small as 308 square feet, and the CRA currently owns and manages two demonstration units leased to small businesses that have been established as part of the Arts Village. The arrival of Donnelly COVE in a new facility at 5705 Park Blvd gave new impetus to these efforts, and during 2016-2017 the CRA authorized the purchase of additional remaining structures to prepare the way for a future public-private partnership for new development in the Cottages neighborhood.

During 2016-2017, the CRA Board of Directors also authorized negotiations for the purchase of the Adamek facility, a vacant property strategically located at the center of both the Pinellas Arts Village extending east-west from Park Station to the Swartz Gallery, and a concentration of public facilities extending north-south from Park Station to Davis Field Park on 78th Avenue. Purchase and development of this property is expected in the coming years to further activate this area as a community hub and visitor attraction.

The Community Redevelopment Policing Unit

The Community Redevelopment Policing Unit (CRPU) was established in 2010, with offices located within the CRD at 6990 49th Street North. The unit is responsible not only for reducing crime, but also for educating, building trust within the community, and assisting in identifying the social issues and blighted areas of the CRD that require attention. The CRPU station within the CRD has become a welcome center within the community, but its officers are typically seen out in the community, visiting residents and businesses and attending meetings, grand openings, and community events. Their constant presence and accessibility has gained trust, forged relationships, and helped to create the strong partnership that now exists between residents, business owners, and the police department. The unit is represented at meetings of the CRA Board, where their on-the-ground presence offers valuable insights and information to inform policy.



During 2016-2017, the CPRU officers made a total of 9,011 self-initiated contacts with residents and businesses. The unit has also organized Neighborhood Crime Watch units throughout the District, working closely with residents to monitor and address safety conditions as well as supporting Neighborhood Watch meetings and events during the year. Regular 'Coffee with a Cop' events hosted by area businesses continue to provide yet another opportunity to hear directly from the community as well as develop working relationships with local businesses. Of the CPRU's thousands of contacts made during the year, only 77 involved arrests.

One of the Unit's priorities is the continued safety of the Shoppes at Park Place. The popularity of this retail and entertainment center continues to grow, due in no small part to regular patrols by the CRPU with participation by the Police Mounted Unit. The CRPU organizes and co-hosts numerous community events each year, one of the largest being its National Night Out event at the Shoppes at Park Place, with participation by numerous community organizations and businesses.

The unit also participates actively in the Homeless Street Outreach Project to provide assistance and long-term solutions for homeless individuals and families encountered within the CRD. During 2016-2017, the unit made over 1,818 contacts with homeless individuals, 175 of which received services and were successfully placed in a shelter.

BUSINESS GROWTH AND COMMERCIAL DEVELOPMENT IN THE COMMUNITY REDEVELOPMENT DISTRICT

The Community Redevelopment District (CRD) offers multiple opportunities for retail, entertainment, hotel, mixed-use, and residential redevelopment. Both the City and the Community Redevelopment Agency (CRA) have made major investments in infrastructure and streetscape projects, increasing the area's attractiveness for new construction, renovation, and adaptive re-use of existing facilities.

The CRD's high visibility for businesses and easy accessibility for residents have encouraged an increasing rate of redevelopment in this district in recent years, particularly in the area near the Shoppes at Park Place. Businesses locating in the CRD also benefit from zoning and land use provisions that include the ability to develop mixed uses, provisions for density bonuses and affordable housing, and reduced Transportation Impact Fees. During the reporting year 76 new businesses were established in the CRD; a total of 712 registered businesses were reported in the District.



