



City of Pinellas Park

City Council

Agenda

Thursday, August 9, 2018

6:00 PM

City Council Chambers

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

I. DECLARATIONS, PROCLAMATIONS AND PRESENTATIONS

PROCLAMATION

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 July 26, 2018, as on file in the City Clerk's office.

III. PUBLIC HEARINGS

P1 ORDINANCE NO. 4064. ANNEXING INTO THE CITY OF PINELLAS PARK A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 6372 & 6408 126TH AVENUE (SUN SEAIR LLC AX17-10)

PUBLIC HEARING SECOND AND FINAL READING

(Speaker - Danny Taylor, Planning and Zoning Director)

NOTE: This is a voluntary annexation of 11.91 acres MOL of contiguous residential property located at 6372 & 6408 126th Avenue. There is a mobile home park on the property.

C1 on 7/26/18 Council agenda.

ACTION: (Pass - Deny) Ordinance No. 4064. Public hearing second and final reading.

Department: Community Development

Reference Material: [AX17-10 Ordinance, Petition, Map and Attorney Letter.pdf](#)

- P2 ORDINANCE NO. 4065. ANNEXING INTO THE CITY OF PINELLAS PARK A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 11443 61ST STREET NORTH (SHIKUKO K. WITHROW AX18-36)**

PUBLIC HEARING SECOND AND FINAL READING

(Speaker - Danny Taylor, Planning and Zoning Director)

NOTE: This is a voluntary annexation of 0.17 acres MOL of contiguous residential property located at 11443 61st Street North.

C3 on 7/26/18 Council agenda.

ACTION: (Pass - Deny) Ordinance No. 4065. Public hearing second and final reading.

Department: Community Development

Reference Material: [AX18-36 Ordinance, Petition, Map and Attorney Letter.pdf](#)

- P3 ORDINANCE NO. 4066. AMENDING ORDINANCE 4036 ADOPTING THE BUDGET FOR FISCAL YEAR 2017/2018**

PUBLIC HEARING SECOND AND FINAL READING

(Speaker - Dan Katsiyiannis, Management and Budget Administrator)

NOTE: The amendment contains the budget changes required for the Community Development Department restructuring into new divisions/cost centers. In addition, the required funds for the additional School Resources Officers for the last quarter of the year has been added to the Police Department operations budget. Additional funds have been added to the City's street light account of \$255,000 as a result of both LED lighting and new annexations.

The CRA fund has been amended for the salary and benefits for the Coordinator position and some minor maintenance items (from the contingency account \$43,797). The Capital Equipment fund has been amended for additional required depreciation of equipment of \$465,000. The Capital Improvement fund has been amended for the emergency sewer repair and for the work on the Park Blvd medians in total \$425,526. The Insurance Loss fund has been amended for an expense for a vehicle repair of \$9,456. As a result of this amendment, the City's overall budget will increase by \$1,622,832.

C11 on 7/26/18 Council agenda.

ACTION: (Pass - Deny) Ordinance No. 4066. Public hearing second and final reading.

Department: OMB

Reference Material: [Budget Amend ORD., Budget Amend ORD. XXXX Fiscal Year 2017-2018 Data Sheet, City Attorney Letter](#)

P4 RESOLUTION 18-19. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA ADOPTING THE 2018 - 2022 COMMUNITY DEVELOPMENT BLOCK GRANT CONSOLIDATED PLAN AND 2018 - 2019 ANNUAL ACTION PLAN.

PUBLIC HEARING FIRST AND FINAL READING

(Speaker - Tammy Hillier, Community Services Manager)

NOTE: In 1995, the U.S. Department of Housing & Urban Development (HUD) created the Consolidated Plan to serve as a planning document of state and local grantee governments and to support their applications for funding under any of the Community Planning and Development formula grant programs.

The City of Pinellas Park's 2018 - 2022 Consolidated Plan attempts to forecast activities, strategies and funding over five years, and the Consolidated Plan is predicated on best available data. The data includes, but is not limited to, demographics, housing, employment, income and market trends. The statutory purpose of the Community Development Block Grant (CDBG) program is summarized into three objectives: 1) Creating suitable living environments; 2) Providing decent housing; and 3) Facilitating economic opportunities. The 2018 - 2019 Annual Action Plan is a component of the five year Consolidated Plan, and serves as an annual evaluation of the Consolidated Plan. The Annual Action Plan is needed for continued annual CDBG funding. The Plan describes the activities and/or projects to be undertaken during the next fiscal year utilizing CDBG formula grant funds. The Annual Action Plan also summarizes performance of objectives and outcomes identified as priorities for the City.

Based on the needs assessment, the City of Pinellas Park has identified the following priority activities to be undertaken during the next five years: Priority 1) Public Facilities and Infrastructure - provision of adequate public facilities and infrastructure to enhance livability of low- and moderate-income neighborhoods; Priority 2) Rehabilitation of Owner-Occupied Housing - focus on improving health and safety, code violations, accessibility and sustainability for extremely low-to-moderate income residents below 50% of the Area Median Income level (including, but not limited to residents who are elderly, disabled, and veterans); Priority 3) Public Services - Beginning in Program Year 2019 - 2020, the City of Pinellas Park will make available funds to agencies providing activities which fall within the priority needs stated in the City's Consolidated Plan: (1) public facility and improvement

projects in special districts or which serve low- to moderate-income or special needs populations, including the homeless; (2) service and operation activities which serve low- to moderate-income or special needs populations, including the homeless, and activities which affirmatively further fair housing; and (3) public infrastructure projects in special districts.

In compliance with 24 CFR Part 91, the City of Pinellas Park has followed the requirements for submitting the 2018 - 2022 Consolidated Plan, the 2018 - 2019 Annual Action Plan and other HUD required documents including: the Citizen Participation Plan and the Analysis of Impediments to Fair Housing Choice.

ACTION: (Adopt - Deny) Resolution 18-19.

Department: Community Development

Reference Material: [18-546 Consolidated Plan Resolution, Attorney Letter](#)

P5 RESOLUTION NO. 18-18. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, FLORIDA, VACATING AN UNUSED AND UNIMPROVED RIGHT-OF-WAY SECTION OF 40TH STREET BETWEEN 110TH AVENUE AND LAKE BOULEVARD; PROVIDING FOR AN EFFECTIVE DATE. (V 2018-7, CITY OF PINELLAS PARK)

PUBLIC HEARING FIRST AND FINAL READING

(Speaker - Danny Taylor, Planning and Zoning Director)

NOTE: The City is requesting to vacate an unimproved and unused section of right-of-way generally located at 40th Street between 110th Avenue and Lake Boulevard. The properties to the east and west are vacant/pond owned by the County and they are seeking to create a larger retention pond. At their meeting of July 5, 2018, the Planning and Zoning Commission recommended approval.

ACTION: (Adopt - Deny) Resolution No. 18-18. Public hearing first and final reading.

Department: Community Development

Reference Material: [V 2018-7 resolution, atty letter, meeting mins, staff report, application, aerial](#)

IV. CONSENT AGENDA

- C1 **ORDINANCE NO. 4067.** ANNEXING INTO THE CITY OF PINELLAS PARK A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 8000 PARK BOULEVARD (EIDE WHOLESALE, LLC AX01-TBA)

FIRST READING PRIOR TO PUBLIC HEARING

NOTE: This is a voluntary annexation of 4.33 acres MOL of contiguous commercial property located at 8000 Park Boulevard.

ACTION: (Pass - Deny) Ordinance No. 4067.

Department: Community Development

Reference Material: [AX01-TBA EIDE Wholesale LLC Ordinance, Petition, Map and Attorney letter.pdf](#)

- C2 **APPROVAL OF VOLUNTARY ANNEXATION OF PROPERTY OWNED BY AMERICAN HOUSING BUILDERS II, INC. (AX18-37) - Located at 6083 105th Terrace**

NOTE: This is a voluntary annexation of 0.14 acres MOL of contiguous residential property located at 6083 105th Terrace. For three (3) years from the date of execution of this Agreement, the City shall waive land development fees applicable for future renovation, in an amount not to exceed Three Thousand Dollars (\$3,000). The City's annual projected revenue after redevelopment is One Thousand Six Hundred and Ninety-Three Dollars (\$1,693) and no City funds were expended.

ACTION: (Approve - Deny) The voluntary annexation of 0.14 acres MOL of residential property owned by American Housing Builders II, Inc.

Department: Community Development

Reference Material: [AX18-37 American Housing Builders II, Inc. Agreement, Petition, Data Sheet, Comment Sheet, Revenue Analysis, Map and Attorney Letter.pdf](#)

- C3 **ORDINANCE NO. 4068.** ANNEXING INTO THE CITY OF PINELLAS PARK A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 6083 105TH TERRACE (AX18-37 AMERICAN HOUSING BUILDERS II, INC.)

FIRST READING PRIOR TO PUBLIC HEARING

NOTE: This is a voluntary annexation of 0.14 acres MOL of contiguous residential property located at 6083 105th Terrace. There is currently a mobile home on the property.

ACTION: (Pass - Deny) Ordinance No. 4068.

Department: Community Development

Reference Material: [AX18-37 American Housing Builders II Ordinance, Petition, Map and Attorney Letter.pdf](#)

- C4 **RESOLUTION NO. 18-20.** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA ENDORSING THE “HOUSING FIRST AND COORDINATED ENTRY SYSTEM”; PROVIDING FOR AN EFFECTIVE DATE.

FIRST AND FINAL READING

NOTE: The U.S. Department of Housing & Urban Development (HUD) established a requirement that each Continuum of Care (CoC) Program must implement a Coordinated Entry System as outlined in CoC Program Interim Rule 24 CFR 578.7(a)(8), attached. A "Housing First and Coordinated Entry System" is a proven approach in which all people experiencing homelessness are believed to be housing ready, are provided with permanent housing immediately and with few to no preconditions, behavioral contingencies, or barriers.

Pinellas County Homeless Leadership Board (HLB) serves as the County’s CoC and is the agency responsible for implementing the Coordinated Entry System. The City of Pinellas Park has representation on the HLB by way of City Council appointing an elected official, as well as staff representation, appointed by the City Manager on the HLB’s Providers Council.

Pinellas Park, as a Provider organization, provides funding to the HLB and outreach services to individuals and families through Community Policing. The City is actively involved in services that affect homeless/at-risk target groups. Pinellas Park’s Homeless Outreach Team consists of six sworn officers from the Community Policing Division of the Pinellas Park Police Department and a civilian social worker funded through Directions for Living.

The "Housing First and Coordinated Entry" System Resolution links the City’s street outreach efforts to the Coordinated Entry System. No monetary value is associated with this Resolution.

ACTION: (Adopt - Deny) Resolution No. 18-20.

Department: Community Development

Reference Material: [18-540 Backup - Resolution, 24 CFR 578, Attorney letter](#)

C5 AUTHORIZATION FOR THE CITY MANAGER TO SIGN AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF WATER RESTORATION ASSISTANCE, FOR IMPROVEMENTS TO THE PINEBROOK ESTATES POND - (DEP Agreement NO. LP52053)

NOTE: The City has been awarded \$310,000 to perform a scope of work that will restore the Pinebrook Estates Pond to its original specifications. The proposed stormwater improvements consist of excavating and reshaping the pond to meet its original site plan compliances, removal of invasive species, tree trimming and the installation of surface water aerators.

The total estimated project cost is \$620,000. A cash match of \$310,000 is included in the City of Pinellas Park's FY 2018 - 2019 Capital Improvements Program.

ACTION: (Approve - Deny) Authorization for the City Manager to sign agreement NO. LP52053 with the Florida Department of Environmental Protection for improvements to Pinebrook Estates Pond.

Department: Community Development

Reference Material: [18-510 FDEP Agreement](#)

C6 AUTHORIZATION FOR THE CITY MANAGER TO SUBMIT AN APPLICATION INCLUSIVE OF ASSURANCES AND CERTIFICATIONS, TO RECEIVE FUNDING FROM THE UNITED STATES DEPARTMENT OF HOUSING & URBAN DEVELOPMENT FOR IMPLEMENTATION OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

NOTE: The U.S Department of Housing & Urban Development (HUD) requires an authorized official of every jurisdiction applying to become an entitlement to sign and submit Certifications and Assurances as part of the application process to receive Community Development Block Grant funds. The City of Pinellas Park will attach these documents with the Consolidated Plan and Annual Action Plan as part of its first complete application.

The City of Pinellas Park anticipates becoming an entitlement City beginning October 1, 2018 with an estimated first year allocation from HUD of \$320,208.00.

Pinellas Park will use these funds to conduct activities within the jurisdiction's limits and which align with HUD's priority areas of: 1) Benefits to low- and moderate-income persons; 2) Preventing or eliminating slum or blight; or 3) Meeting other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Once the CDBG application consisting of the 2018 - 2022 Consolidated Plan, the 2018 - 2019 Annual Action Plan, the Citizen Participation Plan (adopted on July 26, 2018), and the Analysis of Impediments are submitted to HUD, along with the Certifications and Assurances, HUD will have a 45-day review and comment period. Upon final review, and HUD's acceptance of the Plans, the City of Pinellas Park will be notified of its entitlement status.

CDBG funds are reimbursable and no match is required.

ACTION: (Approve - Deny) Authorization for the City Manager to sign and submit the CDBG application with Certifications and Assurances, to the U.S. Department of Housing & Urban Development.

Department: Community Development

Reference Material: [18-545 Application cover page, Certifications, Assurances](#)

C7 AUTHORIZATION FOR MAYOR TO SIGN THE LIBRARY INTERLOCAL AGREEMENT

NOTE: The Interlocal Agreement for the operation of the Pinellas Public Library Cooperative (PPLC) expires on September 30, 2018. The proposed Library Interlocal Agreement would continue PPLC operations for an additional five years.

The Library Interlocal Agreement sets forth the primary functions of the Cooperative in order to focus future funding priorities; provides for representation on the Cooperative's Board of Directors by specified municipalities providing library services; clarifies the terms of PPLC membership; and clarifies the terms of local funding support and budgetary allocations.

ACTION: (Approve - Deny) Authorization for the Mayor to sign the Library Interlocal Agreement.

Department: Leisure Services

Reference Material: [Library Interlocal Agreement and Letter of Review from City Attorney](#)

C8 AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO GIVE A PERPETUAL DRAINAGE EASEMENT TO THE PINELLAS PARK WATER MANAGEMENT DISTRICT AT - 6281 86th Avenue North, Map File No. M6437

NOTE: The Pinellas Park Water Management District has requested a perpetual drainage easement at 6281 86th Avenue North to accommodate their existing drainage infrastructure and for the future maintenance and operation of said infrastructure at 6281 86th Avenue North, map file no. M6437.

ACTION: (Approve - Deny) Authorization for the City of Pinellas Park to give a perpetual drainage easement to the Pinellas Park Water Management District at 6281 86th Avenue North.

Department: Public Works

Reference Material: [drainage easement M6437 backup](#)

C9 AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO GIVE A PERPETUAL DRAINAGE EASEMENT TO THE PINELLAS PARK WATER MANAGEMENT DISTRICT AT - 6281 86th Avenue North, Map File No. M6435

NOTE: The Pinellas Park Water Management District has requested a perpetual drainage easement at 6281 86th Avenue North to accommodate their existing drainage infrastructure and for the future maintenance and operation of said infrastructure at 6281 86th Avenue North, map file no. M6435.

ACTION: (Approve - Deny) Authorization for the City of Pinellas Park to give a perpetual drainage easement to the Pinellas Park Water Management District at 6281 86th Avenue North.

Department: Public Works

Reference Material: [drainage easement M6435 backup](#)

C10 AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO GIVE A PERPETUAL DRAINAGE EASEMENT TO THE PINELLAS PARK WATER MANAGEMENT DISTRICT AT - 6281 86th Avenue North, Map File No. M6433

NOTE: The Pinellas Park Water Management District has requested a perpetual drainage easement at 6281 86th Avenue North to accommodate their existing drainage infrastructure and for the future maintenance and operation of said infrastructure at 6281 86th Avenue North, map file no. M6433.

ACTION: (Approve - Deny) Authorization for the City of Pinellas Park to give a perpetual drainage easement to the Pinellas Park Water Management District at 6281 86th Avenue North.

Department: Public Works

Reference Material: [drainage easement M6433 backup](#)

C11 AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO GIVE A PERPETUAL INGRESS/EGRESS EASEMENT TO THE PINELLAS PARK WATER MANAGEMENT DISTRICT AT - 6281 86th Avenue North, Map File No. M6434

NOTE: The Pinellas Park Water Management District has requested a perpetual ingress/egress easement at 6281 86th Avenue North to access their existing drainage infrastructure and for the future maintenance and operation of said infrastructure at 6281 86th Avenue North, map file no. M6434.

ACTION: (Approve - Deny) Authorization for the City of Pinellas Park to give a perpetual ingress/egress easement to the Pinellas Park Water Management District at 6281 86th Avenue North.

Department: Public Works

Reference Material: [ingress-egress easement M6434 backup](#)

C12 AUTHORIZATION FOR EMERGENCY REPAIRS FOR LIFT STATION #32 - TLC Diversified, Inc.

NOTE: Lift Station 32 located at 7091 Bryan Dairy Road is in need of immediate repair and poses potential risks to health and safety. TLC Diversified, Inc. has been approved through the attached contract to perform necessary repairs in the amount of \$165,000.00 to be charged to account 301-381-562538 18381/532.

ACTION: (Approve - Deny) Authorization for emergency repairs for Lift Station #32 to TLC Diversified, Inc. in the amount of \$165,000.00 to be charged to the appropriate account.

Department: Public Works

Reference Material: [emergency repairs for LS #32 backup](#)

C13 AUTHORIZATION TO SET INTO PLACE THE ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN AS REQUIRED UNDER SECTION 104(d) OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

NOTE: This Residential Antidisplacement and Relocation Assistance Plan is a plan required by federal law that applies to projects funded by the City of Pinellas Park with Community Development Block Grant (CDBG) Program or the HOME Investment Partnerships ACT funds. In the event the City conducts an activity using either CDBG or HOME funding that will require the displacement or relocation of lower income persons, this plan will be followed in accordance with Section 104(d) of the Housing and Community Development Act of 1974.

The City does not receive HOME funds directly. There are no plans to utilize CDBG funds for activities that will displace or relocate lower income persons.

This Plan will be included in the 2018 - 2022 Consolidated Plan as an attachment.

ACTION: (Approve - Deny) Authorization to set into place the Residential Antidisplacement and Relocation Assistance Plan.

Department: Community Development

Reference Material: Residential Antidisplacement and Relocation Assistance Plan

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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AUGUST

SUNDAY								MONDAY								TUESDAY								WEDNESDAY								THURSDAY								FRIDAY								SATURDAY							
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								Partial Eclipse of the Moon								5:30 PM Council Workshop								Pancake Breakfast Senior Center								5:30 PM Agenda Session 6:00 PM Council Meeting																							
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								Total Eclipse of the Sun								Organ Concert City Auditorium 5:30 PM Council Wokshop CRA immediately following																5:30 PM Agenda Session 6:00 PM Council Meeting								Fourth Saturday Art Walk															
26								27								28								29								30								31															

SEPTEMBER

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
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2	3 Brush Site Closed Labor Day City Offices & Library Closed	4 5:30 PM Council Workshop	5	6 5:30 PM Agenda Session 6:00 PM Council Meeting	7	8
9	10	11	12 Pancake Breakfast Senior Center	13	14	15
16	17	18 Organ Concert City Auditorium 5:30 PM Council Workshop CRA immediately following	19	20 5:30 PM Agenda Session 6:00 PM Council Meeting	21	22 Fourth Saturday Art Walk
23	24	25	26	27	28	29
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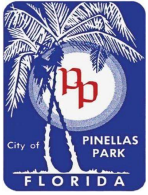
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City of Pinellas Park

Staff Report

File #: 18-498, **Version:** 1

Agenda Date: 8/9/2018

ORDINANCE NO. 4064. ANNEXING INTO THE CITY OF PINELLAS PARK A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 6372 & 6408 126TH AVENUE (SUN SEAIR LLC AX17-10)

PUBLIC HEARING SECOND AND FINAL READING

(Speaker - Danny Taylor, Planning and Zoning Director)

NOTE: This is a voluntary annexation of 11.91 acres MOL of contiguous residential property located at 6372 & 6408 126th Avenue. There is a mobile home park on the property.

C1 on 7/26/18 Council agenda.

ACTION: (Pass - Deny) Ordinance No. 4064. 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 6372 & 6408 126TH AVENUE, LEGALLY DESCRIBED AS ATTACHED HERETO IN EXHIBIT "A" AND MADE A PART HEREOF, LYING WITHIN SECTION 08, 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.

(SUN SEAIR LLC AX17-10)

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 6372 & 6408 126th Avenue, and legally described as attached hereto in Exhibit "A" and made a part hereof, lying within Section 08, 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-6 which is the closest compatible to the County R-6 zoning on the subject parcel at the time of annexation.

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

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

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

FIRST READING	_____	DAY OF _____, 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

Sun Seair LLC

Parcel: 08/30/16/70974/300/0302

Located at: 6372 & 6408 126th Avenue

THAT PART OF LOTS 2 AND 3, PINELLAS GROVES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, IN THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 30 SOUTH, RANGE 16 EAST, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 30 SOUTH, RANGE 16 EAST, RUN SOUTH 89°46'45" EAST ALONG THE EAST-WEST CENTERLINE OF SECTION 8, TOWNSHIP 30 SOUTH, RANGE 16 EAST, FOR A DISTANCE OF 1337.25'; THENCE LEAVING THE EAST-WEST CENTERLINE OF SAID SECTION, RUN SOUTH 00°03'34" WEST 33.00' TO THE POINT OF BEGINNING; THENCE SOUTH 89°46'45" EAST 150.40' TO A POINT OF CURVE; THENCE AROUND A CURVE TO THE RIGHT, HAVING A RADIUS OF 2814.79', AN ARC OF 69.60', A CORD BEARING OF SOUTH 89°04'16" EAST, A CORD DISTANCE OF 69.60'; THENCE CONTINUE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 2814.79', AN ARC OF 347.97', A CORD BEARING OF SOUTH 84°49'02" EAST, A CORD DISTANCE OF 347.75' TO A POINT OF TANGENT; THENCE SOUTH 81°16'52" EAST 103.47'; THENCE SOUTH 00°00'31" EAST 581.87'; THENCE NORTH 89°48'48" WEST 334.67'; THENCE SOUTH 00°01'31" WEST 318.31'; THENCE NORTH 89°50'37" WEST 334.86'; THENCE NORTH 00°03'34" EAST 946.98' TO THE POINT OF BEGINNING.

A PARCEL CONTAINING 11.91 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: 08-30-16-70974-300-0302

(Located at 6372 & 6408 126th Avenue)

THAT PART OF LOTS 2 AND 3, PINELLAS GROVES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, IN THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 30 SOUTH, RANGE 16 EAST, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 30 SOUTH, RANGE 16 EAST, RUN SOUTH 89°46'45" EAST ALONG THE EAST-WEST CENTERLINE OF SECTION 8, TOWNSHIP 30 SOUTH, RANGE 16 EAST, FOR A DISTANCE OF 1337.25'; THENCE LEAVING THE EAST-WEST CENTERLINE OF SAID SECTION, RUN SOUTH 00°03'34" WEST 33.00' TO THE POINT OF BEGINNING; THENCE SOUTH 89°48'45" EAST 150.40' TO A POINT OF CURVE; THENCE AROUND A CURVE TO THE RIGHT, HAVING A RADIUS OF 2814.79', AN ARC OF 69.60', A CORD BEARING OF SOUTH 89°04'16" EAST, A CORD DISTANCE OF 69.60'; THENCE CONTINUE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 2814.79', AN ARC OF 347.97', A CORD BEARING OF SOUTH 84°49'02" EAST, A CORD DISTANCE OF 347.75' TO A POINT OF TANGENT; THENCE SOUTH 81°16'52" EAST 103.47'; THENCE SOUTH 00°00'31" EAST 581.87'; THENCE NORTH 89°48'48" WEST 334.67'; THENCE SOUTH 00°01'31" WEST 318.31'; THENCE NORTH 89°50'37" WEST 334.86'; THENCE NORTH 00°03'34" EAST 946.98' TO THE POINT OF BEGINNING.

Containing 11.91 acres MOL

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

Sun Seair LLC

Care of: Robert Kurens

1186 Hardscrabble Road

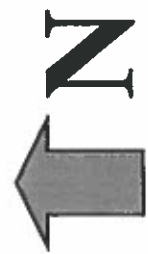
Chappaqua, NY 10514-1924

Sun Seair LLC:


Witness


ROBERT KURENS, MANAGER


Witness



08-30-16-70974-300-0302
6372 & 6408 126th Avenue

AX17-10



City of
PINELLAS PARK

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

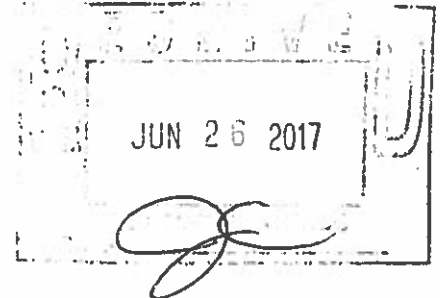
Please Respond To:

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



FLORIDA

PHONE • (727) 368-0700
FAX • (727) 544-7448



June 26, 2017

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

RE: City Document #17-139
AX17-10 Sun Seair LLC

Dear Ms. Conte:

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

Very truly yours,

James W. Denhardt
City Attorney

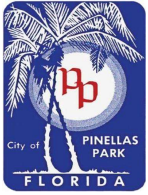
cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Assistant City Manager

LGR/law



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City of Pinellas Park

Staff Report

File #: 18-503, **Version:** 1

Agenda Date: 8/9/2018

ORDINANCE NO. 4065. ANNEXING INTO THE CITY OF PINELLAS PARK A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 11443 61ST STREET NORTH (SHIKUKO K. WITHROW AX18-36)

PUBLIC HEARING SECOND AND FINAL READING

(Speaker - Danny Taylor, Planning and Zoning Director)

NOTE: This is a voluntary annexation of 0.17 acres MOL of contiguous residential property located at 11443 61st Street North.

C3 on 7/26/18 Council agenda.

ACTION: (Pass - Deny) Ordinance No. 4065. Public hearing second and final reading.

ORDINANCE NO. _____

AN ORDINANCE ANNEXING INTO THE CITY OF PINELLAS PARK, FLORIDA, A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 11443 61ST STREET NORTH, LEGALLY DESCRIBED AS ATTACHED HERETO IN EXHIBIT "A" AND MADE A PART HEREOF, LYING WITHIN SECTION 17, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; PROVIDING FOR AMENDMENT OF THE LEGAL DESCRIPTION OF THE CORPORATE BOUNDARIES OF THE CITY OF PINELLAS PARK, FLORIDA; PROVIDING FOR THE ASSIGNMENT OF CITY ZONING CLASSIFICATION; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES CONFLICTING HERewith; PROVIDING FOR AN EFFECTIVE DATE. (SHIKUKO K. WITHROW AX18-36)

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 11443 61st Street North, and legally described as attached hereto in Exhibit "A" and made a part hereof, lying within Section 17, Township 30 South, Range 16 East, Pinellas County, Florida, is hereby annexed into the City of Pinellas Park.

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

SECTION THREE: That the land herein annexed shall be assigned the City zoning classification of R-2 which is the closest compatible to the County R-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

SHIKUKO K. WITHROW
PARCEL: 17-30-16-29056-000-0480
LOCATED AT: 11443 61ST STREET NORTH

LOT 48, FOREST SQUARE SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 82, PAGES 27&28, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

A PARCEL CONTAINING 0.17 ACRES M.O.L.

PETITION FOR ANNEXATION TO THE CITY OF PINELLAS PARK, FLORIDA

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

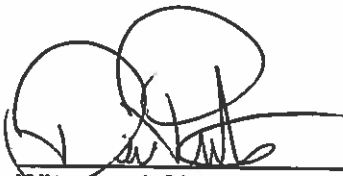
PARCEL: 17-30-16-29056-000-0480
(Located at 11443 61st Street North)

FOREST SQUARE LOT 48.

Containing 0.17 acres MOL

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

Shikuko K. Withrow
11431 61st Street North
Pinellas Park, FL 33782-2029



 Witness 1 Signature

OWNER'S SIGNATURE:



 SHIKUKO K. WITHROW, Owner



 Witness 1 Printed Name

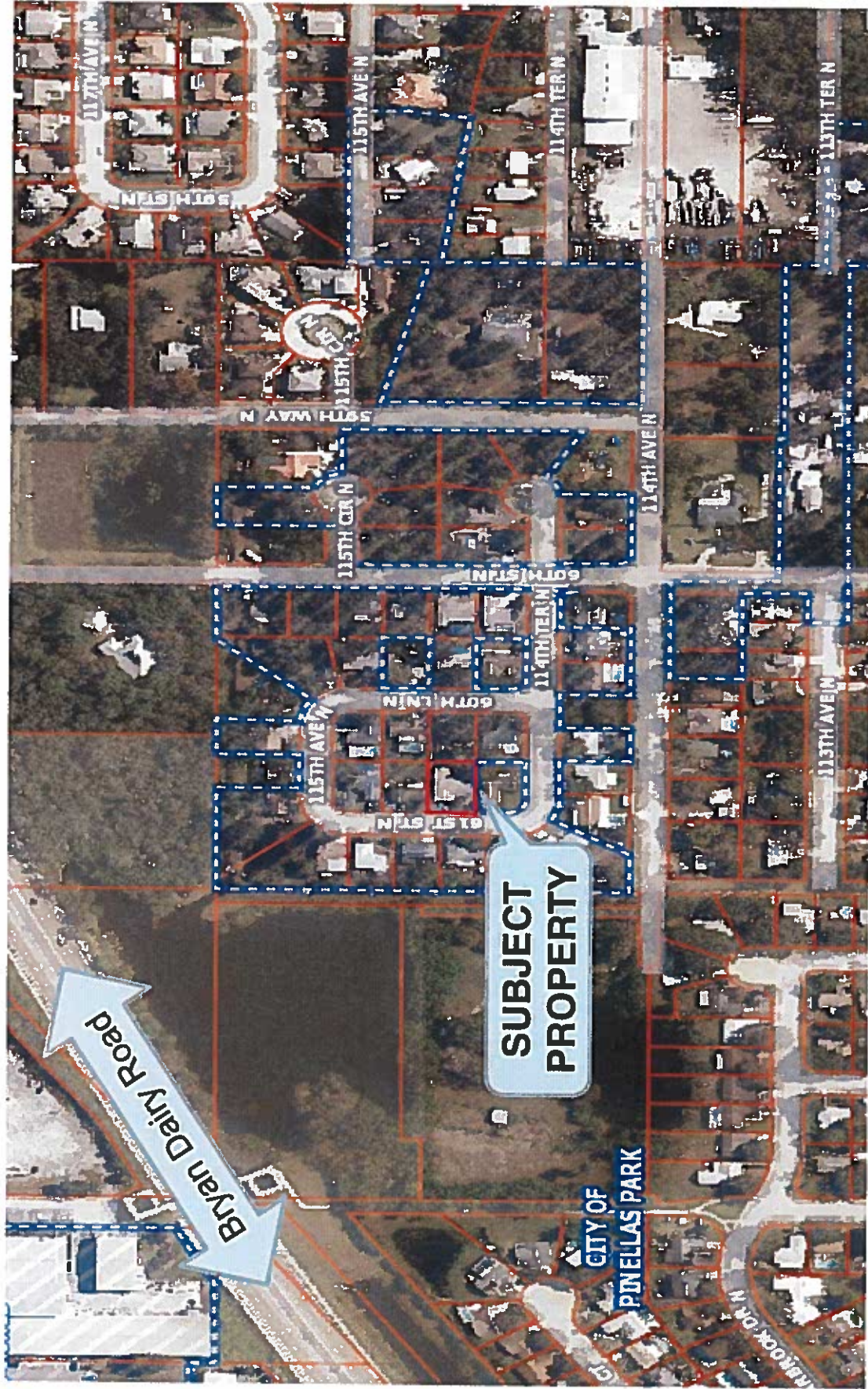


 Witness 2 Signature



 Witness 2 Printed Name

Phone number in case we need to reach you: 727-512-1020



17-30-16-29056-000-0480
11443 61st Street North

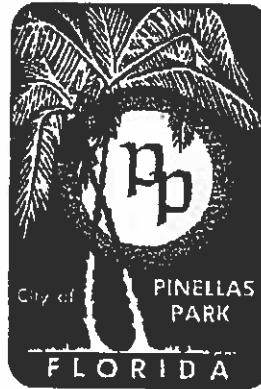
AX18-36

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

July 10, 2018

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

RE: City Document #18-173
Annexation Ordinance AX18-36. Withrow

Dear Ms. Conte:

I have received and reviewed the above-referenced Annexation Ordinance. Assuming that the property is in the legal name of the Petitioner, and that the correct legal description is inserted into 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, Deputy City Manager
Susan Walker, Community Development Administrator
Danny E. Taylor, Planning & Zoning Director

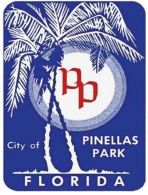
JWD/dh

18-173.07102018.LAC Annex Ord AX18-36 Withrow wpd



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City of Pinellas Park

Staff Report

File #: 18-509, **Version:** 1

Agenda Date: 8/9/2018

ORDINANCE NO. 4066. AMENDING ORDINANCE 4036 ADOPTING THE BUDGET FOR FISCAL YEAR 2017/2018

PUBLIC HEARING SECOND AND FINAL READING

(Speaker - Dan Katsiyannis, Management and Budget Administrator)

NOTE: The amendment contains the budget changes required for the Community Development Department restructuring into new divisions/cost centers. In addition, the required funds for the additional School Resources Officers for the last quarter of the year has been added to the Police Department operations budget. Additional funds have been added to the City's street light account of \$255,000 as a result of both LED lighting and new annexations.

The CRA fund has been amended for the salary and benefits for the Coordinator position and some minor maintenance items (from the contingency account \$43,797). The Capital Equipment fund has been amended for additional required depreciation of equipment of \$465,000. The Capital Improvement fund has been amended for the emergency sewer repair and for the work on the Park Blvd medians in total \$425,526. The Insurance Loss fund has been amended for an expense for a vehicle repair of \$9,456. As a result of this amendment, the City's overall budget will increase by \$1,622,832.

C11 on 7/26/18 Council agenda.

ACTION: (Pass - Deny) Ordinance No. 4066. Public hearing second and final reading.

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY OF PINELLAS PARK AMENDING SECTIONS I, V, VI, VII, AND VIII OF ORDINANCE NO. 4036, AN APPROPRIATION AND TAX LEVY ORDINANCE OF THE CITY OF PINELLAS PARK, PROVIDING FOR REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH, PROVIDING FOR SEVERABILITY, 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 Sections I, V, VI, VII, and VIII of Ordinance 4036 in and for the City of Pinellas Park, Florida, are amended (pursuant to the attached schedules) to read as follows:

SECTION I. GENERAL FUND

There is hereby appropriated from the revenues on hand and/or accruing from the collection of taxes levied and assessed General Fund expenses for the City for the fiscal year ending September 30, 2018, (the millage of real and personal property taxes being set at 5.4900 mills as aforesaid) and from revenues on hand and/or accruing from all other sources during the said fiscal year, and for the general operating expenses and obligations of the City of Pinellas Park during said fiscal year, in accordance with the attached budget amendment, the sum of fifty seven million, seven hundred eighty thousand, five hundred and forty five dollars (\$57,780,545).

(A) All revenues under Section I of this Ordinance shall be placed exclusively in the General Fund of the City of Pinellas Park, from which the expenditures for general operating purposes, debt retirement, capital improvements and all other necessary or proper expenses shall be paid.

(B) Revenues received or accrued for materials and/or service rendered, the volume or cost of which cannot be determined in advance so as to be included as a definite amount in the budget, for which the City is reimbursed shall be placed in the General Funds of the City and the cost of such materials and/or service shall be paid from the General Funds, and any excess of receipts above disbursements, shall become a part of the revenues of the City.

SECTION V. COMMUNITY REDEVELOPMENT FUND

There is hereby appropriated from the "Community Redevelopment Fund", which is created in accordance with the provisions of Section 163.387, Florida Statutes and City of Pinellas Park Ordinance Number 2047 for the purpose of financing the community redevelopment projects within the redevelopment area of the City of Pinellas Park; which revenues are derived from ad valorem taxes levied by each taxing authority on taxable real property contained within the geographic boundaries of the Redevelopment area in accordance with the existing budget Ordinance 4036 for the fiscal year ending September 30, 2018, the sum of two million,

seven hundred eleven thousand, five hundred and fifty-one dollars (\$2,711,551).

SECTION VI. CAPITAL EQUIPMENT REPLACEMENT FUND

There is hereby appropriated from the "Capital Equipment Replacement Fund", which revenues are derived from transfers from the General Fund and the Water and Sewer Revenue Fund and from any and all other sources during said fiscal year, for the purpose of capital equipment replacement and internal service expenses of the City of Pinellas Park, in accordance with the budget amendment attached, for the fiscal year ending September 30, 2018, the sum of nine million, ninety nine thousand, two hundred and seventy six dollars (\$9,099,276).

SECTION VII. CAPITAL IMPROVEMENT FUND

There is hereby appropriated from the "Capital Improvement Fund," which revenues are derived from transfers from the Public Improvement Revenue Fund and from any and all sources during said fiscal year, for the purpose of general capital improvement projects within the City of Pinellas Park, in accordance with the budget amendment attached, for the fiscal year ending September 30, 2018, the sum of eighteen million, three hundred four thousand, six hundred and ninety one dollars (\$18,304,691).

SECTION VIII. INSURANCE LOSS FUND

There is hereby appropriated from the "Insurance Loss Fund", which is governed by City of Pinellas Park Resolution Numbers 79-79 and 89-34 and which revenues are derived from transfers from the General and Water and Sewer Funds and from any and all sources during said fiscal year, for the purpose of providing limited self insurance to the City of Pinellas Park, in accordance with the schedules attached for the fiscal year ending September 30, 2018, the sum of two hundred and fifty nine thousand, nine hundred and thirty nine dollars (\$259,939).

SECTION TWO: Attached hereto and incorporated herein are schedules that amend Ordinance No. 4036. All Ordinances in conflict herewith are hereby repealed insofar as the same affect this Ordinance.

SECTION THREE: The provisions of the Ordinance and any parts or sub-parts thereof shall be deemed to be severable and independent of each other, and in the event that any portion or subsection of this Ordinance is found to be invalid or unenforceable, such findings shall not affect any remaining portions of 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 HEARINGS THE _____ DAYS OF _____, 2018.

PASSED THIS _____ DAY OF _____, 2018.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS _____ DAY OF _____, 2017.

Sandra L. Bradbury
MAYOR

ATTEST:

Diane Corna, MMC
CITY CLERK

**BUDGET AMENDMENT (ORDINANCE #####)
FISCAL YEAR 2017-2018**

**General Fund (001), Section I
Expenditures (Schedule B)**

	Beginning Budget	Increase	Decrease	Ending Budget
City Council (001111)				
Workers' Compensation				
524108	\$141	\$50		\$ 191
To appropriate additional funds.				
 City Pension Contribution				
523100	16,799		10,000	6,799
To reappropriate unused funds.				
 Operating Supplies				
533109	-	200		200
To reappropriate unused funds.				
 Special Services				
553305	12,500	2,600		15,100
To appropriate additional funds.				
 Memberships				
553404	15,500	1,100		16,600
To appropriate additional funds.				
City Attorney (001114)				
City Attorney (001114)				
518100	396,000	25,000		421,000
To appropriate additional funds.				
 Labor Relations Attorney				
558510	-	20,000		20,000
To appropriate funds for labor attorney				
City Manager (001121)				
Full Time				
511105	189,273	97,755		287,028
To reappropriate funds due to restructuring.				
 Auto Allowance				
519108	3,600	1,310		4,910
To reappropriate funds due to restructuring.				
 Social Security				
521104	14,755	7,578		22,333
To reappropriate funds due to restructuring.				
 Workers Compensation				
524108	270	200		470
To reappropriate funds due to restructuring.				
Planning & Zoning (001132)				
Overtime				
512103	1,800	1,000		2,800
To appropriate funds.				
Community Services (001152)				
Full Time Salaries				
511105	296,350		105,500	190,850

	Beginning Budget	Increase	Decrease	Ending Budget
To reappropriate funds due to restructuring				
Overtime				
512103	-	1,000		1,000
To appropriate funds.				
Auto Allowance				
519108	2,400		1,135	1,265
To reappropriate funds due to restructuring				
Social Security				
521104	24,002		8,071	15,931
To reappropriate funds due to restructuring				
Group Insurance				
522102	28,367		10,000	18,367
To reappropriate funds due to restructuring				
City at Large (001171)				
Operating Supplies				
533109	-	6,000		6,000
To appropriate funds for general supplies.				
Misc. Property Taxes				
552505	-	1,800		1,800
To appropriate funds.				
Obsolete Inventory				
553925	-	6,500		6,500
To appropriate funds for obsolete items.				
Police Operations (001212)				
Full Time Salaries				
511105	6,236,248	25,000		6,261,248
To appropriate funds for 4 SRO's for last qtr.				
Secondary Employment				
514109	-	275,000		275,000
To appropriate funds for abnormaltiy of munis payroll.				
Operating Supplies-Gifts				
533901	-	4,000		4,000
To appropriate gift funds				
Operating Supplies-Gifts Rodeo				
533919	-	15,500		15,500
To appropriate gift funds rodeo				
Capital Equipment				
562108	28,748	15,000		43,748
To appropriate funds for training room furniture				
Central Communications (001214)				
Telephone				
554105	13,127	3,000		16,127
To appropriate additional funds for telephone com. Ctr.				
Police CRA (001215)				
Overtime				
512103	18,000	18,000		36,000
To appropriate funds for overtime for the CRA district.				

	Beginning Budget	Increase	Decrease	Ending Budget
Secondary Employment				
514109	-	42,000		42,000
To appropriate funds for contractual overtime.				
Fire Administration (001221)				
Overtime				
512103	26,346	4,500		30,846
To appropriate funds for overtime for adm.				
Part Time				
513101	-	15,000		15,000
To appropriate funds for part time adm. Work				
Unemployment Compensation				
525105	-	3,000		3,000
To appropriate funds for Unempl. Comp.				
Building Internal Services				
542209	9,707	3,500		13,207
To appropriate additional funds for bldg. svcs.				
Fire Station 33 (001222)				
Full Time Salaries				
511105	842,962		20,000	822,962
To reappropriate funds for overtime				
Overtime				
512103	64,419	20,000		84,419
To appropriate funds for overtime.				
Fire Station 34 (001223)				
Full Time Salaries				
511105	543,227		20,000	523,227
To reappropriate funds for overtime				
Overtime				
512103	40,779	25,000		65,779
To appropriate funds for overtime.				
Group Insurance				
522102	153,539		5,000	148,539
To reappropriate funds.				
Fire Station 35 (001224)				
Overtime				
512103	40,665	9,000		49,665
To appropriate funds for overtime.				
Group Insurance				
522102	121,493		4,000	117,493
To reappropriate funds for overtime.				
Vehicles				
545905	127,648		5,000	122,648
To reappropriate funds for overtime.				
Fire Station 16 (001226)				
Full Time Salaries				
511105	554,161		16,000	538,161
To appropriate funds for overtime.				

	Beginning Budget	Increase	Decrease	Ending Budget
Overtime				
512103	42,888	10,000		52,888
To appropriate funds for overtime.				
Motor Vehicles Internal Services				
545905	6,500	6,000		12,500
To appropriate additional funds for bldg. svcs.				
EMS (001231)				
Full Time Salaries				
511105	1,652,282		26,900	1,625,382
To appropriate funds for overtime.				
Overtime	111,255	25,000		136,255
512103				
To appropriate funds for overtime.				
Operating Supplies-Gifts				
533901	-	1,900		1,900
To appropriate gift funds				
Building Development (001251)				
Full Time				
511105	859,498	21,000		880,498
To appropriate funds for inspector pay adjustment				-
Social Security				
521104	66,318	5,073		71,391
To appropriate funds for inspector pay adjustment				
Public Works Administration (001341)				
Group Insurance				
522102	19,782	14,640		34,422
To appropriate additiional funds due to restructuring.				
Operating Supplies-Gifts				
533901	-	1,723		1,723
To appropriate funds.				
Building Internal Services				
542209	6,679	5,000		11,679
To appropriate additional funds for office renovations				
Travel and Training				
553503	1,500	2,500		4,000
To appropriate additional funds for training				
Electricity				
554501	1,185	3,000		4,185
To appropriate additonal funds due to new Complex.				
Transportation (001412)				
Street Lights				
554600	770,000	255,500		1,025,500
To appropriate additional funds as a result of annexations and LED lights.				
Stormwater (001414)				
Motor vehicles internal services				
545905	108,744	40,000		148,744

	Beginning Budget	Increase	Decrease	Ending Budget
To appropriate additiional funds for additional repairs to drainage vehicles.				
Economic Development (001812)				
Full Time				
511105	-	98,500		98,500
To reappropriate funds				
Overtime				
512103	-	750		750
To appropriate funds for overtime.				
Social Security				
521104	-	7,536		7,536
To reappropriate funds				
Group Insurance				
522102	-	18,187		18,187
To reappropriate funds				
City Pension Contribution				
523100	-	16,475		16,475
To reappropriate funds				
Workers Compensation				
524108	-	250		250
To reappropriate funds				
Office Supplies				
531103	-	750		750
To reappropriate funds				
Operating Supplies				
533109	-	800		800
To reappropriate funds				
Building internal Service Costs				
542209	-	3,500		3,500
To reappropriate funds				
Data Processing Services				
551606	-	2,500		2,500
To reappropriate funds				
Memberships				
553404	-	1,300		1,300
To reappropriate funds				
Travel and Training				
553503	-	2,500		2,500
To reappropriate funds				
Telephone				
554105	-	800		800
To reappropriate funds				
Wireless Services				
554204	-	500		500
To reappropriate funds				
Water				

	Beginning Budget	Increase	Decrease	Ending Budget
554303	-	250		250
To reappropriate funds				
Electricity				
554501	-	750		750
To reappropriate funds				
Equipment Rental				
556100	-	400		400
To reappropriate funds				
Community Development Admin (001813)				
Full Time				
511105	352,210		121,440	230,770
To reappropriate funds				
Overtime				
512103	-	1,000		1,000
To reappropriate funds				
Auto Allowance				
519108	2,400	100		2,500
To reappropriate funds				
Social Security				
521104	27,128		9,213	17,915
To reappropriate funds				
Group Insurance				
522102	75,968		43,000	32,968
To reappropriate funds				
City Pension Contribution				
523100	59,326		45,500	13,826
To reappropriate funds				
Workers Compensation				
524108	496	100		596
To reappropriate funds				
Neighborhood Services (001815)				
Full Time				
511105	454,629		38,500	416,129
To reappropriate funds				
Overtime				
512103	9,000		1,000	8,000
To reappropriate funds				
Social Security				
521104	36,716		3,021	33,695
To reappropriate funds				
Group Insurance				
522102	116,070		5,000	111,070
To reappropriate funds				
City Pension Contribution				
523100	61,881		13,300	48,581
To reappropriate funds				
Total	14,665,281	1,197,877	511,580	15,351,578

	Beginning Budget	Increase	Decrease	Ending Budget
General Fund (001), Section I Revenue (Schedule A)				
Unappropriate reserve - carryover (00130100) 300103 To budget funds	\$ 1,715,007	\$ 274,549	\$ -	\$ 1,989,556
Plan Reviews (00132200) 321315 To budget fund	156,000	65,000		221,000
Building Permits 322107 To budget additional revenue	250,000	75,000		325,000
Plumbing Permits 322206 To budget additional revenue	24,000	7,500		31,500
Electrical Permits 322404 To budget additional revenue	50,000	12,500		62,500
Gas Permits 322503 To budget additional revenue	1,800	1,600		3,400
Fire & Life Safety Permits 3236014 To budget additional revenue	36,000	20,000		56,000
Fire Incentive Pay 345512 To adjust revenue based on earlier actual.	-	5,510		5,510
County EMS/First Response Agr. 345304 To adjust revenue based on earlier actual.	-	4,337		4,337
County EMS-City Wide 345306 To adjust revenue based on earlier actual.	2,450,000		318,000	2,132,000
Fuel Surcharge 392407 To adjust revenue based on earlier actual.	-	2,771		2,771
Vacant Property Registration 351213 To adjust revenue based on earlier actual.	85,000		35,000	50,000
EMS Charges 352203 To adjust revenue based on earlier actual.	999,772	421,630		1,421,402
Police Contract Services 352419 To adjust revenue based on earlier actual.	270,000	30,000		300,000

	Beginning Budget	Increase	Decrease	Ending Budget
Recreation Fees				
357202	117,000	12,000		129,000
To adjust revenue based on earlier actual.				
Court Fines				
361105	166,000	30,000		196,000
To adjust revenue based on earlier actual.				
Performing Arts Revenue				
372425	50,000	60,000		110,000
To adjust revenue based on earlier actual.				
Donations from Private Citizens				
376509	18,000	17,000		35,000
To adjust revenue based on earlier actual.				
Harvest Festival				
376533	21,000		21,000	-
To adjust revenue based on earlier actual.				
Refund of Prior Yr				
376400	2,500	20,900		23,400
To adjust revenue based on earlier actual.				
Total	\$ 6,412,079	\$ 1,060,297	\$ 374,000	\$ 7,098,376

**General Fund (001), Section I
Summary**

Expenditures	\$ 57,094,248	\$ 1,197,877	\$ 511,580	\$ 57,780,545
Revenue	\$ 57,094,248	\$ 1,060,297	\$ 374,000	\$ 57,780,545

**Community Redvelopment Fund (TIF) (106), Section V
Expenditures (Schedule I)**

Community Redevelopment (113)

Full Time				
511105	\$ -	\$ 30,923		\$ 30,923
To appropriate funds for Coordinator				
Social Security				
521104	0	2367		2,367
To appropriate funds for Coordinator				
Group Insurance				
522102	0	3500		3,500
To appropriate funds for Coordinator				
City Pension Contribution				
523100	0	5257		5,257
To appropriate funds for Coordinator				
Workers' Comepsnation				
524108	0	300		300
To appropriate funds for Coordinator				
Memberships				
553404	1050	500		1,550
To revise estimate				
General Insurance				
555102	14650	700		15,350

	Beginning Budget	Increase	Decrease	Ending Budget
To revise estimated premium				
Equipment Rental				
556100	0	250		250
To appropriate funds				
Contingency				
559906	50000		43797	6,203
To reappropriate funds				
Total	\$ 65,700	\$ 43,797	\$ 43,797	\$ 65,700

**Comm. Redev. Fund (106), Section V
Revenue (Schedule H)**

Carryforward				
300103	\$37,667	\$0	\$1,081	\$ 36,586
To revise estimate				
Contribution from Pinellas County				
345405	1,296,580	2,924		1,299,504
To revise estimate for County Ad Valorem				
Donations from private sources				
376509	-	560		560
To budget revenue				
Miscellaneous Revenue				
376103	25	100		125
To budget revenue				
Transfer from the General Fund				
381103	1,326,179		2,503	1,323,676
To revise estimate of City Ad Valorem taxes				
Total	\$2,660,451	\$3,584	\$3,584	\$2,660,451

**Comm. Redev. Fund (106), Section V
Summary**

Expenditures	\$ 2,711,551	\$ 43,797	\$ 43,797	\$ 2,711,551
Revenue	\$ 2,711,551	\$ 3,584	\$ 3,584	\$ 2,711,551

**Capital Equipment Replacement Fund (501), Section VI
Expenditures (Schedule L)**

Police (501212)				
566109	\$ 464,331	\$ 13,000		\$ 477,331
additional funds for vehicle purchases				
Facilities (501821)				
Capital Equipment				
562108	6,400	2,500	-	8,900
To provide for the purchase of an ice machine.				
Fleet Maintenance (501831)				
Workers Compensation				
524108	11,044	4,000		15,044
To provide additional funds for ins. Premiums.				
Operating Equipment				
533110	-	4,053	-	4,053
To appropriate funds for hand equipment.				