New Businesses in the Community Redevelopment District 2016-2017

A & M Bail Bonds	Mac J Transport
A Cooper Signs	Majestic Plumbing LLC
A & L Fresh Produce LLC	Matthew Keith LMT
Alain Home Services Inc.	McCarthy Accounting & Taxes LLC
Allegiance Insurance LLC	Mederi of Pinellas County Inc.
Amato's Fresh Produce	Min's LLC
Brilliant Little Minds Early Childhood Learning	Mystery Gallery
Busy Bee Snak Shop	New Fitness Holdings 1 LLC
Carl Stewart	New Transition Therapy LLC
CDKJ Enterprises Inc.	Nine Thai LLC
Cell Touch Inc.	No 1 Cigar LLC
Computer Repair & Customs Inc.	Oh Yeah! Sandwiches, Inc.
Culver's of Pinellas Park	Only Winners
CVS Pharmacy #17152	Pain Doctor, The
D.D.H. Cleaning and More	Pho Quyen Vietnamese Restaurant
Devices City LLC	Pinellas Firearms Training
Direct General Insurance Agency	Pinellas Total Car Care Inc.
Don Juan Envios Universal #2 Inc.	Pink & White Nail Spa
Eminence Motor Solutions	Practical Preparedness LLC
Enjoy Wellness Massage	Rejuvenated Mind LLC
Eyeconic-Creations (Photography) LLC	Robert D. Newell
Families First of Florida LLC	Rochelle's Home
Florida Dermatology and Skin Cancer Centers	Santa Fe Mexican Grill III Inc.
Fortunato's on Park LLC	Shaila's Cleaning Services Inc.
Frankat Inc. DBA Da Sesto	Snap On Tools
Garcia Cleaning Serv & Maint Solution Grp LLC	Soong Thai Restaurant
Gearzoid LLC	Sunset Cleaning Services
Gift of Life Adoptions	Sushi Wave
Golden Key Law Group PLLC	Tai Chi Foot Massage
Injury Relief Center PLLC	TJ's Pawn Shop LLC
Interior Views Inc.	Today's Building Solutions LLC
Jorge Rosado	Towing Service of Pinellas
Joyce Ann Apartments 2 LLC	US International Construction Service Inc.
Kava Nails and Spa	Utopia Home Care, Inc.
Lash Room, The	Visual Edge, The
Lee Claxton Certified Arborist	Wells Fargo Clearing Services LLC
Lizeth Cortes Huertas Gold	Yorky's Latin Fashion
Lotus Vegetarian Restaurant, Inc.	4150 Sawgrass LLC

CRA-led infrastructure improvements, facilities development, and community policing continue to enhance the attractiveness of the District for both commercial and residential development. Despite the number of new businesses opening during the year, the pace of new construction and redevelopment slowed during 2015-2016 and 2016-2017. The following permits for commercial construction and certificates of completion/occupancy were issued in the CRA during the reporting year:

2016-2017 Commercial Construction Permits Issued in the CRD
Culver's Restaurant, 4702 Park Blvd, Site Work, New Construction
Florida Highway Patrol, 7651 US Highway 19, Demolition of former office
His Cabinetry, 6200 49 th Street, Interior Remodel
Insaniteas, Inc., 5840 Park Blvd, Interior Remodel
Commercial Certificates of Completion/Occupancy Issued in the CRD
American Legion, 7550 60 th Street, Interior Remodel
Arlington Gardens, 7550 60 th Way, 6-Bed Addition
DaSesto's Restaurant, 7201 66 th Street, Exterior Remodel
Five Guys Restaurant, 7074 US Highway 19, Interior Buildout
McDonald's, 5170 Park Blvd, Interior/Exterior Remodel
Starbucks, 7299 US Highway 19, Interior Remodel

CRA COMMERCIAL FAÇADE GRANTS

For both new and existing businesses, the CRA Façade Grants program offers matching funds for improvements made to building street frontages. The Façade Grant program supports rehabilitation of independently owned small businesses through matching grants of up to \$10,000 provided for façade improvements for one street frontage, with up to an additional \$5,000 available for structures with a secondary frontage. Grant funds may be used to improve entryways, including accessibility; windows; awnings and canopies; exterior finishes; landscaping; sidewalks; exterior lighting; and public amenities such as benches, bicycle racks, and public art.

Initiated in Fiscal Year 2014-2015, the program continues to gain momentum. During the current reporting year, funded projects were completed for new signage for a nonprofit organization and a popular local florist on Park Boulevard, and to enhance a building façade for an expanding local restaurant at the intersection of on 66th Street at Park Boulevard. Completed renovations offer a highly visible testimony to the success of this program, and interest continues to grow as more businesses learn of the program.

RESIDENTIAL DEVELOPMENT IN THE CRD

Residential development within the CRD remained limited during the 2016-2017 reporting year, due in large part to a shortage of large tracts of land for multifamily housing.

The CRA during 2016-2017 obligated funding for the purchase of residential land in order to facilitate residential redevelopment. Suitable parcels have not yet been identified, with the exception of the United Cottages neighborhood. During 2016-2017, the CRA authorized negotiations for the purchase of additional parcels in order to aggregate land for a future public-private partnership. The purchase of two additional parcels was pending as of the end of Fiscal Year 2016-2017.