	Beginning Budget	Increase	Decrease	Ending Budget
Building Internal Services 542209	24,022	13,000		37,022
To appropriate additional funds for structural changes.				
City at Large (501177)				
599905	950,000	465,000		1,415,000
Depreciation Machinery & Equipment To adjust estimated depreciation expense.				
Total	\$ 991,466	\$ 501,553	\$ -	\$ 1,480,019

**Capital Equipment Replacement Fund (501), Section VI
Revenue (Schedule K)**

Unappropriate reserve - carryover (50130100) 300103	\$ 1,960,646	\$ 268,893	\$ -	\$ 2,229,539
To revise the required amount of carryover for CER				
Sale of City Asset 375105	-	790		790
To budget revenue				
Sale of City Asset 375204	-	115,816		115,816
To budget revenue				
Gain/Loss on Asset Disposal 375212	-	116,054		116,054
To budget revenue				
Total	\$ 1,960,646	\$ 501,553	\$ -	\$ 2,229,539

**Capital Equipment Replacement Fund (501), Section VI
Summary**

Expenditures	\$ 8,597,723	\$ 501,553	\$ -	\$ 9,099,276
Revenue	\$ 8,597,723	\$ 501,553	\$ -	\$ 9,099,276

**Capital Improvement Fund (301), Section VII
Expenditures (Schedule N)**

City at Large (175)				
LED Signs Upgrade 562520	\$ 200,000	\$ 20,000	\$ 200,000	\$ 20,000
Signs were late last year. A/C Assmt \$20,000				
City-wide Homeowners Impr. Grant 573048	50,000	25,000		75,000
To provide additional funds for post Irma fixups.				
Public Works Complex (19,000 for gym) 575902	2,352,814	195,000		2,547,814
To carry funds over from the prior fiscal year				
Fire Rescue (282)				
Air Conditioning Upgrade (Station 33) 562520	-	20,000		20,000
To install new air conditioning.				
Flood Control (382)				
Land ROW 562504	0	8000		8,000

	Beginning Budget	Increase	Decrease	Ending Budget
Purchase 10875 60st ROW				
Water & Sewer (381)				
Capital Impr. Infrastructure				
562538	2,269,697	150,000		2,419,697
To appropriate funds for emergency sewer repair 122nd Ave and West St.				
Drainage (382)				
562504	-	8,000		8,000
To appropriate funds for right of way buy (60th st..				
Transportation (481)				
562520	185,000	170,000		355,000
To appropriate funds for work on Park Blvd. medians				
Culture & Recreation (781)				
562520	3,653,665	29,526		3,683,191
To record funds received for WWAR				
Total	\$ 8,711,176	\$ 625,526	\$ 200,000	\$ 9,136,702

**Capital Improvements Fund (301), Section VII
Revenue (Schedule M)**

Unappropriate reserve - Carryover (30100)				
300103	\$ 5,576,058	\$ 171,963		\$ 5,748,021
To revise the required amount of carryover for CIP				
Swiftmud Cooperative (30133139)				
339259	-	123,463		123,463
To budget grant revenue				
Donation from Private Sources (30136600)				
376509	-	6,770		6,770
To budget revenue				
Insurance Claims (30136990)				
375303	-	123,330		123,330
To budget Claim revenue				
Total	\$ 5,576,058	\$ 425,526	\$ -	\$ 6,001,584

**Capital Improvements Fund (301), Section VII
Summary**

Expenditures	\$ 17,879,165	\$ 625,526	\$ 200,000	\$ 18,304,691
Revenue	\$ 17,879,165	\$ 425,526	\$ -	\$ 18,304,691

**Insurance Loss Fund (511) (Section VIII)
Expenditures (Schedule P)**

Police CRA (215)				
Property Damage Repair				
549204	\$ -	\$ 9,456	\$ -	\$ 9,456
To appropriate funds for vehicle repair.				
Total	\$ -	\$ 9,456	\$ -	\$ 9,456

**Insurance Loss Fund (511) (Section VIII)
Revenues (Schedule O)**

Carry Forward				
3001-03	\$ 120,717	\$ 9,456	\$ -	\$ 130,173
To adj. pens. contrib. for changes in valuation report				
Total	\$ 120,717	\$ 9,456	\$ -	\$ 130,173

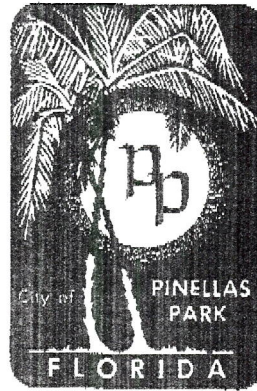
	Beginning Budget	Increase	Decrease	Ending Budget
Insurance Loss Fund (511) (Section VIII)				
Summary				
Expenditures	\$ 250,483	\$ 9,456	\$ -	\$ 259,939
Revenue	\$ 250,483	\$ 9,456	\$ -	\$ 259,939
All Budgeted Funds Summary				
Expenditures	\$ 131,118,507	\$ 2,378,209	\$ 755,377	\$ 132,741,339
Revenue	\$ 131,118,507	\$ 2,000,416	\$ 377,584	\$ 132,741,339

City of
PINELLAS PARK

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Please Respond To:

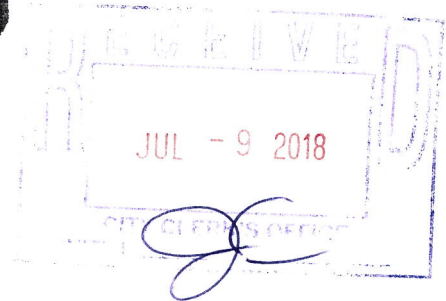
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Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
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July 9, 2018



Mr. Dan Katsiyiannis
OMB Administrator
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #18-168
Budget Amendment Ordinance

Dear Mr. Katsiyiannis:

I have received and reviewed the above-referenced Budget Amendment Ordinance. I note that the last sentence of Section V reads: "two million, seven hundred eleven thousand, five hundred and fifty five dollars (\$2,711,551)." The sentence should be corrected to read "two million, seven hundred eleven thousand, five hundred fifty-one dollars (\$2,711,551)." I also note that the end of Section VII should be updated to make the word "eighteen" one word.

Once the above changes are made, 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, Deputy City Manager

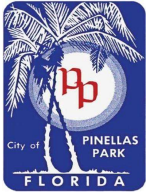
JWD/dh

18-168.07092018.LDK.Budget Amend Ord.wpd



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City of Pinellas Park

Staff Report

File #: 18-546, Version: 1

Agenda Date: 8/9/2018

RESOLUTION 18-19. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA ADOPTING THE 2018 - 2022 COMMUNITY DEVELOPMENT BLOCK GRANT CONSOLIDATED PLAN AND 2018 - 2019 ANNUAL ACTION PLAN.

PUBLIC HEARING FIRST AND FINAL READING

(Speaker - Tammy Hillier, Community Services Manager)

NOTE: In 1995, the U.S. Department of Housing & Urban Development (HUD) created the Consolidated Plan to serve as a planning document of state and local grantee governments and to support their applications for funding under any of the Community Planning and Development formula grant programs.

The City of Pinellas Park's 2018 - 2022 Consolidated Plan attempts to forecast activities, strategies and funding over five years, and the Consolidated Plan is predicated on best available data. The data includes, but is not limited to, demographics, housing, employment, income and market trends. The statutory purpose of the Community Development Block Grant (CDBG) program is summarized into three objectives: 1) Creating suitable living environments; 2) Providing decent housing; and 3) Facilitating economic opportunities. The 2018 - 2019 Annual Action Plan is a component of the five year Consolidated Plan, and serves as an annual evaluation of the Consolidated Plan. The Annual Action Plan is needed for continued annual CDBG funding. The Plan describes the activities and/or projects to be undertaken during the next fiscal year utilizing CDBG formula grant funds. The Annual Action Plan also summarizes performance of objectives and outcomes identified as priorities for the City.

Based on the needs assessment, the City of Pinellas Park has identified the following priority activities to be undertaken during the next five years: Priority 1) Public Facilities and Infrastructure - provision of adequate public facilities and infrastructure to enhance livability of low- and moderate-income neighborhoods; Priority 2) Rehabilitation of Owner-Occupied Housing - focus on improving health and safety, code violations, accessibility and sustainability for extremely low-to-moderate income residents below 50% of the Area Median Income level (including, but not limited to residents who are elderly, disabled, and veterans); Priority 3) Public Services - Beginning in Program Year 2019 - 2020, the City of Pinellas Park will make available funds to agencies providing activities which fall within the priority needs stated in the City's Consolidated Plan: (1) public facility and improvement projects in special districts or which serve low- to moderate-income or special needs populations, including the homeless; (2) service and operation activities which serve low- to moderate-income or special needs populations, including the homeless, and activities which affirmatively further fair

housing; and (3) public infrastructure projects in special districts.

In compliance with 24 CFR Part 91, the City of Pinellas Park has followed the requirements for submitting the 2018 - 2022 Consolidated Plan, the 2018 - 2019 Annual Action Plan and other HUD required documents including: the Citizen Participation Plan and the Analysis of Impediments to Fair Housing Choice.

ACTION: (Adopt - Deny) Resolution 18-19.

RESOLUTION NO. 18-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA ADOPTING THE 2018 - 2022 COMMUNITY DEVELOPMENT BLOCK GRANT CONSOLIDATED PLAN AND 2018 - 2019 ANNUAL ACTION PLAN.

WHEREAS, pursuant to regulation of the United States Department of Housing and Urban Development (HUD), the City of Pinellas Park is required to submit a five-year Consolidated Plan and an Annual Action Plan; and

WHEREAS, the City of Pinellas Park is entitled under 24 Code of Federal Regulations (CFR) Part 91, et al., to receive Community Development Block Grant (CDBG) funds from HUD; and

WHEREAS, the City Council of Pinellas Park, Pinellas County, Florida has determined that it is in the best interests of the citizens of Pinellas Park that the City submit a five-year plan to HUD for said funds in accordance with 24 CFR Part 91; and

WHEREAS, the public notices, hearings, and other pre-submission requirements as set forth in 24 CFR Part 91 have been accomplished by the City including, but not limited to, the following: a public hearing held on Thursday, August 9, 2018 to consider the plan and to obtain views of citizens regarding the City's five-year Consolidated Plan of which the Annual Action Plan for 2018 - 2019 is included; and

WHEREAS, the Mayor and City Council of Pinellas Park, Pinellas County, Florida does meet now this August 9, 2018 to adopt the City's five-year Consolidated Plan for CDBG.

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 City of Pinellas Park hereby adopts its five-year Consolidated Plan for CDBG.

SECTION TWO: That the Mayor, as the official representative of the City, is hereby authorized to submit the City's five-year Consolidated Plan for CDBG, together with additional information and certifications as may be required under 24 CFR Part 91, to the United States Department of Housing and Urban Development.

SECTION THREE: That the Mayor, as the official representative of the City, is hereby authorized to sign and execute the HUD Grant Agreement, if required.

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

PUBLISHED THE _____ DAY OF _____, 2018.

FIRST READING _____ DAY OF _____, 2018.

PUBLIC HEARING THE _____ DAY OF _____, 2018.

ADOPTED THIS _____ DAY OF _____, 2018.

Sandra L. Bradbury
MAYOR

ATTEST:

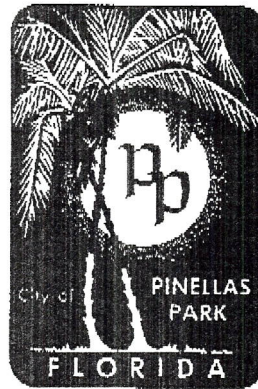
Diane M. Corna, MMC
CITY CLERK

City of
PINELLAS PARK

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

Please Respond To:

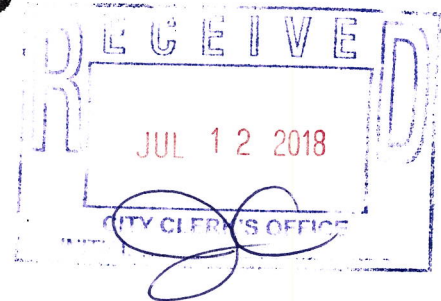
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July 12, 2018



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

**RE: City Document #18-180
Resolution to Adopt CDBG 5-Year
Consolidated Plan and an Annual Action Plan**

Dear Ms. Hillier:

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

Very truly yours,

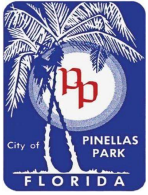
For James W. Denhardt
City Attorney

cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Deputy City Manager
Susan Walker, Community Development Administrator

JWD/dh
18-180.07122018.LTH.Rea CDBG 5 Yr Cons Plan.wpd



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City of Pinellas Park

Staff Report

File #: 18-531, **Version:** 1

Agenda Date: 8/9/2018

RESOLUTION NO. 18-18. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, FLORIDA, VACATING AN UNUSED AND UNIMPROVED RIGHT-OF-WAY SECTION OF 40TH STREET BETWEEN 110TH AVENUE AND LAKE BOULEVARD; PROVIDING FOR AN EFFECTIVE DATE. (V 2018-7, CITY OF PINELLAS PARK)

PUBLIC HEARING FIRST AND FINAL READING

(Speaker - Danny Taylor, Planning and Zoning Director)

NOTE: The City is requesting to vacate an unimproved and unused section of right-of-way generally located at 40th Street between 110th Avenue and Lake Boulevard. The properties to the east and west are vacant/pond owned by the County and they are seeking to create a larger retention pond. At their meeting of July 5, 2018, the Planning and Zoning Commission recommended approval.

ACTION: (Adopt - Deny) Resolution No. 18-18. Public hearing first and final reading.

RESOLUTION NO. 18-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, FLORIDA, VACATING AN UNNEEDED, UNUSED, AND UNIMPROVED RIGHT-OF-WAY SECTION OF 40TH STREET BETWEEN 110TH AVENUE AND LAKE BOULEVARD; PROVIDING FOR AN EFFECTIVE DATE. (V 2018-7, City of Pinellas Park)

WHEREAS, the City of Pinellas Park has initiated a petition to vacate portions of a right-of way generally located under pond lots at 40th Street between 110th Avenue and Lake Boulevard; and

WHEREAS, the Planning and Zoning Commission has recommended to City Council that said right-of-way serves no useful purpose and it is in the general interest of the public that the same be vacated, discontinued and closed; and

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 following described portion of right-of-way over and under, above and across the following described real property are hereby vacated:

THE PORTION OF LAND LEGALLY DESCRIBED IN EXHIBIT "A", WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

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

PUBLISHED THE _____ DAY OF _____, 2018.

FIRST READING _____ DAY OF _____, 2018.

PUBLIC HEARING THE _____ DAY OF _____, 2018.

ADOPTED 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"

THAT PORTION OF 40TH STREET RIGHT OF WAY TO BE VACATED IS LOCATED IN THE SOUTH 1/2 OF SECTION 15, TOWNSHIP 30 SOUTH, RANGE 16 EAST, BEING FURTHER DESCRIBED AS FOLLOWS:

THE WEST 15.00' OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 30 SOUTH, RANGE 15 EAST, LESS THE NORTH 15.00' AND LESS THE SOUTH 148.44', ALONG WITH THE EAST 15.00' OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 30 SOUTH, RANGE 16 EAST, LESS THE NORTH 15.00' AND LESS THE SOUTH 148.44'.

City of
PINELLAS PARK

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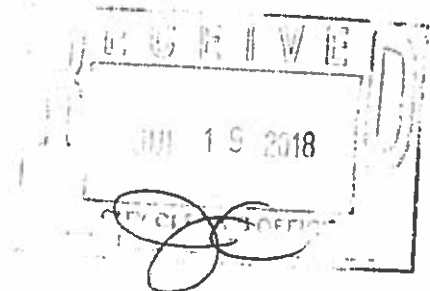
Please Respond To:

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) 323-0900 • Facsimile

July 19, 2018

**FLORIDA**

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Ms. Carrie Moss
Planning & Zoning Division
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #18-189
Vacation Resolution V 2018-7

Dear Ms. Moss:

I have received and reviewed the above-referenced resolution. The title of the resolution should be updated to read "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, FLORIDA, VACATING AN UNNEEDED, UNUSED AND . . ."

With that change, I would approve of the resolution 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, Deputy City Manager
Susan Walker, Community Development Administrator
Danny E. Taylor, Planning & Zoning Director

JWD/dh

18-135 07192018 LCM.Vacation Res V 2018-7.wpd



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PUBLIC HEARING OPENED

1. CASE NO.: V 2018-7

REQUEST: Consideration of a request for the vacation of the unused and unimproved right-of-way of 40th Street from Lake Boulevard to 110th Avenue.

LOCATION: 40th Street between Lake Boulevard and 110th Avenue

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

QUESTIONS FOR STAFF

None

PROPONENTS

None

OPPONENTS

None

PUBLIC HEARING CLOSED

BOARD DISCUSSION

MOTION was made by Mr. Madden and **SECONDED** by Mr. Bommattei to **RECOMMEND APPROVAL** for Case no. V 2018-7.

ROLL CALL VOTE

Aye: Braitling, Bommattei, Madden, Shelley, Kapadia, Kummerer

Nay: None

MOTION CARRIED UNANIMOUS VOTE

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

CASE NUMBER: V 2018-7

APPLICANT: CITY

PZ HEARING: July 5, 2018

CC HEARING: August 9, 2018

=====

I. GENERAL INFORMATION

A. Request:

Consideration of a request for the vacation of the unused and unimproved right-of-way of 40th Street from Lake Boulevard to 110th Avenue.

B. Purpose: Eliminate unusable right-of-way.
Requested by Public Works.

C. Location: 40th Street between Lake
Boulevard and 110th Avenue

D. Site Area: 30' x 1,123.12' (MOL)

E. Land Use Plan Designation: "RU" Residential Urban

Zoning District: "RPUD" Residential Planned
Unit Development

F. Public Notification: June 15, 2018

G. Legal Advertising: June 15, 2018

H. Utility Releases: All received

I. Legal Description: "Exhibit A"

II. SITE AND VICINITY CHARACTERISTICS

A. Zoning/Development History:

The right-of-way was dedicated by the plat of Pinellas Groves (Plat Book 1, Page 55).

B. Site characteristics:

This street is 30 feet wide and 1,153.12 feet long, unused and unimproved. This street is under pond lots owned by Pinellas County.

C. Vicinity Characteristics:

AREA	LAND USE PLAN MAP	ZONING	EXISTING CONDITIONS
NORTH	IL	M-1	Unincorporated County General Service Landfill
SOUTH	RU	RPUD	Single family dwellings
EAST	RU	RPUD	Vacant/pond Lots
WEST	RU	RPUD	Vacant/pond Lots

D. Traffic Circulation and Impact:

None

E. Essential Services Summary:

Planning & Zoning Director: No objection

Building Director: No objection

Life Safety Management: No objection

Police Department Crime Prevention Officer: No objection

PPWMD Executive Director: Not in PPWMD Jurisdiction

Public Works Divisions

Public Works Administrator: No objection

Engineering Services Director: No objection

Utilities Director: No objection

Transportation/Stormwater Director: No objection

Reviewed with Community Development Administrator on: 6/14/18 

III. COMPREHENSIVE PLAN REVIEW

A. Transportation Element:

Consistent X Inconsistent Not applicable

The proposed vacation will remain consistent with the Transportation Element of the City's Adopted Comprehensive Plan.

Policy T.1.4.1

Avoid the vacation of rights-of-way, alleys, easements if they serve a purpose, provide principal or secondary access to a parcel.

IV. SUMMARY REPORT

A. Development Considerations: None

B. Waivers Requested: None

V. FINDINGS OF FACT

After review of Case No. V 2018-7, the Zoning Division has identified the following Findings of Fact: That,

1. The vacation is consistent with the policies of the Comprehensive Plan.
2. The various utility agencies and City divisions have no objection to the vacation.

"Exhibit A"

THAT PORTION OF 40TH STREET RIGHT OF WAY TO BE VACATED IS LOCATED IN THE SOUTH 1/2 OF SECTION 15, TOWNSHIP 30 SOUTH, RANGE 16 EAST, BEING FURTHER DESCRIBED AS FOLLOWS;

THE WEST 15.00' OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 30 SOUTH, RANGE 15 EAST, LESS THE NORTH 15.00' AND LESS THE SOUTH 148.44', ALONG WITH THE EAST 15.00' OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 30 SOUTH, RANGE 16 EAST, LESS THE NORTH 15.00' AND LESS THE SOUTH 148.44'.

A PARCEL CONTAINING 0.79 ACRES M.O.L.

V 2018-7 40th St from Lakes Blvd to 110th Ave

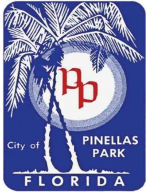


May 16, 2018

- CSX Railroad Lines
- Channels
- Centerlines
- Waterbodies
- Channel
- Ditch
- DRY
- WET

City of Pinebliss Park, Jason A. Griffin, Kevin Marlow
 Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS,
 FAO, NPS, NRCAN, Geobase, IGN, Kadaster NL, Ordnance Survey, Esri
 Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap

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City of Pinellas Park

Staff Report

File #: 18-473, **Version:** 1

Agenda Date: 8/9/2018

ORDINANCE NO. 4067. ANNEXING INTO THE CITY OF PINELLAS PARK A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 8000 PARK BOULEVARD (EIDE WHOLESALE, LLC AX01-TBA)

FIRST READING PRIOR TO PUBLIC HEARING

NOTE: This is a voluntary annexation of 4.33 acres MOL of contiguous commercial property located at 8000 Park Boulevard.

ACTION: (Pass - Deny) Ordinance No. 4067.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF PINELLAS PARK, FLORIDA, ANNEXING INTO THE CITY A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 8000 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.

(EIDE WHOLESALE, LLC AX01-TBA)

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 8000 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, CH which is the closest compatible to the County C-2, 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

EIDE Wholesale, LLC
PARCEL: 25-30-15-00000-430-0300
LOCATED AT: 8000 Park Boulevard

THAT PORTION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 15 EAST, RUN NORTH 89°38'16" WEST ALONG THE NORTH LINE OF SAID SOUTH 1/2 FOR A DISTANCE OF 1164.00'; THENCE SOUTH 00°41'44" WEST 65.00' TO THE POINT OF BEGINNING; THENCE SOUTH 00°41'44" WEST 50.00'; THENCE SOUTH 24°07'08" WEST 108.17'; THENCE SOUTH 00°41'44" WEST 215.00'; THENCE NORTH 89°38'16" WEST 504.45'; THENCE NORTH 00°21'44" EAST 364.00'; THENCE SOUTH 89°38'16" EAST 549.57' TO THE POINT OF BEGINNING. SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS OF RECORD.

A PARCEL CONTAINING 4.32 ACRES M.O.L.

PETITION FOR ANNEXATION TO THE CITY OF PINELLAS PARK, FLORIDA

The undersigned, being the sole OWNER(s) 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, and further requests the City of Pinellas Park to forthwith undertake annexation proceedings to annex the said real property:

PARCELS: 25/30/15/00000/430/0300
(Located at 8000 Park Boulevard N)

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTH ½ OF THE SOUTHEAST ¼;
THENCE WEST 1164 FEET, THENCE SOUTH 65 FEET FOR THE POINT OF BEGINNING;
THENCE SOUTH 50.0 FEET; THENCE SOUTH 24• WEST 108.17 FEET; THENCE SOUTH
215 FEET; THENCE WEST 504.46 FEET; THENCE NORTH 364.0 FEET; THENCE EAST
549.57 FEET TO THE POINT OF BEGINNING

Containing 4.33 acres MOL

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

Jocin Partnerships, LLC
Att: Tim Christian
1300 South Washington Street
Grand Forks, North Dakota 58201
(701) 746-9353

JOCIN PARTNERSHIPS, LLC


Witness


TIM CHRISTIAN, VICE-PRESIDENT


Witness


SEAL



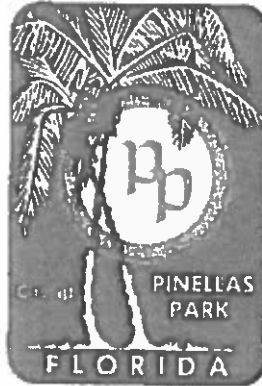
25-30-15-00000-430-0300
8000 Park Boulevard

AX01-TBA

City of

PINELLAS PARK

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



FLORIDA

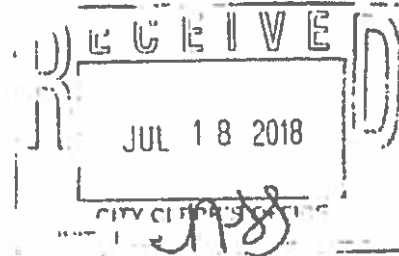
PHONE • (727) 369-0700
FAX • (727) 544-7448

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

July 17, 2018

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



RE: City Document #18-133
Annexation Ordinance AX01-TBA, EIDE Wholesale, LLC

Dear Ms. Coughlin:

It is my understanding that the City has attempted numerous times to speak directly with the new property owners regarding the above-referenced annexation. These attempts have included a certified letter, informing them that a previous Annexation Agreement was on file with the City, the City wished to now proceed forward with the annexation, and if they had any objections to contact the City by a certain date. The City has not received any communication from the property owner objecting to the proposed annexation and is, therefore, ready to proceed under the Annexation Agreement on file with the City.

Assuming that the annexation pursuant to an Annexation Agreement signed with a predecessor Ordinance, without the consent of the current property owner, does not violate any of the Interlocal Agreements the City entered into with Pinellas County and other municipalities, I would otherwise approve of the proposed Annexation Agreement and 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, Deputy City Manager
Susan Walker, Community Development Administrator

JWD/dh

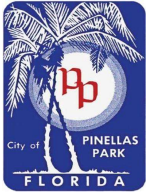
18-133.07172018.LSC Annex Ord AX01-TBA EIDE Wholesale wpd



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City of Pinellas Park

Staff Report

File #: 18-529, **Version:** 2

Agenda Date: 8/9/2018

APPROVAL OF VOLUNTARY ANNEXATION OF PROPERTY OWNED BY AMERICAN HOUSING BUILDERS II, INC. (AX18-37) - Located at 6083 105th Terrace

NOTE: This is a voluntary annexation of 0.14 acres MOL of contiguous residential property located at 6083 105th Terrace. For three (3) years from the date of execution of this Agreement, the City shall waive land development fees applicable for future renovation, in an amount not to exceed Three Thousand Dollars (\$3,000). The City's annual projected revenue after redevelopment is One Thousand Six Hundred and Ninety-Three Dollars (\$1,693) and no City funds were expended.

ACTION: (Approve - Deny) The voluntary annexation of 0.14 acres MOL of residential property owned by American Housing Builders II, Inc.

ANNEXATION AGREEMENT

THIS AGREEMENT made and entered into this 24th day of July, 2018, by and between the CITY OF PINELLAS PARK, FLORIDA, a municipal corporation, hereinafter called the "CITY" and AMERICAN HOUSING BUILDERS II, INC., 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-6 and land use classification of RL to the CITY zoning of T-1 and land use classification of RL.
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. For a period of twenty-four (24) months from the date of execution of this Agreement, the CITY agrees to waive up to, and not to exceed, Three Thousand Dollars (\$3,000.00) in CITY land development fees applicable for further development of the property.

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-


_____ (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 SIGNATURE:


April D. Salm
Witness



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

Walter W. McKenzie
Witness

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>24th July</u> , 2018, by WALTER W. MCKENZIE, AMERICAN HOUSING BUILDERS II, INC., President (Name of person <i>acknowledging and title of position)</i>
	<u>April D. Salm</u> Notary Public signature <u>April D. Salm</u> (Name of Notary typed, printed or stamped)
 APRIL D. SALM NOTARY PUBLIC STATE OF FLORIDA Comm# FF918133 Expires 10/23/2019	Personally known <u>✓</u> or produced identification <u>—</u> Type of identification produced <u>—</u>
(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 <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

EXHIBIT "A"
AX18-37

ANNEXATION AGREEMENT

AMERICAN HOUSING BUILDERS II, INC.

LEGAL DESCRIPTION

PARCEL: 17-30-16-60786-000-0310

(Located at 6083 105th Terrace)

**LOT 31, NORTHFIELD MANOR SECTION A, ACCORDING TO THE PLAT THEREOF, AS
RECORDED IN PLAT BOOK 56, PAGE 4, 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: 17-30-16-60786-000-0310
(Located at 6083 105th Terrace)

LOT 31, NORTHFIELD MANOR SECTION A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 56, PAGE 4, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

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:

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

PRESIDENT'S SIGNATURE:


1st Witness Signature


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


1st Witness Printed Name


2nd Witness Signature


2nd Witness Printed Name

ANNEXATION DATA SHEET

1. **PARCEL:**
17-30-16-60786-000-0310
2. **OWNER:**
American Housing Builders II, Inc.
3. **STREET ADDRESSES OF PROPERTY:**
6083 105th Terrace
4. **SIZE OF PROPERTY:**
Petition = 0.14
Ordinance = 0.14
5. **COUNTY ZONING / LAND USE:**
R-6 / RL
6. **CITY ZONING / LAND USE:**
T-1 / RL
7. **EXISTING PROPERTY IMPROVEMENTS:**
A mobile home
8. **EXISTING BUSINESS ON PROPERTY:**
None
9. **EXISTING PROPERTY USE:**
Residential
10. **ANNEXATION AGREEMENT PROVISIONS:**
 - ♦ For a period of twenty-four (24) months from the date of execution of this Agreement, the City agrees to waive up to and not to exceed, Three Thousand Dollars (\$3,000.00) in City land development fees applicable for further development of the property.
11. **OTHER PERTINENT INFORMATION:**
Contiguous
12. **PROPOSED PROPERTY USE:**
Same
13. **PROPOSED PROPERTY IMPROVEMENTS:**
One new single family home

**SUPPLEMENT TO
ANNEXATION AGREEMENT
American Housing Builders II, Inc. — AX18-37
Located at: 6083 105th Terrace**

REVIEW COMMENTS

CITY MANAGER	REVIEWED
DEPUTY CITY MANAGER	REVIEWED
COMMUNITY DEVELOPMENT ADMINISTRATOR	REVIEWED
BLDG. DEVELOPMENT	REVIEWED
FINANCE	REVIEWED
FIRE DEPARTMENT	REVIEWED

NEIGHBORHOOD SERVICES DIRECTOR

On 07/25/2018, under CE Report# 18-02150 we inspected 6083 105th Terrace from the public rights-of-way on 105th Terrace and 61st Street. The following violations were observed:

The property is overgrown and there is a small pile of debris along the south side.

OMB ADMINISTRATOR	REVIEWED
PLANNING & ZONING DIVISION	REVIEWED
POLICE DEPARTMENT	REVIEWED

PUBLIC WORKS:

CONSTRUCTION SERVICES

Both adjacent right-of-ways are rural and lack improvements which include curb and sidewalk. The drainage is also insufficient and is currently consists of open road side ditches with some areas piped in which may cause drainage issues and flow issues. Both right-of-ways require drainage upgrades. Do not annex either adjacent right-of-way since they are both currently Pinellas County jurisdiction. City sanitary sewer and City potable water is existing.

TRANSPORTATION & STORMWATER

Both of the adjacent right-of-ways are currently county maintained. The condition of the roadway is in poor condition and there are no sidewalks in the immediate area. The drainage in the area is in poor condition and it is in need of maintenance and repair. Please do not annex the right-of-way in this area. I object to this annexation.

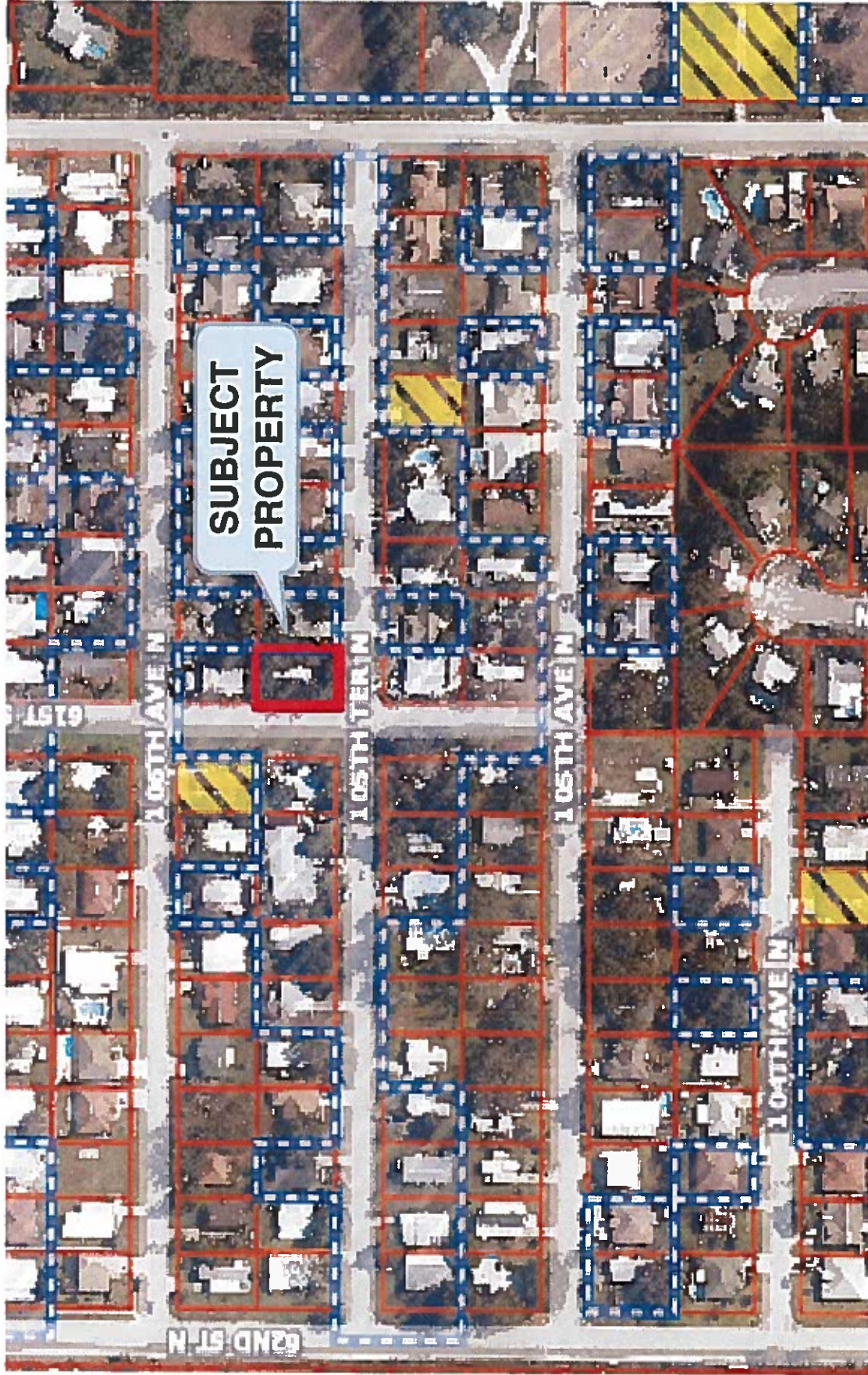
SEWER	REVIEWED
WATER/RECLAIMED	REVIEWED
UTILITY BILLING DIVISION	REVIEWED

Annexation Revenue Analysis Residential

Annexation Number: AX18-37		Date: July 20, 2018
Owner's Name: American Housing Builders II, Inc.		
Property Addresses: 6083 105th Terrace		
	<u>Millage</u>	<u>Amount</u>
Ad Valorem Taxes:		
Current Assessed Value (cap value)	NA	\$11,876.00
Homestead Exemption	NA	\$11,876.00
Taxable Value	NA	\$0.00
Taxes Received by Pinellas Park	0.00549	\$0.00
Est. Assessed Value After Dev. Of a Single Family Home	NA	\$225,000.00
Est. Homestead Exemption	NA	\$50,000.00
Est. Taxable Value After Development	NA	\$175,000.00
Est. Taxes Received After Development	0.00549	\$960.75
Est. Franchise Fees and/or Utility Taxes After Development		
Water (10% Utility Tax)		\$179.06
Electric (based on a monthly bill of \$120) ESTIMATE		\$360.00
Gas		\$0.00
Communication Services Tax ESTIMATE		\$57.60
Cable		\$136.00
Franchise Fees and/or Utility Taxes After Development		\$732.66
Est. Taxes Received by Pinellas Park After Development		\$960.75
Est. Franchise Fees and/or Utility Taxes Received After Development		\$732.66
Anticipated Annual Revenues to be Received by Pinellas Park		\$1,693.41

Current Est. Annual Revenues to Pinellas Park as Unincorporated Property:		
PF Fire District Tax (est. currently received)	0.0030163	\$0.00
Total Est. Annual Revenues to Pinellas Park as Unincorporated Property		\$0.00

New Money (est.) to Pinellas Park Received Thru Annexation	\$1,693.41
---	-------------------



17-30-16-60786-000-0310
6083 105th Terrace

AX18-37

City of
PINELLAS PARK

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

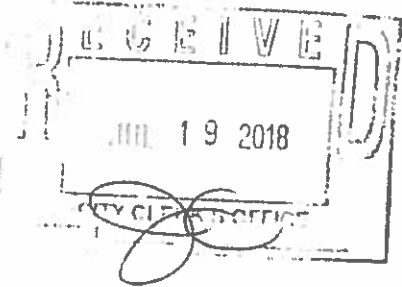
Please Respond To:

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

July 19, 2018



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

RE: City Document #18-186
Annexation Agreement AX18-37, American Housing Builders II, Inc.

Dear Ms. Conte:

I have received and reviewed the above-referenced Annexation Agreement, Petition for Annexation and Annexation Data Sheet. Assuming that the correct legal description is inserted into Exhibit A of the Agreement, I would approve of the documents as to form and correctness.

Very truly yours,

James W. Denhardt
City Attorney

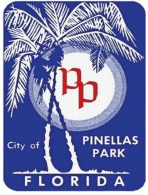
cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Deputy City Manager
Susan Walker, Community Development Administrator
Danny E. Taylor, Planning & Zoning Director

JWD/dh

18-193.07192018 LAC Annex Agmt AX18-37 American Housing Bldrs II.wpd



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City of Pinellas Park

Staff Report

File #: 18-530, **Version:** 1

Agenda Date: 8/9/2018

ORDINANCE NO. 4068. ANNEXING INTO THE CITY OF PINELLAS PARK A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 6083 105TH TERRACE (AX18-37 AMERICAN HOUSING BUILDERS II, INC.)

FIRST READING PRIOR TO PUBLIC HEARING

NOTE: This is a voluntary annexation of 0.14 acres MOL of contiguous residential property located at 6083 105th Terrace. There is currently a mobile home on the property.

ACTION: (Pass - Deny) Ordinance No. 4068.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PINELLAS PARK, FLORIDA, ANNEXING THE PARCEL OF LAND GENERALLY LOCATED AT 6083 105TH TERRACE, LEGALLY DESCRIBED AS ATTACHED HERETO IN EXHIBIT "A" AND MADE A PART HEREOF, LYING WITHIN SECTION 17, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; PROVIDING FOR AMENDMENT OF THE LEGAL DESCRIPTION OF THE CORPORATE BOUNDARIES OF THE CITY OF PINELLAS PARK, FLORIDA; PROVIDING FOR THE ASSIGNMENT OF CITY ZONING CLASSIFICATION; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES CONFLICTING HERewith; PROVIDING FOR AN EFFECTIVE DATE.

(AMERICAN HOUSING BUILDERS II, INC. AX18-37)

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

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

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

SECTION ONE: That the land lying in an unincorporated area of Pinellas County, Florida, and contiguous to the City of Pinellas Park, generally located at 6083 105th Terrace, and legally described as attached hereto in Exhibit "A" and made a part hereof, lying within Section 17, Township 30 South, Range 16 East, Pinellas County, Florida, is hereby annexed into the City of Pinellas Park.

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

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

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

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

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

FIRST READING _____ DAY OF _____, 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

American Housing Builders II, Inc.
Parcel: 17-30-16-60786-000-0310
Located at 6083 105th Terrace

LOT 31, NORTHFIELD MANOR SECTION A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 56, PAGE 4, 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: 17-30-16-60786-000-0310
(Located at 6083 105th Terrace)

LOT 31, NORTHFIELD MANOR SECTION A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 56, PAGE 4, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

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:

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


1st Witness Signature

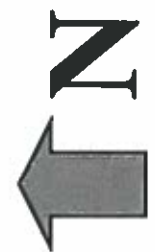
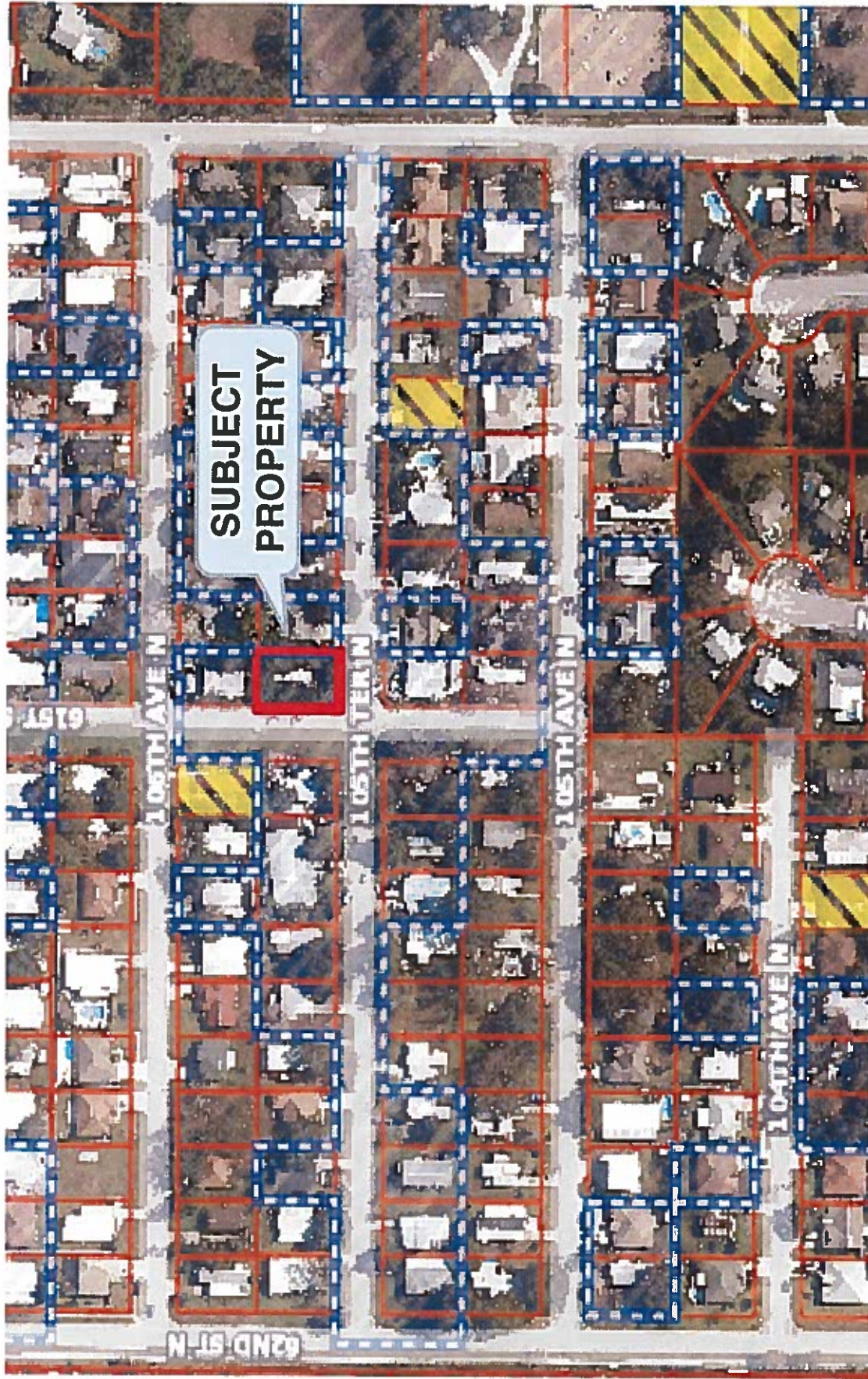
PRESIDENT'S SIGNATURE:


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


1st Witness Printed Name


2nd Witness Signature


2nd Witness Printed Name



17-30-16-60786-000-0310
6083 105th Terrace

AX18-37

City of

PINELLAS PARK

5141 76TH AVE. • P.O. BOX 1100
PINELLAS PARK, FL 33780-1100

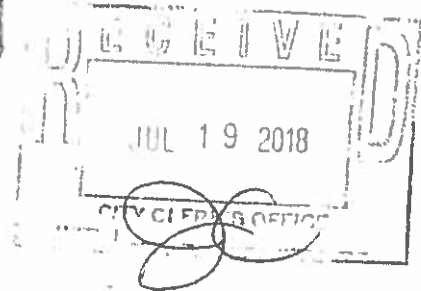
Please Respond To:

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

July 19, 2018



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

RE: **City Document #18-187**
Annexation Ordinance AX18-37, American Housing Builders II, Inc.

Dear Ms. Conte:

I have received and reviewed the above-referenced Annexation Ordinance. Assuming that the property is in the legal name of the Petitioner, and that the correct legal description is inserted into 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. Coma, MMC, City Clerk
Patrick Murphy, Deputy City Manager
Susan Walker, Community Development Administrator
Danny E. Taylor, Planning & Zoning Director

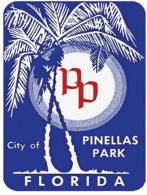
JWD/dh

18-197,07192018.LAC.Annex Ord AX18-37 American Housing Bldrs II.wpd



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City of Pinellas Park

Staff Report

File #: 18-540, **Version:** 1

Agenda Date: 8/9/2018

RESOLUTION NO. 18-20. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA ENDORSING THE "HOUSING FIRST AND COORDINATED ENTRY SYSTEM"; PROVIDING FOR AN EFFECTIVE DATE.

FIRST AND FINAL READING

NOTE: The U.S. Department of Housing & Urban Development (HUD) established a requirement that each Continuum of Care (CoC) Program must implement a Coordinated Entry System as outlined in CoC Program Interim Rule 24 CFR 578.7(a)(8), attached. A "Housing First and Coordinated Entry System" is a proven approach in which all people experiencing homelessness are believed to be housing ready, are provided with permanent housing immediately and with few to no preconditions, behavioral contingencies, or barriers.

Pinellas County Homeless Leadership Board (HLB) serves as the County's CoC and is the agency responsible for implementing the Coordinated Entry System. The City of Pinellas Park has representation on the HLB by way of City Council appointing an elected official, as well as staff representation, appointed by the City Manager on the HLB's Providers Council.

Pinellas Park, as a Provider organization, provides funding to the HLB and outreach services to individuals and families through Community Policing. The City is actively involved in services that affect homeless/at-risk target groups. Pinellas Park's Homeless Outreach Team consists of six sworn officers from the Community Policing Division of the Pinellas Park Police Department and a civilian social worker funded through Directions for Living.

The "Housing First and Coordinated Entry" System Resolution links the City's street outreach efforts to the Coordinated Entry System. No monetary value is associated with this Resolution.

ACTION: (Adopt - Deny) Resolution No. 18-20.

RESOLUTION NO. 18-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA ENDORSING THE "HOUSING FIRST AND COORDINATED ENTRY SYSTEM"; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Pinellas County Homeless Leadership Board, Inc. (HLB) is committed to developing a homeless services system that ensures that homelessness among Pinellas County citizens is rare, brief and nonrecurring; and

WHEREAS, the HLB is the designated Continuum of Care (CoC) for Pinellas County through the Department of Housing and Urban Development (HUD); and

WHEREAS, HUD has established a commitment to the "Housing First" philosophy, which under federal law is an approach to homeless assistance that prioritizes rapid placement and stabilization in permanent housing and does not have service participation requirements or preconditions such as sobriety or a minimum income threshold and includes the minimum components: 1) removing barriers to entry; 2) establishing a coordinated entry system; 3) practicing client-centered service delivery; 4) prioritizing households most in need; and 5) ensuring inclusive decision making; and

WHEREAS, HUD has established a requirement for each CoC to implement a Coordinated Entry System; and

WHEREAS, the HLB developed a Coordinated Entry System for full implementation in order to effectively assess and prioritize housing needs and mitigate recurrences of homelessness; and

WHEREAS, on June 22, 2010, the United States Interagency Council on Homelessness released the nation's first comprehensive strategy for ending chronic homelessness entitled *Opening Doors: Federal Strategic Plan to Prevent and End Homelessness*, which endorsed Housing First as a best practice; and

WHEREAS, on March 4, 2016, the Homeless Leadership Board of the HLB passed a Resolution to encourage all homeless housing projects funded through HUD to practice a Housing First model by April 2019; and

WHEREAS, the HLB has requested that the City Council for the City of Pinellas Park adopt a Resolution endorsing the HLB "Housing First and Coordinated Entry System.

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

SECTION ONE: The City Council for the City of Pinellas Park, Florida hereby endorses the "Housing First and Coordinated Entry System" being implemented by the Pinellas County Homeless Leadership Board, Inc.

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

ADOPTED THIS _____ DAY OF _____, 2018.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS _____ DAY OF _____, 2018.

Sandra L. Bradbury
MAYOR

ATTEST:

Diane M. Corna, MMC
CITY CLERK

24 CFR 578.7 – Responsibilities of the Continuum of Care

(a)(8) In consultation with recipients of Emergency Solutions Grants program funds within the geographical area, establish and operate either a centralized or coordinated assessment system that provides an initial, comprehensive assessment of the needs of individuals and families for housing and services. The Continuum must develop a specific policy to guide the operation of the centralized or coordinated assessment system on how its system will address the needs of individuals and families who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, or stalking, but who are seeking shelter or services from nonvictim service providers. This system must comply with any requirements established by HUD Notice.