CRA HOMEOWNER IMPROVEMENT GRANTS

Like the CRA Façade Grant program, the CRA Homeowner Improvement Grants program offers matching grant funds to homeowners for rehabilitation. Eligible homeowners who meet income requirements and demonstrate need may apply to receive a matching reimbursement grant of \$500 to \$5,000 for eligible projects. These include roof repairs; entryway and window repairs improvements; landscaping and tree removal; and weatherization and energy efficiency improvements. Priority is granted to emergency repairs, code violations, and modifications for ADA accessibility.

Unlike a similar program available to homeowners outside the CRA, the grant program was initially slow to attract attention within the District, and a single home improvement grant was approved during 2015-2016. Marketing efforts through the CRA website, CRA Neighborhood Watch Groups, and other outreach channels have increased participation in the program, and during 2016-2017, five grant funded projects were completed for roof replacement, replacement of air conditioning and heating systems, and fencing improvements.

LOOKING AHEAD TO THE FUTURE

The CRA continues to invest in the future of the Community Redevelopment District, with the following budgeted projects planned in FY 2017-2018:

- CRA Façade Grant Program – expanded assistance to business owners within the CRA to improve landscaping, signage and building facades. Successful grant-funded projects completed during 2016-2017 are expected to increase the number of applications received for this opportunity.

- New CRA Anchor Tenant Incentive Grant program to attract new restaurants and entertainment venues to the historic downtown.
- New Brownfields Grant program to encourage remediation and redevelopment of identified brownfields sites within the CRA.
- CRA Homeowner Assistance – the CRA will continue to promote residential improvements to correct code violations, improve accessibility and visual appeal of CRD properties.
- Residential Property Purchase – the CRA has prioritized purchase for resale or rehabilitation of residential property.
- Performing Arts Center – restroom expansion, façade improvements and new acoustic ceiling to enhance the role of this important cultural facility in the CRD.
- Boardwalk and wetland restoration -- to create a passive recreation area adjacent to the Performing Arts Center and England Brothers Park.
- Pinellas Arts Village – identification and directional signage in the Arts District for continued enhancement of this community activity center.
- Library Renovation – renovation to the Barbara S. Ponce Public Library will include redesign of public areas to meet new technology and program needs and increase efficiency.
- Davis Field Master Plan – for redevelopment of the Davis Field Complex adjacent to Park Station, the City Auditorium, and Pinellas Arts Village to expand this growing community center.
- Boardwalk and Wetland Restoration Project -- to create a passive recreation area adjacent to the Performing Arts Center and England Brothers Park.
- Roadway and Pedestrian Improvements – in partnership with Pinellas County and with matching funds from the CDBG Program, the CRA will undertake the development of a neighborhood passive park in the Orchid Lake Neighborhood near the Community Redevelopment Police Substation on 70th Avenue.
- New Bus Shelter Partnership Program with the Pinellas Suncoast Transit Authority -- to install covered bus shelters at transit stops within the CRA.
- CRPU – continuation of successful CRA community policing initiative, including Neighborhood Watch support as well as outreach to businesses.
- CRA Special Area Plan – During 2017-2018, the CRA will issue a Request for Proposals for a consultant to lead the planning process to update the CRA Plan, extend TIF authority and meet federal CDBG requirements.

REQUIRED REPORTS AND RECORDS

The CRA has maintained the required records for an annual audit which was conducted by an independent auditor. The findings of the audit will be presented to the City Council. Audit findings and the Annual Report are distributed to the State Auditor General and Pinellas County. This report is being prepared and

filed consistent with Florida Statute Chapter 163.356(3)(c). Legal notice in the *Tampa Bay Times* will be provided to inform the public of the availability of the Annual Report for review.

SUMMARY

CRA investments in the revitalization of the Community Redevelopment District have set the stage for an accelerating rate of redevelopment and growth. The CRA's specific goals remain the same: to enhance the CRD's business and residential appeal through continued infrastructure, safety, and visual improvements; to market the CRD and facilitate investment to attract quality retail, office and residential development; to maintain a safe environment and quality of life for our residents and visitors; and to preserve the small-town character our residents have come to know.

The hard work, dedication, and teamwork of the City Council, CRA, City Staff and the many citizens and civic groups committed to downtown redevelopment have contributed to the success of the District.

THIS ANNUAL REPORT FOR FISCAL YEAR 2016/2017 OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PINELLAS PARK, FLORIDA, IS HEREBY APPROVED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PINELLAS PARK, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED, THIS _____ DAY OF _____, 2018.

ATTEST:

Diane Corna, MMC, City Clerk

Sandra L. Bradbury, Chair

Douglas A. Lewis, City Manager