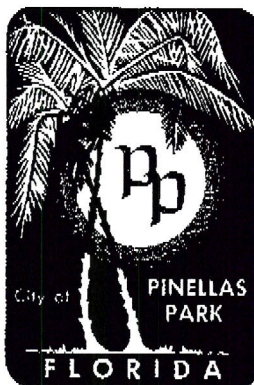
City of

PINELLAS PARK

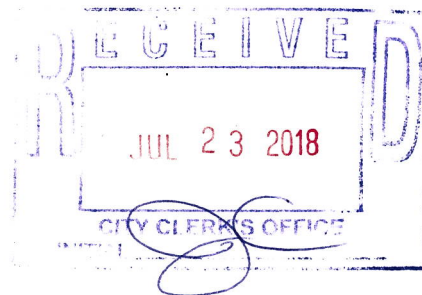
5141 78TH AVE. • P.O. BOX 1100
PINELLAS PARK, FL 33780-1100

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



July 23, 2018

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

RE: City Document #18-191
Resolution Endorsing "Housing First and Coordinated Entry System"

Dear Ms. Hillier:

I have received and reviewed the above-referenced Resolution. I would approve of the Resolution 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, Deputy City Manager
Susan Walker, Community Development Administrator
Danny Taylor, Planning & Zoning Director

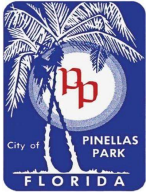
JWD/dh

18-191.07232018.LTH.Res Endorsing Housing First.wpd



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City of Pinellas Park

Staff Report

File #: 18-510, **Version:** 1

Agenda Date: 8/9/2018

AUTHORIZATION FOR THE CITY MANAGER TO SIGN AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF WATER RESTORATION ASSISTANCE, FOR IMPROVEMENTS TO THE PINEBROOK ESTATES POND - (DEP Agreement NO. LP52053)

NOTE: The City has been awarded \$310,000 to perform a scope of work that will restore the Pinebrook Estates Pond to its original specifications. The proposed stormwater improvements consist of excavating and reshaping the pond to meet its original site plan compliances, removal of invasive species, tree trimming and the installation of surface water aerators.

The total estimated project cost is \$620,000. A cash match of \$310,000 is included in the City of Pinellas Park's FY 2018 - 2019 Capital Improvements Program.

ACTION: (Approve - Deny) Authorization for the City Manager to sign agreement NO. LP52053 with the Florida Department of Environmental Protection for improvements to Pinebrook Estates Pond.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): _____ Agreement Number: _____

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: _____ Entity Type: _____

Grantee Address: _____ FEID: _____ (Grantee)

3. Agreement Begin Date: _____ Date of Expiration: _____

4. Project Number: _____ Project Location(s): _____
(If different from Agreement Number)

Project Description: _____

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		

Total Amount of Funding + Grantee Match, if any: _____

6. Department's Grant Manager Name: _____ or successor	Grantee's Grant Manager Name: _____ or successor
Address: _____ _____	Address: _____ _____
Phone: _____	Phone: _____
Email: _____	Email: _____

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input type="checkbox"/> Attachment 2: Special Terms and Conditions
<input type="checkbox"/> Attachment 3:
<input type="checkbox"/> Attachment 4: Public Records Requirements
<input type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D:
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

DWRA Additional Signatures

Sue Leitholf, DEP Grant Manager

Sandy Waters, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; and/or (3) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

Attachment 1

1 of 11

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department request that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
 - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: www.myfloridacfo.com/aadir/reference_guide/.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers

charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not to correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Department must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee 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 Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee 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 Grantee's control, or for any of the

foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'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 Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department 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 Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department'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.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. 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 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.
 - iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., Department may immediately terminate this Agreement at its sole option if Grantee or its subcontractors are found to have submitted a false certification; or if Grantee, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., Department may immediately terminate this Agreement at its sole option if Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if

Grantee, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. The Grantee agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; 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/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines). The Department

- may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, 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 Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LP52053**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Pinellas Park Pinebrook Estates Pond Improvements. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2018 and ends at the expiration of the Agreement. .
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Travel.

Additional compensation for travel is not authorized under this Agreement.

6. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

7. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

8. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

9. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Agreement.

d. Other Insurance. None.

10. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

11. Retainage.

No retainage is required under this Agreement.

12. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

13. State-owned Land.

The work will not be performed on State-owned land.

14. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridadep.gov.

15. Additional Terms.

None

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Pinellas Park Pinebrook Estates Pond Improvements

PROJECT LOCATION: The Project will be located in the the Pinebrook Estates subdivision within the City of Pinellas Park (Grantee) in Pinellas County. At its midpoint, the pond's coordinates are 27.8796,-82.7398. See Figure 1 for a location map.

PROJECT BACKGROUND: The Pinebrook Estates pond directly outfalls into the Pinebrook Canal which then directly outfalls into the Cross Bayou Canal (within the Cross Bayou Basin). In 2010, the Environmental Protection Agency and in 2012, the Florida Department of Environmental Protection determined the Cross Bayou Canal to be an impaired water body due to high counts of fecal and dissolved oxygen and the Pinebrook Estates Subdivision pond can no longer sustain stormwater levels and trap these pollutants for which the pond was originally developed. Drainage improvements in the Pinebrook Estates neighborhood area were identified as one of the top priorities in the City.

PROJECT DESCRIPTION: The Grantee's contractor will upgrade the existing infrastructure in the Pinebrook Estates neighborhood to the recommendations provided in the Grantee's Surface Water Management Plan (SWMP). Improvements will include:

- restoring the pond to its full capacity by cleaning out debris and excavation; cleaning and draining of the outfall pipe;
- tree trimming and removal;
- installation of surface water aerators to minimize mosquito infestations and prevent the growth of algae and invasive species; and
- sod replacement.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS and DELIVERABLES:

Task 1: Excavating/Re-shaping (Construction)

Deliverables: The Grantee will reconfigure the pond in accordance with the contract documents.

Documentation The Grantee will submit with each payment request a signed acceptance of the completed work to date by the Grantee and the Engineer's Certification of Payment Request.

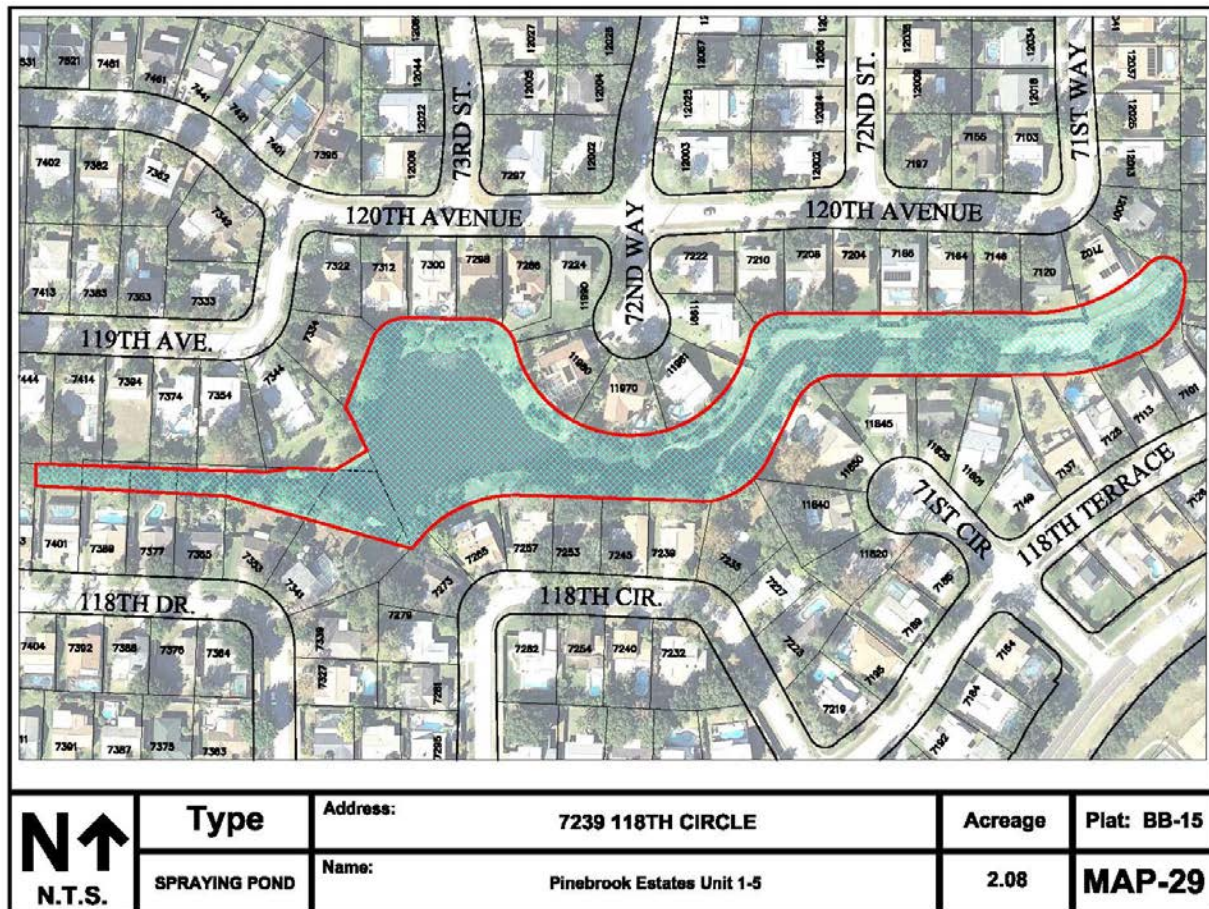
Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are provided as described above. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE AND BUDGET DETAILS TABLE:

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	\$310,000	7/01/2018	12/31/2020
Total:			\$310,000		

Figure 1. Location map



**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue Fund, Line Item 1595A	2018-2019	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$310,000	140047

				Total Award	\$310,000	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Progress Report Form

Exhibit A

DEP Agreement No.:	LP52053
Grantee Name:	City of Pinellas Park
Grantee Address:	6051 78 th Avenue North
Grantee's Grant Manager:	Tammy Hillier
Reporting Period:	
Project Number and Title:	LP52053 – Pinellas Park Pinebrook Estates Pond Improvements

Provide the following information for all tasks and deliverables identified in the Grant Work Plan:

A summary of project accomplishments for the reporting period, and comparison to goals for the period. If goals were not met, provide reasons why. Provide an update on the estimated time for completion of the task and an explanation for any anticipated delays. Identify by task.

Use as many pages as necessary to cover all tasks in the Grant Work Plan. The following format should be followed.

Task #: Description: _____
Progress for this reporting period:

Identify any delays or problems encountered:

Task #: Description: _____
Progress for this reporting period:

Identify any delays or problems encountered:

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LP52053 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No. LP52053 Payment Request No. _____ Request Date: _____

Grantee:
(Name & Mailing Address)

Grantee's Grant Manager

Task No(s). _____ Task Amount(s) Requested: \$ _____

GRANT EXPENDITURES SUMMARY SECTION

AUTHORIZED TASKS	AMOUNT OF THIS REQUEST	PREVIOUS PAYMENT REQUESTS	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Task 1:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 2:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 3:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 4:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 5:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 6:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 7:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 8:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 9:	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL AMOUNT	\$	\$	\$	\$	\$
TOTAL BUDGET (ALL TASKS)	\$			\$	
LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF:	\$			\$	
TOTAL REMAINING (ALL TASKS)	\$			\$	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, _____, on behalf of

(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for

(Print name of Grantee)

DEP Agreement No. _____ and Payment Request No. _____ that:

1. The disbursement amount requested is for allowable costs for the project described in Attachment 3 of the Agreement.
2. All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
3. The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Grantee's Grant Manager's Signature

Print Name

Telephone Number

Grantee's Fiscal Agent Signature

Print Name

Telephone Number

**Engineer's Certification
of Payment Request**

ONLY SUBMIT IF CONSTRUCTION IS PART OF THE PROJECT

I, _____, being the Professional Engineer retained by
(name of Professional Engineer)
_____, am responsible for overseeing construction of the project
(name of Grantee)
described in the Agreement and do hereby certify that for DEP Agreement No. _____ and Payment Request No. _____:

1. All permits and approvals required for the construction, which is underway, have been obtained.
2. Payment is in accordance with construction contract provisions.
3. Construction up to the point of this payment request is in compliance with the approved plans and permits.
4. Equipment, materials, labor, and services represented by the construction invoices have been satisfactorily purchased or received and applied to the project in accordance with construction contract documents filed with and previously approved by the Department of Environmental Protection.

Signature of Professional Engineer

Firm or Affiliation

(Date)

(P.E. Number)

**INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM**

DEP AGREEMENT NO.: This is the number on your grant agreement.

PAYMENT REQUEST NUMBER: Number of payment request

REQUEST DATE: Date request is submitted

GRANTEE: Enter the name of the grantee's agency.

MAILING ADDRESS: Enter the address that you want the state warrant sent.

GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.

TASK NO.: This is the number of the task that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

TASK AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK BUDGET AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter by authorized category of expenditure the amount for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of all Tasks on the "*TOTAL BUDGET (ALL TASKS)*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL BUDGET (ALL TASKS)*" for the amount to enter on the "*TOTAL REMAINING (ALL TASKS)*" line.

"PREVIOUS PAYMENT REQUESTS" COLUMN: Enter the total cumulative amount that has been paid in previous requests. Do not include the current requested amount in this total. **Do not enter anything in the shaded areas.**

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the Task(s) you are reporting on). Enter the column total on the "*TOTAL PAYMENT REQUEST*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the Task(s) you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL BUDGET (ALL TASKS)*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL BUDGET (ALL TASKS)*" for the amount to enter on the "*TOTAL REMAINING (ALL TASKS)*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amounts you have claimed to date for match by budget category. Put the total of all on the line titled "*TOTAL PAYMENT REQUEST.*" The final request should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.

ENGINEER'S CERTIFICATION: Must be signed by Professional Engineer when Construction is being requested for reimbursement.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

REQUEST FOR PAYMENT – PART II

REIMBURSEMENT DETAIL

Grantee Name:	City of Pinellas Park				Payment Request No.:		
DEP Agreement No.:	LP52053						
Vendor Name	Invoice Number	Invoice Date	Invoice Amount (1)	Local Share or Other Funding or Amount Not Requested (2)	Requested Amount (3)	Check Number	Task/Deliverable Number (4)
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
Totals:				\$ -	\$ -		

Instructions for Completing Request for Payment - Part II

Include the Grantee Name, Payment Request No., and DEP Agreement Number. List vendor invoices that are associated with the Project by Task/Deliverable.

1 **Invoice Amount:** Amount of Invoice being submitted for reimbursement.

Local Share or Other Funding or Amount Not Requested: Portion of invoice paid for by Grantee, that is not being requested for reimbursement by this grant

2 **Requested Amount:** Subtract Grantee's Local Share or Other Funding or Amount Not Requested (2) from Invoice Amount (1).

3 **Deliverable Number:** Must identify completed deliverable(s) for each invoice. If invoice covers multiple deliverables, that invoice would be listed multiple times, a line item for each deliverable with any portion not applicable to that Task/Deliverable identified under (2).

Submittal Instructions

Instructions for E-mailing:

The program now accepts reimbursement requests electronically, please E-mail to **Water and Springs Restoration Program**. When scanning please be sure that the minimum scan resolution must be 300 DPI (dots per inch). When reimbursement requests are sent electronically, please **do not** also send a hard copy by postal mail.

Please redact all sensitive financial information from the invoices and other supporting documentation to be submitted with this Payment Request Form.

Remit Payment Request by E-mail to: WSRP@dep.state.fl.us

Be sure the E-mail payment request includes the following:

Cc: Department's Grant Manager

Subject: Project Number_Disbursement Number: example – LP14025_Disb 1

Attachments:

- 1) Exhibit D Payment Request Summary
- 2) Request for Payment Part II Reimbursement Detail
- 3) Copies of invoices
- 4) Proof of payment (copies of canceled checks, front and back or EFT verification)
- 5) Other supporting documentation, as needed

For questions or concerns regarding these forms or if you would like the payment request forms listed above in electronic format please contact:

Sue Leitholf (850) 245-2920

Susan.Leitholf@dep.state.fl.us

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Progress Report Form

Exhibit A

DEP Agreement No.:	LP52053
Grantee Name:	City of Pinellas Park
Grantee Address:	6051 78 th Avenue North
Grantee's Grant Manager:	Tammy Hillier
Reporting Period:	
Project Number and Title:	LP52053 – Pinellas Park Pinebrook Estates Pond Improvements

Provide the following information for all tasks and deliverables identified in the Grant Work Plan:

A summary of project accomplishments for the reporting period, and comparison to goals for the period. If goals were not met, provide reasons why. Provide an update on the estimated time for completion of the task and an explanation for any anticipated delays. Identify by task.

Use as many pages as necessary to cover all tasks in the Grant Work Plan. The following format should be followed.

Task #: Description: _____

Progress for this reporting period:

Identify any delays or problems encountered:

Task #: Description: _____

Progress for this reporting period:

Identify any delays or problems encountered:

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LP52053 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

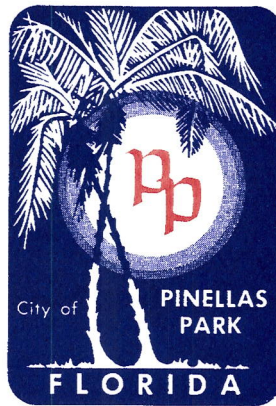
Date

City of
PINELLAS PARK

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

Please Respond To:

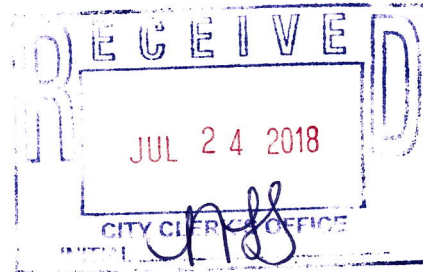
James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile



FLORIDA

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

July 24, 2018



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

RE: City Document #18-178
Agreement with FDEP for Pinebrook Estates Pond Improvements

Dear Ms. Hillier:

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

Very truly yours,

James W. Denhardt
City Attorney

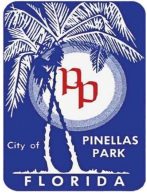
cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Deputy City Manager
Susan Walker, Community Development Administrator

JWD/dh

18-178.07242018.LTH.Agmt w FDEP for Pinebrook Pond Improve.wpd



PRINTED ON RECYCLED PAPER



City of Pinellas Park

Staff Report

File #: 18-545, Version: 1

Agenda Date: 8/9/2018

AUTHORIZATION FOR THE CITY MANAGER TO SUBMIT AN APPLICATION INCLUSIVE OF ASSURANCES AND CERTIFICATIONS, TO RECEIVE FUNDING FROM THE UNITED STATES DEPARTMENT OF HOUSING & URBAN DEVELOPMENT FOR IMPLEMENTATION OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

NOTE: The U.S Department of Housing & Urban Development (HUD) requires an authorized official of every jurisdiction applying to become an entitlement to sign and submit Certifications and Assurances as part of the application process to receive Community Development Block Grant funds. The City of Pinellas Park will attach these documents with the Consolidated Plan and Annual Action Plan as part of its first complete application.

The City of Pinellas Park anticipates becoming an entitlement City beginning October 1, 2018 with an estimated first year allocation from HUD of \$320,208.00.

Pinellas Park will use these funds to conduct activities within the jurisdiction's limits and which align with HUD's priority areas of: 1) Benefits to low- and moderate-income persons; 2) Preventing or eliminating slum or blight; or 3) Meeting other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Once the CDBG application consisting of the 2018 - 2022 Consolidated Plan, the 2018 - 2019 Annual Action Plan, the Citizen Participation Plan (adopted on July 26, 2018), and the Analysis of Impediments are submitted to HUD, along with the Certifications and Assurances, HUD will have a 45-day review and comment period. Upon final review, and HUD's acceptance of the Plans, the City of Pinellas Park will be notified of its entitlement status.

CDBG funds are reimbursable and no match is required.

ACTION: (Approve - Deny) Authorization for the City Manager to sign and submit the CDBG application with Certifications and Assurances, to the U.S. Department of Housing & Urban Development.

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:** City of Pinellas Park

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

596000409

*** c. Organizational DUNS:**

0929852250000

d. Address:

*** Street1:** 51410-078th Avenue

Street2:

*** City:** Pinellas Park

County/Parish:

Pinellas

*** State:**

FL: Florida

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:** 33781-4456

e. Organizational Unit:

Department Name:

Community Development

Division Name:

Planning & Zoning

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Ms.

*** First Name:** Tammy

Middle Name: Lynn

*** Last Name:** Hillier

Suffix:

Title: Community Services Manager

Organizational Affiliation:

City of Pinellas Park

*** Telephone Number:** 7273695614

Fax Number: 7273695838

*** Email:** thillier@pinellas-park.com

Application for Federal Assistance SF-424		
* 9. Type of Applicant 1: Select Applicant Type: <input style="width: 90%;" type="text" value="C: City or Township Government"/>		
Type of Applicant 2: Select Applicant Type: <input style="width: 90%;" type="text"/>		
Type of Applicant 3: Select Applicant Type: <input style="width: 90%;" type="text"/>		
* Other (specify): <input style="width: 90%;" type="text"/>		
* 10. Name of Federal Agency: <input style="width: 90%;" type="text" value="The Department of Housing & Urban Development"/>		
11. Catalog of Federal Domestic Assistance Number: <input style="width: 90%;" type="text" value="14.218"/>		
CFDA Title: <input style="width: 90%;" type="text" value="Community Development Block Grants/Entitlement Grants"/>		
* 12. Funding Opportunity Number: <div style="background-color: yellow; height: 20px; width: 100%;"></div>		
* Title: <div style="background-color: yellow; height: 60px; width: 100%;"></div>		
13. Competition Identification Number: <input style="width: 90%;" type="text"/>		
Title: <input style="width: 90%; height: 60px;" type="text"/>		
14. Areas Affected by Project (Cities, Counties, States, etc.): <div style="display: flex; align-items: flex-start;"> <input style="width: 60%; height: 25px;" type="text" value="Census Tract 250.04 Fairlawn Park neighborh"/> <div style="margin-left: 10px;"> <input style="width: 100px; height: 25px;" type="button" value="Add Attachment"/> <input style="width: 100px; height: 25px;" type="button" value="Delete Attachment"/> <input style="width: 100px; height: 25px;" type="button" value="View Attachment"/> </div> </div>		
* 15. Descriptive Title of Applicant's Project: <input style="width: 90%; height: 50px;" type="text" value="The City of Pinellas Park's Neighborhood Safety and Mobility Projects"/>		
Attach supporting documents as specified in agency instructions. <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input style="width: 100px; height: 25px;" type="button" value="Add Attachments"/> <input style="width: 100px; height: 25px;" type="button" value="Delete Attachments"/> <input style="width: 100px; height: 25px;" type="button" value="View Attachments"/> </div>		

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant <input style="width: 80px;" type="text" value="13"/>	* b. Program/Project <input style="width: 80px;" type="text" value="13"/>
Attach an additional list of Program/Project Congressional Districts if needed.	
<input style="width: 310px;" type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
17. Proposed Project:	
* a. Start Date: <input style="width: 80px;" type="text" value="12/01/2017"/>	* b. End Date: <input style="width: 80px;" type="text" value="04/30/2018"/>
18. Estimated Funding (\$):	
* a. Federal	<input style="width: 150px;" type="text" value="320,208.00"/>
* b. Applicant	<input style="width: 150px;" type="text"/>
* c. State	<input style="width: 150px;" type="text"/>
* d. Local	<input style="width: 150px;" type="text"/>
* e. Other	<input style="width: 150px;" type="text"/>
* f. Program Income	<input style="width: 150px;" type="text"/>
* g. TOTAL	<input style="width: 150px;" type="text" value="320,208.00"/>
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <input style="width: 100px;" type="text"/>	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", provide explanation and attach	
<input style="width: 310px;" type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)	
<input type="checkbox"/> ** I AGREE	
<small>** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.</small>	
Authorized Representative:	
Prefix: <input style="width: 150px;" type="text" value="Mr."/>	* First Name: <input style="width: 340px;" type="text" value="Douglas"/>
Middle Name: <input style="width: 340px;" type="text" value="A."/>	
* Last Name: <input style="width: 650px;" type="text" value="Lewis"/>	
Suffix: <input style="width: 150px;" type="text"/>	
* Title: <input style="width: 500px;" type="text" value="City Manager"/>	
* Telephone Number: <input style="width: 310px;" type="text" value="7273690704"/>	Fax Number: <input style="width: 310px;" type="text" value="7273690700"/>
* Email: <input style="width: 740px;" type="text" value="dlewis@pinellas-park.com"/>	
* Signature of Authorized Representative:	* Date Signed:
<div style="border: 1px solid black; width: 400px; height: 40px; background-color: yellow;"></div>	<div style="border: 1px solid black; width: 100px; height: 20px; background-color: yellow;"></div>

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.


PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	City Manager
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Pinellas Park	August 10, 2018

SF-424D (Rev. 7-97) Back

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. 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;
2. 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
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification 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.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

Signature of Authorized Official

Date

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) _____ [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official

Date

Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature of Authorized Official

Date

Title

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.


PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

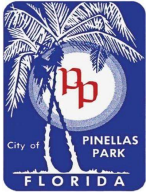
1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE City Manager
APPLICANT ORGANIZATION City of Pinellas Park	DATE SUBMITTED August 10, 2018

SF-424D (Rev. 7-97) Back

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City of Pinellas Park

Staff Report

File #: 18-544, **Version:** 1

Agenda Date: 8/9/2018

AUTHORIZATION FOR MAYOR TO SIGN THE LIBRARY INTERLOCAL AGREEMENT

NOTE: The Interlocal Agreement for the operation of the Pinellas Public Library Cooperative (PPLC) expires on September 30, 2018. The proposed Library Interlocal Agreement would continue PPLC operations for an additional five years.

The Library Interlocal Agreement sets forth the primary functions of the Cooperative in order to focus future funding priorities; provides for representation on the Cooperative's Board of Directors by specified municipalities providing library services; clarifies the terms of PPLC membership; and clarifies the terms of local funding support and budgetary allocations.

ACTION: (Approve - Deny) Authorization for the Mayor to sign the Library Interlocal Agreement.

Library Interlocal Agreement

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between the undersigned Governmental Units as set forth on the signature pages attached hereto ("Parties"), for the participation in a cooperative library service for Pinellas County (the "Cooperative").

RECITALS:

WHEREAS, Pinellas County and various municipalities entered into an Interlocal Agreement providing for the establishment of the Cooperative dated the 10th day of January 1989, which was subsequently amended and extended, and which was superseded by an Interlocal Agreement entered into on the 10th day of September 2001, which expired on September 30, 2013; and which was superseded by an Interlocal Agreement entered into on the 1st day of October, 2013, which expired on September 30, 2018; and which was superseded by an Interlocal Agreement entered into on the 1st day of October 2018, which expires on September 30, 2023; and

WHEREAS, it is in the public interest to provide a free public library service for the use of the permanent residents of Pinellas County ("County"); and

WHEREAS, this Agreement is authorized by Section 163.01 of the Florida Interlocal Cooperation Act of 1969, which was promulgated to permit local governmental units to make the most effective use of their powers by enabling them to cooperate with other governmental units thereby providing services and facilities in a manner and pursuant to forms of governmental organization that will include geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, any public agency of this state may exercise jointly with any other public agency of this state any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Parties to this Agreement have determined that in order to most effectively utilize their separate powers, a cooperative effort in the form of an Interlocal Agreement is needed; and

WHEREAS, Sections 257.12 through 257.25, Florida Statutes ("Free Library Service" verified 2017), provide state funds to assist in the furnishing of library services.

NOW THEREFORE, in consideration of the mutual benefits and in consideration of the covenants and agreements set forth herein, the Parties hereto agree as follows:

I. PURPOSE; EXECUTION; EFFECTIVE DATE; TERM OF AGREEMENT

A. Purpose:

The purpose and intent of this Agreement is to continue to operate the Cooperative to extend library services to the unincorporated areas of the County and to municipalities that do not have such services as of the effective date of this Agreement, and to improve library services to residents of municipalities and Municipal Services Taxing Units with Libraries as of the date of this Agreement.

The primary functions of the Cooperative are as follows:

1. To receive and disburse funds from federal, state, and local sources.
2. To maintain a shared library automation system serving Member Libraries.
3. To maintain a shared materials delivery system serving Member Libraries.
4. Where agreed by individual Member Libraries for the most efficient use of fiscal resources, to assist Member Libraries in the collective purchase of library resources and services.

B. Execution; Effective Date

This Interlocal Agreement may be signed in counterparts by the Parties hereto. This Agreement shall become effective on October 1, 2018.

C. Term of Agreement:

This Agreement will be in force for a period of five (5) years, ending September 30, 2023. The Agreement may be renewed for an additional period of five (5) years to September 30, 2028 with the mutual consent of the Parties.

II. DEFINITIONS:

A. Articles of Incorporation:

"Articles of Incorporation" as used in this Agreement refer to the Articles of Incorporation of the Pinellas Public Library Cooperative, Inc., (PPLC) approved by the signatories to the 1989 Interlocal Agreement establishing the Cooperative and executed and filed with the Secretary of State pursuant to Chapter 617, Florida Statutes (1987), as may be amended.

B. Board:

"Board" as used in this Agreement refers to the Board of Directors of the Pinellas Public Library Cooperative, Inc.

C. Board of County Commissioners:

"Board of County Commissioners" as used in this Agreement refers to the Pinellas County Board of County Commissioners and may be delineated as "BCC".

D. By-Laws:

"By-Laws" as used in this Agreement refer to the By-Laws of the Pinellas Public Library Cooperative, Inc., approved by the signatories to the 1989 Interlocal Agreement establishing the Cooperative, as may be amended by the Board as needed.

E. Cooperative:

"Cooperative" as used in this Agreement refers to the Pinellas Public Library Cooperative, Inc. and may be delineated as "PPLC".

F. County:

"County" as used in this Agreement refers to Pinellas County, a political subdivision of the State of Florida. The County as used in this Agreement is a Party to this Agreement but is not a Member of the Cooperative.

G. Disbursement Formula:

"Disbursement Formula" as used in this Agreement refers to the formula according to which disbursements to Members with Libraries shall be made pursuant to this Agreement. The Disbursement Formula is attached hereto and incorporated herein as Exhibit "B".

H. Governmental Unit:

"Governmental Unit" as used in this Agreement refers to municipalities; Municipal Services Taxing Units (MSTU) with Libraries; a municipal consortium offering library services; and the County. Governmental Units which are parties to this Agreement are included within the definition of Governmental Unit and may also be delineated as "Members" of the Cooperative.

I. Library:

"Library" as used in this Agreement refers to the public Libraries and Library systems operated by Members. To qualify as a "Library" for purposes of this Agreement, the Library must be approved by the Board, which shall determine if the Library meets the basic standards set forth in the Policy on Admission, a copy of which is attached hereto and incorporated herein as Exhibit "A."

J. Library MSTU

"Library MSTU" shall mean the Pinellas County Library Services District municipal services taxing unit as established by Ordinance 1989-5, and codified at Pinellas County Code Section 78-2; and excludes any individual MSTU for library services subsequently established.

K. Local Support:

"Local Support" as used in this Agreement refers to the dollar amount of funds expended for allowable costs by each Member with a Library during the fiscal year for library operations. Funds received from the County for the support of a Library that exists wholly in the unincorporated area of Pinellas County (Library MSTU), excluding all monies received by such

Libraries from the Cooperative, shall be considered as additional local support for the Member Library for purposes of the application of the disbursement formula. Local Support shall be determined by adding the expenditures for Personnel Services (State of Florida Uniform Accounting System Manual for Florida Local Governments, Object Code 10), Operating Expenditures/Expenses (Object Code 30), and "Books, Publications, Subscriptions, and Memberships" (State of Florida Uniform Chart of Accounts Object Code 60, Sub-Object Code 66). All other expenditures not specifically listed above shall not be tabulated when determining the Local Support.

L. Member:

"Member" as used in this Agreement refers to a Governmental Unit which is a Party to this Agreement and which forms part of the Cooperative either as a Member with a Library or as a Member without a Library.

M. MSTU:

"Municipal Services Taxing Unit" as used in this agreement refers to unincorporated Pinellas County. The Pinellas County Board of County Commissioners serves as the local government for the MSTU. A portion of the County budget (MSTU) is paid by residents of the unincorporated area and is devoted to providing municipal services, such as public library services.

N. Reciprocal Borrower:

"Reciprocal Borrower" is a cardholder from cooperating Libraries which have reciprocal borrowing agreements with PPLC.

N. Year:

"Year" as used in this Agreement, unless otherwise indicated, means the fiscal year from October 1 to September 30. The fiscal year of the Cooperative shall run from October 1 to September 30.

III. GOVERNING STRUCTURE OF THE COOPERATIVE:

A. Corporate Structure:

The Cooperative is a private non-profit organization incorporated under the Florida Not- For-Profit Corporation Act, Chapter 617, Florida Statutes (2000). Additional Members may be admitted in the manner specified in the Articles of Incorporation or the By-laws.

B. Board of Directors:

1. Membership. Each Board member represents the interests of all Parties, including the County, the Cooperative, Members with and without Libraries, and patrons. Each Board member can envision the future of countywide library services. The Board of Directors shall consist of nine (9) voting members who shall be selected and appointed in

accordance with the provisions of the Articles of Incorporation and the By-laws, as amended, as follows:

- a. Four members of the Board of Directors shall be the City Administrator of the City of St. Petersburg and the City Managers of Clearwater, Largo and Pinellas Park, or their senior management designees.
- b. Three members of the Board of Directors shall be county senior management employees, representing Pinellas County, who shall be appointed by the BCC upon the recommendation of the Pinellas County Administrator.
- c. Two members of the Board of Directors shall be appointed by the Board of County Commissioners and shall serve a term of three (3) years. Criteria for such appointment shall be as follows:

- 1) The candidate has previous experience serving on a board or similar body and the capacity to evaluate a full range of perspectives, from library service providers to library users.
- 2) The candidate represents the interests of all Parties, including the County, the Cooperative, Members with and without Libraries, and patrons.
- 3) The candidate can envision the future of countywide library services.
- 4) The candidate may not be an employee or member of the governing body of a PPLC Member Library.

2. Terms. The Articles of Incorporation shall specify the term of office for Directors in conformance with Section III.B.1 above.
3. Officers. The Officers of the Cooperative shall be: Chair of the Board of Directors, Vice-Chair of the Board of Directors, and Secretary/Treasurer. The terms of office, election and duties of Officers shall be as specified in the By-laws.
4. Compensation. Directors and Officers shall not be paid a salary or wages but may be reimbursed for travel and per diem expenses on behalf of the Cooperative as approved by the Board, based on the PPLC Policies and Procedures Manual and in accordance with Section 112.061, Florida Statutes ("Per diem and travel expenses" verified 2017).

5. Meetings. The Board of Directors shall meet at least six (6) times each year. Meetings shall be conducted pursuant to the Sunshine Law, Chapter 286, Florida Statutes. The Chairperson or a simple majority of the Board may call emergency meetings. Such meetings shall require at least 24 hours' notice.
6. Duties. The duties of the Board of Directors shall include, but not be limited to:
 - a. Managing the affairs of the Cooperative;
 - b. Amending the Articles of Incorporation and the By-laws;
 - c. Establishing administrative policy for the operation of the Cooperative;
 - d. Receiving and disbursing funds from local, state and federal sources and entering into arrangements as appropriate in connection therewith, and receiving and disbursing funds from Members without Libraries participating in the Cooperative;
 - e. Investing the Cooperative funds;
 - f. Employing and directing an Executive Director;
 - g. Conducting open and public meetings, the time and place to be decided by the Board of Directors;
 - h. Establishing the operating budget for the Cooperative, which is subject to the review upon request of the BCC, and overseeing its execution, including approving expenditures for administration;
 - i. Advising the Parties and Members with respect to the budget, disbursements, extension and expansion of library services and other affairs of the Cooperative;
 - j. Submission of funding requirements in accordance with the provisions of Section V.C.
 - k. Developing, in collaboration with the Executive Director and Library directors of Members, the Long-Range Plan for the Cooperative to improve library services to residents of municipalities, library taxing districts, and unincorporated areas.
 - l. Review and approve the Annual Plan of Service.

C. Executive Director:

1. Duties. The duties of the Executive Director shall include, but not be limited to:

- a. Facilitating joint planning for coordination of library services among Members with Libraries and other Libraries within the County that participate in reciprocal borrowing and joint planning as recipients of State Aid to Libraries.
 - b. Maintaining information for and submitting applications on behalf of the Cooperative for available local, State, and Federal library funds with Board approval, and filing reports with the Division of Library and Information Services pursuant to Section 257.16, Florida Statutes (2000), as may be amended;
 - c. Preparing, in coordination with the library directors of Members, the annual operating and capital budgets of the Cooperative, and presenting the annual operating budget of the Cooperative to the Board and Members.
 - d. Developing, in collaboration with the library directors of Members, the Annual Plan of Service that shall include goals, objectives and activities, and the budget that will support library services for the year. This plan must clearly demonstrate that resources will be allocated in a way that serves the goal of access to library services throughout the area.
2. Qualifications. The Executive Director must have an American Library Association accredited Master's degree in Library Science (MLS), and a minimum of five (5) years library administration experience, with experience in library cooperative administration preferred.

D. Advisory Council:

A Library Directors Advisory Council (LDAC) made up of all library directors of Members, or their designees, will collaborate with the Executive Director in coordination, planning and other matters as appropriate. The Officers of the LDAC shall be: Chair, Vice-Chair, and Secretary. The terms of office, election, and duties of Officers shall be as specified in the LDAC By-laws. The By-laws of the LDAC shall provide that the office of Chair will be rotated yearly among the members of the Advisory Council and that the Chair will participate in the meetings of the Cooperative Board of Directors and represent the LDAC.

The duties of the LDAC shall be as follows:

1. Conduct open and public meetings, the time and place to be decided by LDAC.
2. Collaborate with the Executive Director on the establishment and revision of the PPLC Public Service Policies for Member Libraries.

3. Review and provide recommendations in the preparation of the annual budget.
4. Advise the Board on Board meeting agenda items as needed.

E. Long-Range and Annual Plans of Service:

Each year an Annual Plan of Service and Budget shall be adopted by the Board of Directors. The Long-Range Plan must be updated every five years. The Plans will meet the requirements for participation in the State Aid to Libraries Program. The Executive Director will disseminate the Plans.

F. Reports:

The Executive Director will provide annual reports on the progress toward meeting the objectives of the Long-Range Plan and the Annual Plan of service. The reports will include audited statements of operating expenditures, capital expenditures, and reserve accounts. Annual reports will be presented to the Board, the Members, and the Division of Library and Information Services.

IV. PARTICIPATION:

A. General:

Participation will be voluntary and open to any Governmental Unit. People residing in participating areas will be eligible to use the services of Member Libraries of the Cooperative without charge. People residing in Governmental Units or areas not electing to participate will be excluded from the use of the Cooperative's services unless individual people join Member Libraries by paying an annual fee; such fee may be adjusted by a majority of Parties to this Agreement. People who join by paying the annual fee to a Member Library will then be counted as residents of that Member Library's governmental unit. Members may withdraw pursuant to the provisions of Section VI.

B. Members With Libraries:

1. Admission. Governmental units applying for the first time for membership in the Pinellas Public Library Cooperative, Inc. must be approved by the Board which shall determine if the Library meets the statutory requirements and operational standards established in Exhibit "A": Policy on Admission.
2. Membership. Members with Libraries will adhere to the operational standards established in Exhibit "A": Policy on Admission, and comply with participation requirements as detailed in this section.
3. Noncompliance and Enforcement. Any Member with a Library that fails to

maintain the requirements established in the Policy on Admission or the Participation requirements, may be provided a Notice of Deficiency as follows:

- a. Subject to Board authorization, any Member with a Library that is found to be non-compliant may be issued a Notice of Deficiency effective upon the date of such Notice. A Member with a Library that has received a Notice of Deficiency will be granted a period not to exceed 12 months (as determined by the Board based on the nature of the deficiency) from the date of the Notice to achieve compliance with the requirements of Membership and to provide documentation of such compliance to the Board. Upon determination that the Member successfully demonstrated compliance with the requirements, the Board shall authorize a written Notice of Compliance to be provided to the Member.
 - b. A Member with a Library that has received a Notice of Deficiency and has failed to successfully demonstrate compliance within the prescribed time period will be considered to have withdrawn from the Cooperative. Such Member will comply with the requirements for withdrawal indicated in Section VI. B. of this Agreement.
4. Autonomy. Each Member with a Library shall continue to decide the level of library service for its community and shall prepare its own budget. Each Library shall remain autonomous and retain control of its operations and functions, i.e.:
 - a. Trust funds, individual gifts or donations made to a Library shall remain the property of that Library.
 - b. All Library staff shall remain employees of the various Members with no loss in benefits.
 - c. Each Library shall remain the property of the Member in which it is located, and all maintenance and repairs shall be affected through operating budgets from allocated local appropriations.
 - d. Members with Libraries will continue to fund their local Libraries and are not required to make any payment to the Cooperative for participation in the Cooperative.
5. Audits. Each Member with a Library shall provide to the Cooperative by March 31 of each year an audited statement of its Library operating costs for its last completed fiscal year. The audits are to be reviewed by the Cooperative

to determine the dollars expended locally for library operations. Allowable costs for each Library shall consist of all personnel and direct operating costs, and non-fixed capital as provided for in the State of Florida Chart of Accounts. All other costs, including fixed capital items and debt expenses, are not allowable.

6. Materials and Services.

- a. Members with Libraries agree to allow all circulating materials (non-electronic formats) of existing Libraries to be freely available to cardholding residents of all participants in the Cooperative.
- b. Members with Libraries agree to allow all circulating materials (electronic formats) to be freely available to all cardholders of that specific Library regardless of cardholder's address.
- c. Reciprocal Borrowers may borrow circulating materials in non-electronic formats only.
- d. Within policies established by the Cooperative all reference and public programming services are equally available to the public.

7. Staff Development. All Members with Libraries will agree to have their Libraries closed on Columbus Day (or alternately designated day) each year, unless otherwise prohibited, for participation in an annual county-wide staff development day. Staff development day planning will be coordinated by PPLC staff in collaboration with Member Library directors and staff.

C. Members Without Libraries:

1. Basis for Funding:

The County, on behalf of the Library MSTU, and subject to the provisions and limitations in Section V.A. and any other Member without a Library, shall provide annual financial support to the Cooperative which, when calculated on a per capita (of population of such Member) basis for any year, shall be equivalent to the average per capita funding, excluding all monies received from the Cooperative, provided during the most recent preceding year by the Members having Libraries subject to the provision of, and limitations in, Section V.A., the funding shall be calculated as follows: The total expenditures, as adjusted for monies received from the Cooperative, of the Members from the prior year shall be divided by the total population of the Members to obtain the aggregate average per capita cost. For purposes of this subsection C, "funding" means the amount of Library expenditures

for any year as described in Section V.A. by a Member having a Library, and "population" means the number of residents residing in the Member governmental unit determined in accordance with Section V.B. Payments shall be made by the County and each Member without a Library of annual financial support due from it in four (4) quarterly payments of twenty-five percent (25%) each.

2. Underfunding:

If financial support paid to the Cooperative by a Member without a Library is less than the amount due under Section V, written notice shall be provided by PPLC, to such unit of the deficiency and all funds due under Section V shall be immediately due and payable as specified in Section VI.C. Such unit shall be deemed to have withdrawn from the Cooperative notwithstanding the provisions of Section VI.A or VI.C effective thirty (30) days following the receipt of written notice of deficiency unless payment of such deficiency is made within that thirty (30) day period.

V. FUNDING MECHANISM:

A. Fiscal Funding:

The County will provide an amount of annual financial support equal to the financial support provided by all Members with Libraries, calculated on a per capita basis for the previous year, excluding all monies received from the Cooperative, provided that the amount shall not exceed the ad valorem revenue, excluding statutory payments to the Tax Collector and Property Appraiser, generated by the millage rate levied by the County in support of Cooperative Library services. At no time shall the millage rate levied by the County in support of Cooperative Library services exceed 0.5 mill. The County shall submit the funds to the Cooperative in quarterly payments. The County shall notify the Cooperative of any changes to the population figures subject to the amount of annual per capita financial support for the new fiscal period prior to May 30 of each year.

The obligations of the County as to any funding required pursuant to this Agreement are subject to annual approval of the Library MSTU millage by the County. If funds are not appropriated by the County through the Library MSTU for any or all the obligations in this Agreement, the County shall not be obligated to pay for the services provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify the Cooperative in writing of such failure of appropriation, and upon such notice, the provisions of Section IV shall govern.

B. Determination and Notification of Per Capita Amounts for Members Without Libraries:

The Cooperative shall advise each Member without a Library by June 1 of each year, of such unit's funding requirement for the next fiscal year, together with the calculations by which such funding requirement was determined and the backup information for such calculation, consisting of (i) average per capita locally funded library expenditures of Members with Libraries for the last completed year and (ii) appropriate population statistics. The expenditures shall be based on audited financial statements for such last completed year in accordance with budget line items identified in Section IV.B.5. The population statistics used to calculate such per capita expenditures shall be for such year and shall be from one of the following sources: the Bureau of Economics and Business Research of the University of Florida, the Pinellas County Planning Department, or the U.S. Census Bureau.

C. Fiduciary Responsibility for Funds:

1. All funds of the Cooperative shall be maintained in an interest-bearing public depository as set forth in Florida Statutes, Chapter 280 ("Security for Public Deposits," verified 2017), as may be amended;
2. Complete and accurate records shall be kept of the receipts and disbursement of all funds of the Cooperative, subject to the PPLC adopted Record Retention and Document Destruction Policy, which will comply with Florida Department of State General Schedule for State and Local Government Agencies GS1-SL, Internal Revenue Code 501(c)(3), and all other applicable federal, state, and local law;
3. An annual audit of the Cooperative by an independent certified public accountant, to be paid for from the operating funds of the Cooperative, shall be made and filed annually with the Department of State;
4. The Cooperative shall abide by the terms and provisions of the laws of the State of Florida and the provisions of this Agreement and any other applicable Federal, State, or local laws, rules and regulations including the County's Investment Policy.

D. Disbursement:

The Board of Directors shall disburse funds received by the Cooperative according to the formula below:

1. The Board of Directors shall annually establish the budgeted administrative costs of the Cooperative, including salary, office supplies, and any rents or other costs related to the administrative operations of the Cooperative.

2. The remaining funds shall be distributed to Members with Libraries in accordance with the disbursement formula, which is attached hereto and incorporated herein as Exhibit "B." This distribution is to be based on submittal of annual library operating costs with descriptive codes in accordance with the State of Florida Uniform Chart of Accounts. All funds collected from sources other than Members shall be allocated as determined by the Board. In no instance shall the total allocation to a Member Library exceed the amount of the Local Support. Funds received by the Cooperative shall be disbursed within a reasonable time after receipt. Payments to Member Libraries shall be made in quarterly disbursements. The Libraries shall use those funds for materials and operations of their Libraries. The disbursement formula may only be amended by the Board, with the approval of a simple majority of the Members with Libraries and the approval of the BCC.
3. State Aid funds and program grants received from the state shall be used in accordance with the provisions of applicable state law, Florida Statutes 257 ("Public Libraries and State Archives" verified 2017) and Florida Administrative Code 1B-2 ("Library Grant Programs" verified 2017).

VI. WITHDRAWAL:

A. All Participants:

1. Any Member wishing to withdraw shall submit written notice thereof to the Cooperative no later than six (6) months prior to the beginning of any fiscal year of the Cooperative.
2. Withdrawal of Members without Libraries may occur in the manner specified in Section IV.C.2.

B. Members with Libraries:

A Member with a Library that submits a withdrawal notice to the Cooperative shall:

1. At the request of the Cooperative's Board, promptly furnish usage statistics and an audit of library operating costs for such Library's last fiscal year completed prior to the date the withdrawal is effective to ensure maintenance of proper accounting for the Cooperative; and
2. Return to the Cooperative within sixty (60) days after withdrawal, any special equipment or collections purchased for such Member with funds from the Cooperative capital improvements fund within the previous five years. In lieu of returning the equipment or collection so purchased, the amortized balance

- thereof based on an amortization period of five years from date of purchase may be repaid to the Cooperative during the year following withdrawal; and
3. Repay to the Cooperative within sixty (60) days after withdrawal any then remaining unexpended and uncommitted funds received from the Cooperative;

C. Members Without a Library:

A Member without a Library that submits or receives a withdrawal notice shall pay all sums due for library services provided prior to the date of withdrawal pursuant to Sections IV and V prior to withdrawal.

VII. TERMINATION OF AGREEMENT:

In the event that Members representing more than fifty percent (50 %) of the total population of all Members withdraw under Section VI or are deemed to have withdrawn under Section IV.C.2 of this Agreement, the remaining Members shall consider the continuation or termination of the Agreement and may terminate the Agreement by consent of a simple majority of the Members.

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

EXHIBIT "A"
Policy on Admission
Pinellas Public Library Cooperative, Inc.
For a Library Seeking Membership

Libraries applying for membership in the Pinellas Public Library Cooperative, Inc. must be approved by the Board, which shall determine if the Library meets the basic eligibility requirements outlined below:

1. The Library meets the Essential level of **Core Standards** as defined in the Florida Public Library Standards (FLA, 2006 Revision, updated 2015 "Standards for Customer Focused Library Facilities" verified 2017).
2. The Library meets the Florida Public Library Standards (FLA 2006 Revision, updated 2015, verified 2017) for **Interconnectivity, Lending Services, Services-Resource Sharing and Interlibrary Cooperation**.
3. The governing entity must have an established budget for the maintenance and operation of the Library and must be audited each year.
4. There must be evidence that such funding is available, restricted for the Library and will continue to be available.
5. The Library has a long-range plan, an annual plan of service, and an annual budget [Florida Statutes 257.17(2)(e)] (long range plan statement, verified 2017).
6. The Library engages in joint planning for coordinating of library services within the county or counties that receive operating grants from the state [Florida Statutes 257.17(2)(f)] (joint planning statement, verified 2017).
7. The Library adapts its services to meet the needs of people with disabilities as required by the Americans with Disabilities Act and its attendant regulations.
8. The Library has established hiring practices that are in accordance with Equal Employment regulations.

When the Library and its governing entity determine that these eligibility requirements can be met the attached Procedures for Admission must be followed.

Such requests may be initiated at any time but the funding cycle for the subsequent fiscal year requires a March 31 deadline. See the Procedures for Admission for steps to be taken.

**Procedures for Admission
To the Pinellas Public Library Cooperative, Inc.
As a Member Library**

1. The Library seeking admission to the Cooperative must provide documentation that it can meet the standards spelled out in the Policy on Admission.
2. The Library must submit a letter of request signed by its governing entity (city commission, Board of Directors, etc.) to the Board/Executive Director.
3. The Library must submit with its letter of request documentation that it meets the basic eligibility standards for admission to the Pinellas Public Library Cooperative, Inc. as provided for in the Policy on Admission.
4. Upon receipt of the letter of request and documentation, the Board and Executive Director will review the request and appoint a committee to visit and evaluate the Library.
5. The committee will determine readiness for services by the requesting Library and will report any deficiencies in writing to the Board and to the Library's governing entity.
6. If the Library's governing entity wishes to pursue membership, it will be given a period of time in which to correct deficiencies, if any, and to prepare the Library for final evaluation by the Board.
7. Upon receipt of the final evaluation, the Board will have up to sixty (60) days in which to vote upon admission.
8. Following a positive vote, the Board will present the Library's governing entity with a copy of the Interlocal Agreement, which must be executed and returned, and an agreement form for the basic policies and procedures in effect for Member Libraries, including all public service policies such as patron registration, patron cards, materials circulation rules and others.
9. In order to be included in the subsequent year's funding allocations, the Procedures for Admission must be completed by March 31st in any given year.

EXHIBIT "B"
Disbursement Formula

Base Allocations to Members with Libraries shall be 90% of the balance remaining after the adjustments stated in Section V.D.1 and V.D.2 of the Library Interlocal Agreement. Each Library's percentage of the total Local Support extended, as determined through the review of the Certified Annual Financial Reports (CAFR), shall then be determined and translated into dollar amounts. The percentage of the total Local Support extended shall be determined by dividing the sums expended locally by the total Local Support for all Members. As set forth in Section IV.B.5 of the agreement, the Local Support shall be determined by adding the expenditures for Personnel Services (State of Florida Uniform Accounting System Manual for Florida Local Governments, Object Code 10), Operating Expenditures/Expenses (Object Code 30), and books, publications, and library materials (State of Florida Uniform Chart of Accounts Object Code 60, Sub-Object Code 66). All other expenditures not specifically listed above shall not be tabulated when determining the Local Support. The Members shall receive a percentage of the available funds equal to the percentage of their total support extended as a base allocation subject to a maximum of 16% and a minimum of 4%.

Circulation Allocations to Members with Libraries shall be 10% after the adjustments stated in Section V.D.1. and V.D.2. The dollars available for distribution include the balance remaining after the base allocation. The circulation pool allocation percentage shall be derived by taking non-resident (residents from unincorporated Pinellas County and other Member cities) circulation figures for each Library and dividing it by the total non-resident circulation for all Members.

Total Allocations to Members with Libraries shall not exceed the amount of the Local Support.

City of

PINELLAS PARK

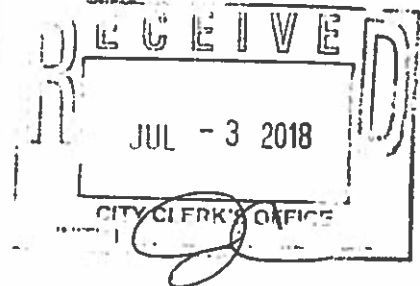
5141 78TH AVE. • P.O. BOX 1100
PINELLAS PARK, FL 33780-1100

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
FAX • (727) 544-7448



July 3, 2018

Mr. Doug Lewis
City Manager
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #18-164
Library Interlocal Agreement with Pinellas County Coop

Dear Mr. Lewis:

I have received and reviewed the Library Interlocal Agreement with Pinellas County Cooperative. The first Whereas clause in the Recitals of the Agreement is missing the date that the latest Interlocal Agreement was entered into and, therefore, does not read correctly. I also note that under Section II., Definitions, Paragraph J, the language "excluding all monies received by such libraries from the Cooperative" was added to the second sentence. That phrase already appears in that sentence, and the addition of the language appears to be repetitive and should be removed.

Aside from the above-mentioned changes, I would approve of the Agreement as to form and correctness.

Very truly yours,

Lauren C. Rubenstein
Assistant City Attorney

cc: Diane M. Corna, MMC, City Clerk
Patrick Murphy, Deputy City Manager

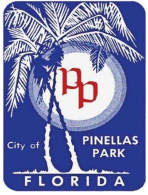
LCR/dh

18-164,07032018.LDL.Library Interl Agmt w Coop.wpd



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City of Pinellas Park

Staff Report

File #: 18-513, **Version:** 1

Agenda Date: 8/9/2018

AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO GIVE A PERPETUAL DRAINAGE EASEMENT TO THE PINELLAS PARK WATER MANAGEMENT DISTRICT AT - 6281 86th Avenue North, Map File No. M6437

NOTE: The Pinellas Park Water Management District has requested a perpetual drainage easement at 6281 86th Avenue North to accommodate their existing drainage infrastructure and for the future maintenance and operation of said infrastructure at 6281 86th Avenue North, map file no. M6437.

ACTION: (Approve - Deny) Authorization for the City of Pinellas Park to give a perpetual drainage easement to the Pinellas Park Water Management District at 6281 86th Avenue North.

DRAINAGE EASEMENT

THIS INDENTURE, Made this _____ day of _____ A.D., 2018 between the **City of Pinellas Park**, located at 5141 78th Avenue North, Pinellas Park, Florida, 33781, ("**Grantor**"), and the **Pinellas Park Water Management District** located at 6460 35th Street North, Pinellas Park, Florida, 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.*)

WITNESSETH, That the **Grantor** hereby grants for and in consideration of the sum of ten dollars (\$10.00), and other valuable considerations, in hand paid by the **Grantee**, the receipt whereof is hereby acknowledged, hereby grants and releases unto the **Grantee** a **Drainage Easement** over, across and through that portion of Parcel ID# 20/30/16/69804/300/6000, property address 6281 86th Avenue North, Pinellas Park, Florida, 33781. Further described in the legal description attached hereto and made a part of:

See Attached Legal Description and Sketch:

It is the intention of the Grantor that this easement shall run with the land described above.

IN WITNESS WHEREOF, the Grantor 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 **Drainage Easement**

Number of Pages _____ Date of Document _____

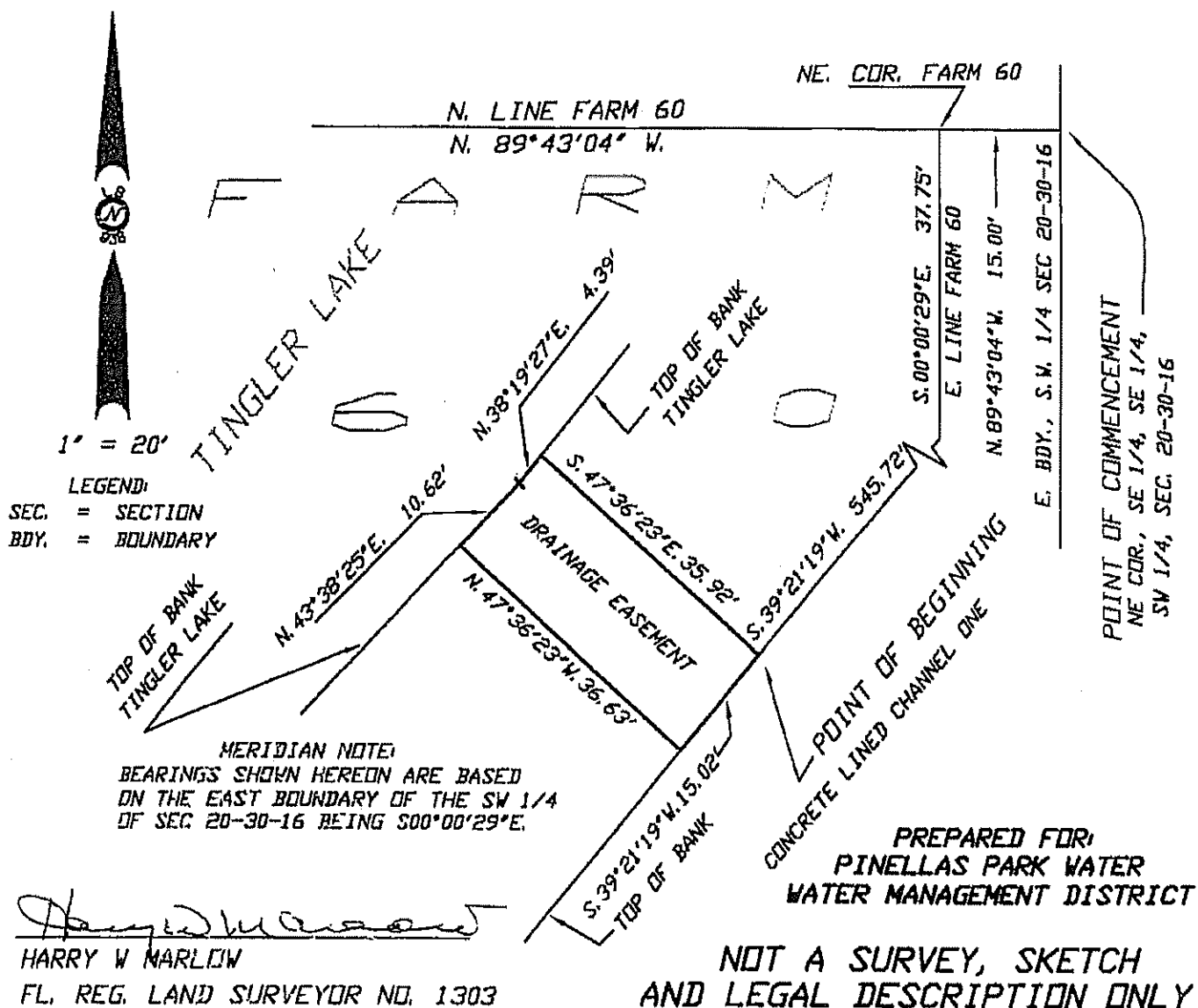
Signers Other than Named Above NONE

DESCRIPTION:

SECTION 20, TOWNSHIP 30 SOUTH, RANGE 16 EAST
PINELLAS COUNTY, FLORIDA

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; THENCE N.89°43'04"W., 15.00 FEET TO THE NORTHEAST CORNER OF FARM 60, PINELLAS FARMS, AS RECORDED IN PLAT BOOK 7, PAGES 4 & 5, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA OF WHICH PINELLAS COUNTY, FLORIDA WAS FORMERLY A PART; THENCE S.0°00'29"E. ALONG THE EAST LINE OF SAID FARM 60, 37.75 FEET TO A POINT ON THE NORTHWESTERLY TOP OF BANK OF THE CONCRETE LINED CHANNEL (PINELLAS PARK WATER MANAGEMENT DISTRICT CHANNEL NO. 1); THENCE ALONG SAID TOP OF BANK S.39°21'19"W., 545.72 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SAID TOP OF BANK S.39°21'19"W., 15.02 FEET; THENCE N.47°36'23"W., 36.63 FEET TO A POINT ON THE EASTERLY TOP OF BANK OF TINGLER LAKE; THENCE ALONG SAID TOP OF BANK THE FOLLOWING TWO (2) COURSES AND DISTANCES; N.43°38'25"E., 10.62 FEET; THENCE N.38°19'27"E., 4.39 FEET; THENCE S.47°36'23"E., 35.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 542 SQUARE FEET MORE OR LESS



HARRY W. MARLOW

FL. REG. LAND SURVEYOR NO. 1303



HARRY W. MARLOW, INC.

LAND SURVEYORS
LB 938

HOME OFFICE:
2944 GUTH AVENUE NORTH
PINELLAS PARK, FLORIDA 33780
(813) 582-0943 FAX 582-1403

LOCAL OFFICE:
1525 N.E. 36TH AVENUE
TALLAHASSEE, FLORIDA 32310
(904) 867-0000 FAX 867-0044

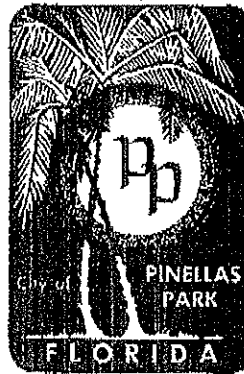
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CHECKED BY:	HWM	SCALE:	1"=20'
FIELD BOOK:	T9305 T9918	PAGE:	63-65 35-36
FILE NO.:	M6437		

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

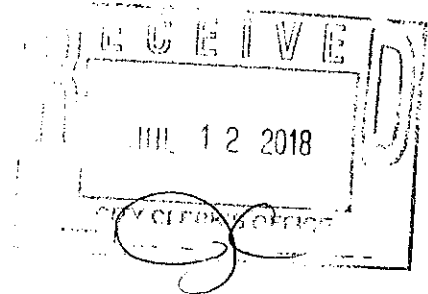


FLORIDA

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

July 12, 2018

Mr. Aaron Petersen
Construction Services Director
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100



RE: City Document #18-160 (Revised)
Drainage Easement (6281 86th Avenue North), Map (M6437)

Dear Mr. Petersen:

I have received and reviewed the above-referenced Drainage Easement for the property located at 6281 86th Avenue North, corresponding legal description and Map M6437. Assuming that the legal description is correct, I would approve of the Drainage Easement as to form and correctness.

Very truly yours,

Lauren C. Rubenstein
Assistant City Attorney

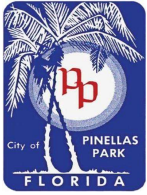
cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Deputy City Manager
Bart Diebold, Public Works Administrator

LCR/dh

18-160.07092018.LAP.Drainage Easement 6460 35th St.wpd



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City of Pinellas Park

Staff Report

File #: 18-514, **Version:** 1

Agenda Date: 8/9/2018

AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO GIVE A PERPETUAL DRAINAGE EASEMENT TO THE PINELLAS PARK WATER MANAGEMENT DISTRICT AT - 6281 86th Avenue North, Map File No. M6435

NOTE: The Pinellas Park Water Management District has requested a perpetual drainage easement at 6281 86th Avenue North to accommodate their existing drainage infrastructure and for the future maintenance and operation of said infrastructure at 6281 86th Avenue North, map file no. M6435.

ACTION: (Approve - Deny) Authorization for the City of Pinellas Park to give a perpetual drainage easement to the Pinellas Park Water Management District at 6281 86th Avenue North.

DRAINAGE EASEMENT

THIS INDENTURE, Made this _____ day of _____ A.D., 2018 between the **City of Pinellas Park**, located at 5141 78th Avenue North, Pinellas Park, Florida, 33781, ("**Grantor**"), and the **Pinellas Park Water Management District** located at 6460 35th Street North, Pinellas Park, Florida, 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.*)

WITNESSETH, That the **Grantor** hereby grants for and in consideration of the sum of ten dollars (\$10.00), and other valuable considerations, in hand paid by the **Grantee**, the receipt whereof is hereby acknowledged, hereby grants and releases unto the **Grantee** a **Drainage Easement** over, across and through that portion of Parcel ID# 20/30/16/69804/300/6000, property address 6281 86th Avenue North, Pinellas Park, Florida, 33781. Further described in the legal description attached hereto and made a part of:

See Attached Legal Description and Sketch:

It is the intention of the Grantor that this easement shall run with the land described above.

IN WITNESS WHEREOF, the Grantor 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 **Drainage Easement**
Number of Pages ____ Date of Document _____
Signers Other than Named Above NONE

SECTION 20, TOWNSHIP 30 SOUTH, RANGE 16 EAST
PINELLAS COUNTY, FLORIDA



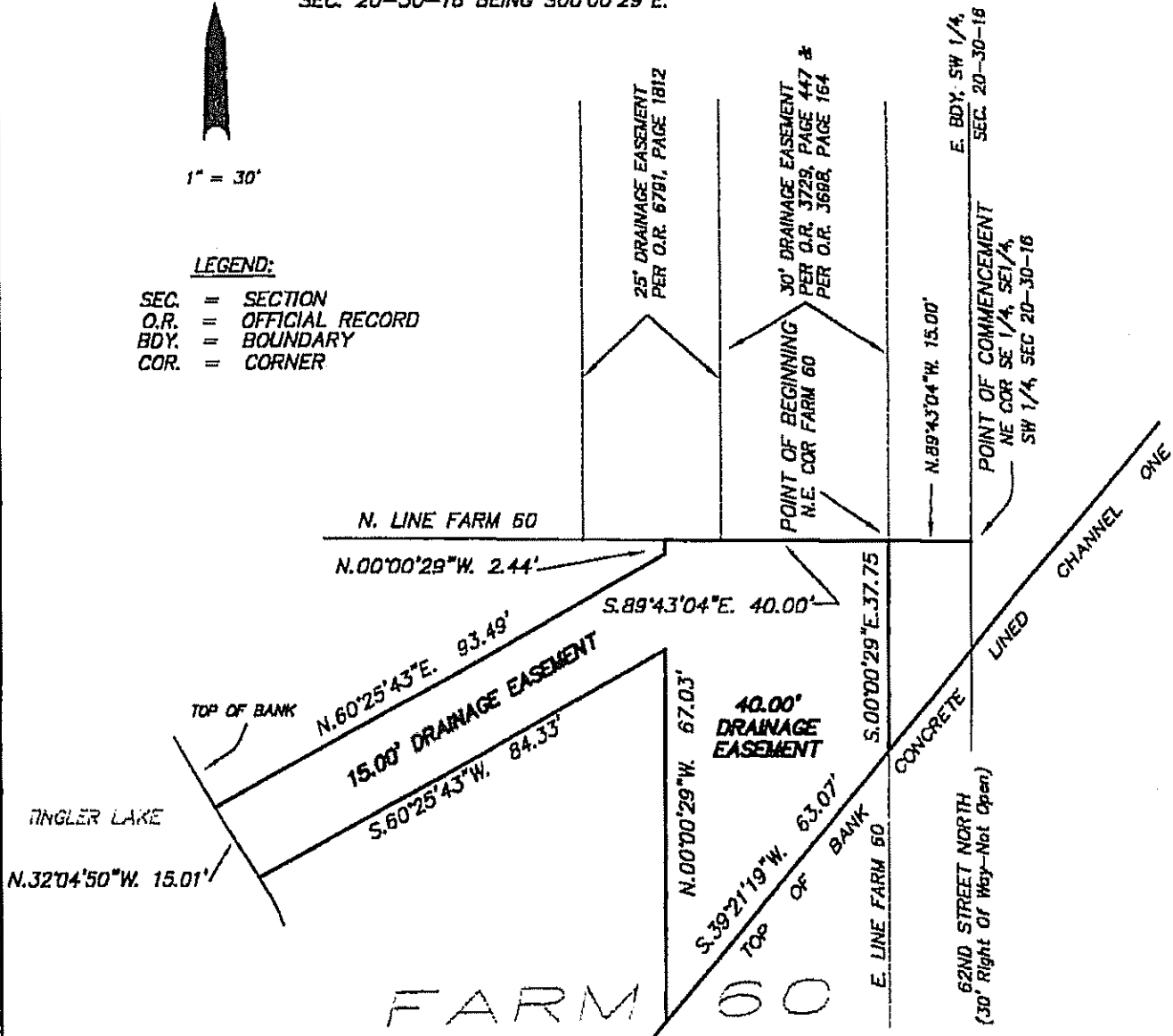
1" = 30'

MERIDIAN NOTE:

BEARINGS SHOWN HEREON ARE BASED ON
THE EAST BOUNDARY OF THE SW 1/4,
SEC. 20-30-16 BEING S00°00'29"E.

LEGEND:

SEC. = SECTION
O.R. = OFFICIAL RECORD
BDY. = BOUNDARY
COR. = CORNER



NOT A SURVEY
SKETCH PREPARED TO ACCOMPANY
LEGAL DESCRIPTION

PREPARED FOR:
PINELLAS PARK WATER MANAGEMENT DISTRICT

REF: M5333A/M4896/M3516/M5030/M3970/M5003/M6433/M6434

PAGE 1 OF 2 PAGES



HARRY W. MARLOW, INC.

LAND SURVEYORS
LA 938

HOME OFFICE
3941 68TH AVENUE NORTH
PINELLAS PARK, FLORIDA 34081
CDD 305-694-1400 FAX 305-694-1400

ON-CA OFFICE
1001 N.E. 26TH AVENUE
OCALA, FLORIDA 34476
CDD 887-0500 FAX 887-0544

DRAWN BY: RM

CHECKED BY: HWM

FIELD BOOK: T9918 35-36
T9305 PAGE: 63-65

DATE: 3/9/00

SCALE: 1" = 30'

FILE NO.: M6435

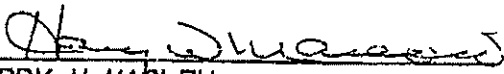
SECTION 20, TOWNSHIP 30 SOUTH, RANGE 16 EAST
PINELLAS COUNTY, FLORIDA

DESCRIPTION:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; THENCE N. 89°43'04" W., 15.00 FEET TO THE NORTHEAST CORNER OF FARM 60, PINELLAS FARMS AS RECORDED IN PLAT BOOK 7, PAGES 4 & 5, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA OF WHICH PINELLAS COUNTY, FLORIDA WAS FORMERLY A PART, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S. 00°00'29" E ALONG THE EAST LINE OF SAID FARM 60, 37.75 FEET TO A POINT ON THE NORTHWESTERLY TOP OF BANK OF A CONCRETE LINED CHANNEL (PINELLAS PARK WATER MANAGEMENT DISTRICT CHANNEL NO. 1), THENCE S. 39°21'19" W., ALONG SAID TOP OF BANK, 63.07 FEET; THENCE N. 00°00'29" W., 67.03 FEET; THENCE S. 60°25'43" W., 84.33 FEET TO A POINT ON THE NORTHEASTERLY TOP OF BANK OF TINGLER LAKE; THENCE ALONG SAID TOP OF BANK N. 32°04'50" W., 15.01 FEET; THENCE N. 60°25'43" E., 93.49 FEET; THENCE N. 00°00'29" W., 2.44 FEET TO A POINT ON THE NORTH LINE OF SAID FARM 60; THENCE S. 89°43'04" E., ALONG THE NORTH LINE OF SAID FARM 60, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 38.22 SQUARE FEET MORE OR LESS

PREPARED FOR:
PINELLAS PARK WATER MANAGEMENT DISTRICT


HARRY W MARLOW
FL. REG. LAND SURVEYOR NO. 1303

REF: M5333A/M4896/M3516/M5030/M3970/M5003/M6433/M6434

PAGE 2 OF 2 PAGES



HARRY W. MARLOW, INC.
LAND SURVEYORS
LB 93B
HOME OFFICE
3846 16TH AVENUE NORTH
PINELLAS PARK, FLORIDA 34653
(813) 323-6940 FAX 323-1421
DCMA OFFICE
3846 N.E. 16TH AVENUE
DCMA, FLORIDA 34478
(202) 867-0320 FAX 867-2644

DRAWN BY:	RM	DATE:	3/9/00
CHECKED BY:	HWM	SCALE:	N/A
FIELD BOOK:	T9918 T9305	PAGE:	35-36 63-65
		FILE NO.:	M6435

City of
PINELLAS PARK

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

Please Respond To:

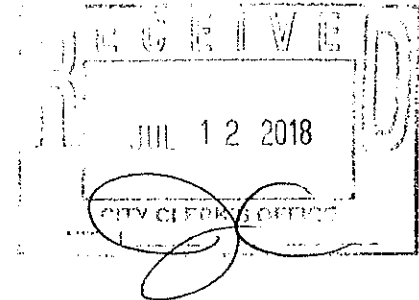
James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

**FLORIDA**

PHONE • (727) 369-0700
FAX • (727) 544-7449

July 12, 2018

Mr. Aaron Petersen
Construction Services Director
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100



RE: City Document #18-161 (Revised)
Drainage Easement (6281 86th Avenue North)

Dear Mr. Petersen:

I have received and reviewed the above-referenced Drainage Easement, legal description and map. Assuming that the legal description is correct, I would approve of the Drainage Easement as to form and correctness.

In the future, I would recommend labeling the legal description and sketch as Exhibit A and updating the last sentence of the first paragraph in the Drainage Easement to read: "Further described in the legal description attached hereto as Exhibit A and made part hereof." The current document is legally effective and does not need to be changed, but changing future documents to read as suggested above would make them more similar to other easements prepared and recorded by attorneys.

If you have any questions, please do not hesitate to give our office a call.

Very truly yours,

Lauren C. Rubenstein
Assistant City Attorney

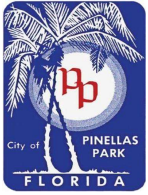
cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Deputy City Manager
Bart Diebold, Public Works Administrator

LCR/dh
18-161.07092018.LAP.Drainage Easement 6460 35th St.wpd



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City of Pinellas Park

Staff Report

File #: 18-515, **Version:** 1

Agenda Date: 8/9/2018

AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO GIVE A PERPETUAL DRAINAGE EASEMENT TO THE PINELLAS PARK WATER MANAGEMENT DISTRICT AT - 6281 86th Avenue North, Map File No. M6433

NOTE: The Pinellas Park Water Management District has requested a perpetual drainage easement at 6281 86th Avenue North to accommodate their existing drainage infrastructure and for the future maintenance and operation of said infrastructure at 6281 86th Avenue North, map file no. M6433.

ACTION: (Approve - Deny) Authorization for the City of Pinellas Park to give a perpetual drainage easement to the Pinellas Park Water Management District at 6281 86th Avenue North.

DRAINAGE EASEMENT

THIS INDENTURE, Made this _____ day of _____ A.D., 2018 between the **City of Pinellas Park**, located at 5141 78th Avenue North, Pinellas Park, Florida, 33781, ("**Grantor**"), and the **Pinellas Park Water Management District** located at 6460 35th Street North, Pinellas Park, Florida, 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.*)

WITNESSETH, That the **Grantor** hereby grants for and in consideration of the sum of ten dollars (\$10.00), and other valuable considerations, in hand paid by the **Grantee**, the receipt whereof is hereby acknowledged, hereby grants and releases unto the **Grantee** a **Drainage Easement** over, across and through that portion of Parcel ID# 20/30/16/69804/300/6000, property address 6281 86th Avenue North, Pinellas Park, Florida, 33781. Further described in the legal description attached hereto and made a part of:

See Attached Legal Description and Sketch:

It is the intention of the Grantor that this easement shall run with the land described above.

IN WITNESS WHEREOF, the Grantor 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 **Drainage Easement**
Number of Pages ____ Date of Document _____
Signers Other than Named Above NONE

SECTION 20, TOWNSHIP 30 SOUTH, RANGE 16 EAST
PINELLAS COUNTY, FLORIDA

LEGEND

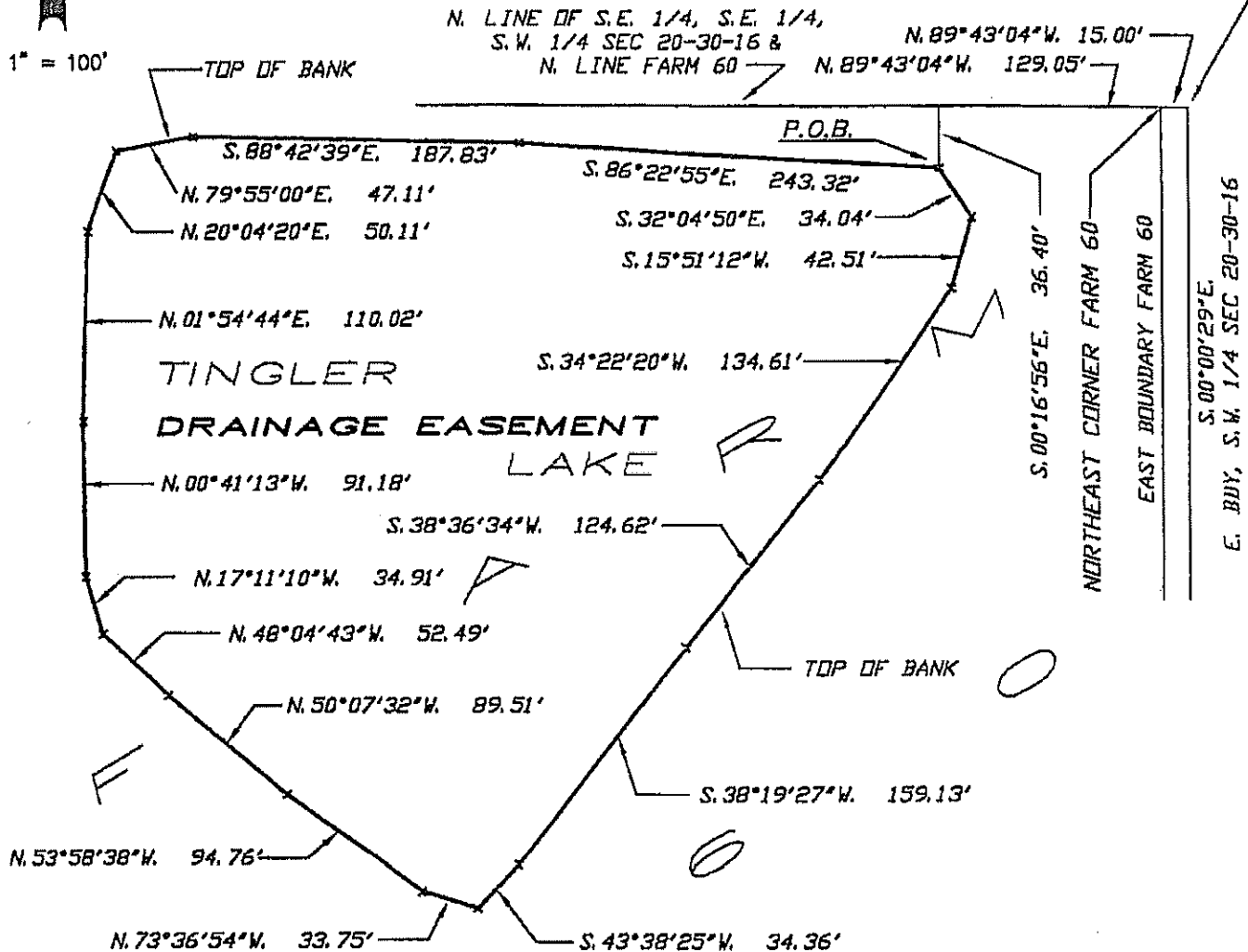
P.O.B. = POINT OF BEGINNING
BDY. = BOUNDARY
SEC. = SECTION

MERIDIAN NOTE

BEARINGS SHOWN HEREON ARE
BASED ON THE EAST BOUNDARY
OF THE S.W. 1/4 SEC 20-30-16
BEING S00°00'29"E.

POINT OF COMMENCEMENT
N.E. COR., S.E. 1/4, S.E. 1/4,
S.W. 1/4, SEC. 20-30-16

1" = 100'



NOT A SURVEY
SKETCH PREPARED TO ACCOMPANY
LEGAL DESCRIPTION

PREPARED FOR:
PINELLAS PARK WATER MANAGEMENT DISTRICT

REF: M5333A/M4896/M3516/M5030/M3970/M5003

PAGE 1 OF 2



HARRY W. MARLOW, INC.

LAND SURVEYORS
LB 938

HOME OFFICE
3941 60TH AVENUE NORTH
PINELLAS PARK, FLORIDA 34788
(813) 562-6945 FAX 562-1403

DEALA OFFICE
2025 N.E. 25TH AVENUE
DEALA, FLORIDA 34709
(813) 562-6945 FAX 562-1404

DRAWN BY: RM

DATE: 3/6/00

CHECKED BY: HWM

SCALE: 1" = 100'

T9918 35-36
FIELD BOOK: T9305 PAGE: 63-65

FILE NO.: M6433

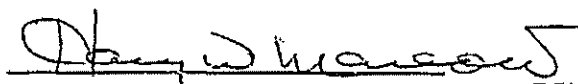
SECTION 20, TOWNSHIP 30 SOUTH, RANGE 16 EAST
PINELLAS COUNTY, FLORIDA

DESCRIPTION:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER, OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF, SECTION 20, TOWNSHIP 30 SOUTH, RANGE 16 EAST; THENCE N. 89°43'04" W., 15.00 FEET TO THE NORTHEAST CORNER OF FARM 60, PINELLAS FARMS AS RECORDED IN PLAT BOOK 7 PAGES 4 & 5 PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY, FLORIDA, WAS FORMERLY A PART; THENCE ALONG THE NORTH LINE OF SAID FARM 60, N. 89°43'04" W., 129.05 FEET;

THENCE S. 0°16'56" E., 36.40 FEET TO A POINT ON THE NORTHERLY TOP OF BANK OF TINGLER LAKE, ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID TOP OF BANK THE FOLLOWING SEVENTEEN (17) COURSES AND DISTANCES; S. 32°04'50" E., 34.04 FEET; THENCE S. 15°51'12" W., 42.51 FEET; THENCE S. 34°22'20" W., 134.61 FEET; THENCE S. 38°36'34" W., 124.62 FEET; THENCE S. 38°19'27" W., 159.13 FEET; THENCE S. 43°38'25" W., 34.36 FEET; THENCE N. 73°36'54" W., 33.75 FEET; THENCE N. 53°58'38" W., 94.76 FEET; THENCE N. 50°07'32" W., 89.51 FEET; THENCE N. 48°04'43" W., 52.49 FEET; THENCE N. 17°11'10" W., 34.91 FEET; THENCE N. 0°41'13" W., 91.18 FEET; THENCE N. 1°54'44" E., 110.02 FEET; THENCE N. 20°04'20" E., 50.11 FEET; THENCE N. 79°55'00" E., 47.11 FEET; THENCE S. 88°42'39" E., 187.83 FEET; THENCE S. 86°22'55" E., 243.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.61 ACRES MORE OR LESS


HARRY W. MARLOW
FL. REG. LAND SURVEYOR NO. 1303

PREPARED FOR:
PINELLAS PARK WATER MANAGEMENT DISTRICT

REF: M5J33A/M4896/M3516/M5030/M3970/M5003

PAGE 2 OF 2



HARRY W. MARLOW, INC.

LAND SURVEYORS

LR 938

HOME OFFICE
3040 SOUTH ARCADE NORTH
TALLAHASSEE, FLORIDA 32304
CALL 904-382-6940 FAX 904-382-1403

LOCAL OFFICE
2500 N.E. 36TH AVENUE
DUNALOA, FLORIDA 34678
CALL 904-382-0000 FAX 904-382-0044

DRAWN BY:	RM	DATE:	3/6/00
CHECKED BY:	HWM	SCALE:	N/A
FIELD BOOK:	79918 35-36 79305 PAGE: 63-65	FILE NO.:	M6433

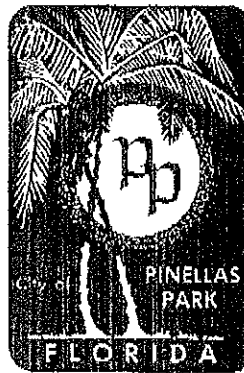
C10

City of
PINELLAS PARK

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

Please Respond To:

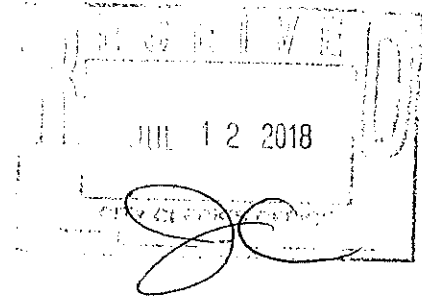
James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

**FLORIDA**

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

July 12, 2018

Mr. Aaron Petersen
Construction Services Director
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100



RE: City Document #18-162 (Revised)
Drainage Easement (6281 86th Avenue N.), Legal Description, Map (M6433)

Dear Mr. Petersen:

I have received and reviewed the above-referenced Drainage Easement for the property located at 6281 86th Avenue North, corresponding legal description and Map M6433. Assuming that the legal description is correct, I would approve of the Drainage Easement as to form and correctness.

Very truly yours,

Lauren C. Rubenstein
Assistant City Attorney

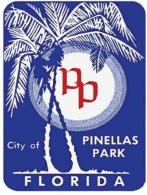
cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Deputy City Manager
Bart Diebold, Public Works Administrator

LCR/dh
18-162.07002018.LAP.Drainage Easement 6480 35th St.wpd



PRINTED ON RECYCLED PAPER

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City of Pinellas Park

Staff Report

File #: 18-516, **Version:** 1

Agenda Date: 8/9/2018

AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO GIVE A PERPETUAL INGRESS/EGRESS EASEMENT TO THE PINELLAS PARK WATER MANAGEMENT DISTRICT AT - 6281 86th Avenue North, Map File No. M6434

NOTE: The Pinellas Park Water Management District has requested a perpetual ingress/egress easement at 6281 86th Avenue North to access their existing drainage infrastructure and for the future maintenance and operation of said infrastructure at 6281 86th Avenue North, map file no. M6434.

ACTION: (Approve - Deny) Authorization for the City of Pinellas Park to give a perpetual ingress/egress easement to the Pinellas Park Water Management District at 6281 86th Avenue North.

INGRESS-EGRESS EASEMENT

THIS INDENTURE, Made this _____ day of _____ A.D., 2018 between the **City of Pinellas Park**, located at 5141 78th Avenue North, Pinellas Park, Florida, 33781, ("**Grantor**"), and the **Pinellas Park Water Management District** located at 6460 35th Street North, Pinellas Park, Florida, 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.*)

WITNESSETH, That the **Grantor** hereby grants for and in consideration of the sum of ten dollars (\$10.00), and other valuable considerations, in hand paid by the **Grantee**, the receipt whereof is hereby acknowledged, hereby grants and releases unto the **Grantee** a **Ingress-Egress Easement** over, across and through that portion of Parcel ID# 20/30/16/69804/300/6000, property address 6281 86th Avenue North, Pinellas Park, Florida, 33781. Further described in the legal description attached hereto and made a part of:

See Attached Legal Description and Sketch:

It is the intention of the Grantor that this easement shall run with the land described above.

IN WITNESS WHEREOF, the Grantor 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 **Ingress-Egress Easement**
Number of Pages ____ Date of Document _____
Signers Other than Named Above NONE

SECTION 20, TOWNSHIP 30 SOUTH, RANGE 16 EAST
PINELLAS COUNTY, FLORIDA

MERIDIAN NOTE:

BEARINGS SHOWN HEREON ARE BASED
ON THE EAST BOUNDARY OF THE SW 1/4
OF SEC 20-30-16 BEING S00°00'29"E.

LEGEND:

SEC. = SECTION
R/W. = RIGHT OF WAY
O.R. = OFFICIAL RECORD
PG. = PAGE
BDY. = BOUNDARY

POINT OF COMMENCEMENT
NE COR., SE1/4, SE1/4,
SW1/4, SEC. 20-30-16

1" = 100'

N. LINE FARM 60

N.89°43'04"W. 15.00'

S.89°43'04"E. 640.68'

POINT OF BEGINNING
NE COR., FARM 60

S.00°00'29"E. 37.75'

NW COR., FARM 60

V. LINE FARM 60
N.00°03'47"W. 323.39'

V. 20', S. 1/2, FARM 20
N.00°03'47"W. 323.40'

N.89°42'09"W. 2.00'

N. LINE, S. 1/2
FARM 60

N.89°41'14"W. 140.45'

S. LINE FARM 60

PARK

TINGLER

FARM

S.39°21'19"W. 784.58'

TOP OF BANK CONCRETE LINED CHANNEL ONE

55.1'

S.00°00'29"E. 86.89'

S.39°21'19"W. 672.72'

SOUTHEASTERLY LINE OF
PROPERTY DESCRIBED IN
O.R. 7836, PG. 891

NOT A SURVEY
SKETCH PREPARED TO ACCOMPANY
LEGAL DESCRIPTION

PREPARED FOR:
PINELLAS PARK WATER MANAGEMENT DISTRICT

REF: M5333A/M4896/M3516/M5030/M3970/M5003

PAGE 1 OF 2



HARRY W. MARLOW, INC.

LAND SURVEYORS
L.S. 9338

HOME OFFICE
3941 60TH AVENUE NORTH
PINELLAS PARK, FLORIDA 33781
(813) 567-6341 FAX 567-6342

DEALA OFFICE
3951 N.E. 36TH AVENUE
DEALA, FLORIDA 34478
(813) 567-6341 FAX 567-6344

DRAWN BY: RM

DATE: 3/8/00

CHECKED BY: HWM

SCALE: 1"=100'

FIELD BOOK: T9918 PAGE: 35-36

FILE NO.: M6434

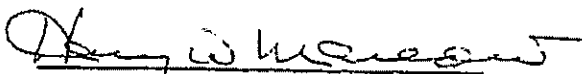
SECTION 20, TOWNSHIP 30 SOUTH, RANGE 16 EAST
PINELLAS COUNTY, FLORIDA

DESCRIPTION:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; THENCE N. 89°43'04" W., 15.00 FEET TO THE POINT OF BEGINNING ALSO BEING THE NORTHEAST CORNER OF FARM 60, PINELLAS FARMS AS RECORDED IN PLAT BOOK 7, PAGES 4 & 5, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY, FLORIDA, WAS FORMERLY A PART; THENCE S. 00°00'29" E., 37.75 FEET ALONG THE EAST BOUNDARY OF SAID FARM 60 TO A POINT ON THE NORTHWESTERLY TOP OF BANK OF A CONCRETE LINED CHANNEL (PINELLAS PARK WATER MANAGEMENT DISTRICT CHANNEL NO. 1); THENCE ALONG SAID TOP OF BANK S. 39°21'19" W., 784.58 FEET TO A POINT ON THE SOUTH LINE OF SAID FARM 60; THENCE ALONG THE SOUTH LINE OF SAID FARM, N. 89°41'14" W., 140.45 FEET; THENCE N. 00°03'47" W., 323.40 FEET; THENCE N. 89°42'09" W., 2.00 FEET TO A POINT ON THE WEST LINE OF SAID FARM 60; THENCE N. 00°03'47" W., ALONG THE WEST LINE OF SAID FARM 60, A DISTANCE OF 323.39 FEET TO THE NORTHWEST CORNER OF SAID FARM 60; THENCE S. 89°43'04" E., ALONG THE NORTH LINE OF SAID FARM 60 A DISTANCE OF 640.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.02 ACRES MORE OR LESS

PREPARED FOR:
PINELLAS PARK WATER MANAGEMENT DISTRICT



HARRY W. MARLOW
FL. REG. LAND SURVEYOR NO. 1303

REF: M5333A/M4896/M3516/M5030/M3970/M5003

PAGE 2 OF 2



HARRY W. MARLOW, INC.
LAND SURVEYORS
LD 938
HOME OFFICE
3940 36TH AVENUE NORTH
PINELLAS PARK, FLORIDA 34641
CHS 352-6045 FAX 352-1427
DOWA OFFICE
8825 N.E. 36TH AVENUE
DOWA, FLORIDA 34624
CHS 352-1877 FAX 352-1874

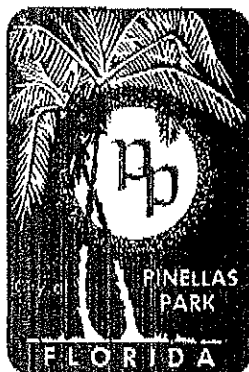
DRAWN BY:	RM	DATE:	3/8/00
CHECKED BY:	HWM	SCALE:	N/A
FIELD BOOK: 79918		PAGE:	35-36
		FILE NO.:	M6434

City of
PINELLAS PARK

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

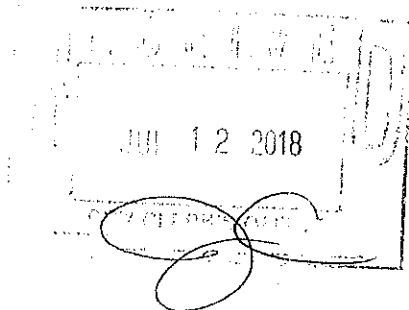
Please Respond To:

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

July 12, 2018



Mr. Aaron Petersen
Construction Services Director
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #18-163 (Revised)
Ingress-Egress Easement (6281 86th Avenue North)

Dear Mr. Petersen:

I have received and reviewed the above-referenced Ingress-Egress Easement for the property located at 6281 86th Avenue North, corresponding legal description and Map M6434. Assuming that the legal description is correct, I would approve of the Ingress-Egress Easement 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, Deputy City Manager
Bart Diebold, Public Works Administrator

LCR/dh

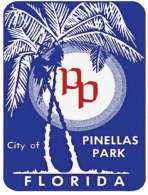
18-163.07092018.LAP.Ingress Egress Easement 6480 35th St.wpd



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City of Pinellas Park

Staff Report

File #: 18-547, **Version:** 1

Agenda Date: 8/9/2018

AUTHORIZATION FOR EMERGENCY REPAIRS FOR LIFT STATION #32 - TLC Diversified, Inc.

NOTE: Lift Station 32 located at 7091 Bryan Dairy Road is in need of immediate repair and poses potential risks to health and safety. TLC Diversified, Inc. has been approved through the attached contract to perform necessary repairs in the amount of \$165,000.00 to be charged to account 301-381-562538 18381/532.

ACTION: (Approve - Deny) Authorization for emergency repairs for Lift Station #32 to TLC Diversified, Inc. in the amount of \$165,000.00 to be charged to the appropriate account.



Marty Reich <mreich@pinellas-park.com>

Emergency Repair Lift Station #32 7091 Bryan dairy Road

Gary Moskaluk <gmoskaluk@pinellas-park.com>

Tue, Jul 31, 2018 at 1:28 PM

To: Marty Reich <mreich@pinellas-park.com>

Cc: Sonny Kotala <SKotala@pinellas-park.com>, Douglas Lewis <dlewis@pinellas-park.com>, Patrick Murphy <PMurphy@pinellas-park.com>, Bart Diebold <bdiebold@pinellas-park.com>

Good afternoon Marty,

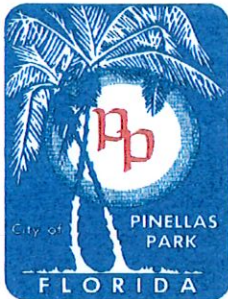
After our conversation, I am declaring an emergency regarding Lift Station 32. As you mentioned, 2 of the 3 sewer discharge pipes have failed and the 3rd is marginal at best. As you stated, in the event the 3rd pipe fails, there will be environmental issues we will have to contend with.

Please place your PO, I will interoffice the emergency declaration to you, and please bring this to the next City Council meeting per City Regulations.

Thank you.

Gary Moskaluk
Purchasing Director
City of Pinellas Park
(727)369-5711

[Quoted text hidden]



MEMORANDUM

DATE: August 31, 2018

TO: Douglas Lewis, City Manager

FROM: Gary Moskaluk, Purchasing Director

RE: Noncompetitive Item, Emergency Purchases

In compliance to Section 2-602 Section (A) City of Pinellas Park Code of Ordinance, it is requested that Council Agenda dated October 12, 2017 be certified by the Mayor as emergency purchase for item listed below.

Emergency Sewer Station Repairs #32 at 7091 Bryan Dairy Road
(ITEM)

FOR Utilities/Sewer
(DEPARTMENT/DIVISION)

Located at: 7091 Bryan Dairy Road Largo, Fl.

to be purchased from TLC Diversified, Inc. 2719 17 Street E Palmetto, Fl.
(VENDOR NAME)

(941)722-0621
(VENDOR ADDRESS & TELEPHONE NUMBER)

in the amount of \$165,000 estimated.



Department Administrator/Division Director

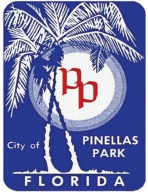


Gary Moskaluk, Purchasing Director



Sandra L. Bradbury, Mayor

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City of Pinellas Park

Staff Report

File #: 18-554, **Version:** 1

Agenda Date: 8/9/2018

AUTHORIZATION TO SET INTO PLACE THE ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN AS REQUIRED UNDER SECTION 104(d) OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

NOTE: This Residential Antidisplacement and Relocation Assistance Plan is a plan required by federal law that applies to projects funded by the City of Pinellas Park with Community Development Block Grant (CDBG) Program or the HOME Investment Partnerships ACT funds. In the event the City conducts an activity using either CDBG or HOME funding that will require the displacement or relocation of lower income persons, this plan will be followed in accordance with Section 104(d) of the Housing and Community Development Act of 1974.

The City does not receive HOME funds directly. There are no plans to utilize CDBG funds for activities that will displace or relocate lower income persons.

This Plan will be included in the 2018 - 2022 Consolidated Plan as an attachment.

ACTION: (Approve - Deny) Authorization to set into place the Residential Antidisplacement and Relocation Assistance Plan.

**CITY OF PINELLAS PARK
PINELLAS COUNTY, FLORIDA**

RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN

The City of Pinellas Park will replace all occupied and vacant occupiable lower income housing demolished or converted to a use other than lower income housing in connection with a project funded under the Community Development Block Grant (CDBG) or HOME Investment Partnerships ACT.

All replacement housing will be provided within three years after the commencement of the demolition or conversion. Before entering into a contract committing the City of Pinellas Park to provide funds for a project that will directly result in demolition or conversion; the City of Pinellas Park will make public by publishing a notice in a newspaper of general circulation and submit to HUD via the Florida Home Program offices, the following information in writing:

The Community Development Department, telephone: 727-369-5614, is responsible for tracking the replacement of lower income housing and ensuring that it is provided within the required period.

The Community Development Department, telephone 727-369-5614, is responsible for providing relocation payments and other relocation assistance to any lower income person displaced by the demolition of any housing or the conversion of lower income housing to another use.

Steps to Minimize Displacement. The City shall take the following steps to minimize displacement:

1. Prior to committing CDBG or HOME funding to a project, the City will collect information on existing structures and occupants to assess the potential impact of the proposed project.
2. The City will communicate to potential sponsors that projects requiring significant displacement of residents will not be considered competitive for funding.
3. If any temporary or permanent relocation is contemplated by a project, the City will require the project sponsor to submit a detailed relocation plan that describes the entire relocation process and its impact on all current occupants. The City will actively consult with the sponsor in order to minimize displacement. If current tenants must move as part of the construction process, the City will encourage sponsors to provide those who are eligible an opportunity to rent a unit in the new project upon its completion.

4. If the City commits CDBG or HOME funds to the project, the City will require that all occupants are provided with appropriate advisory services and relocation assistance as required by Section 104(d) and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA).
5. For rehabilitation or other projects that require the temporary relocation of residential tenants, the City will encourage project sponsors to minimize the amount of time that tenants are required to relocate from their unit. To the extent feasible, construction should be phased to allow tenants to stay in their units as long as possible.

One-for-One Replacement. The City shall comply with Section 104(d), as implemented in 24 CFR Section 42.375, which requires one-for-one replacement of all occupied or vacant and occupiable lower income dwelling units that are demolished or converted to a use other than as lower income dwelling units in connection with a CDBG or HOME funded project.

Public Notice. Prior to entering into a contract committing to provide CDBG or HOME funds for any activity that will directly result in the demolition of lower income dwelling units or the conversion of lower income dwelling units to another use, the City must submit to HUD and make public certain information through advertisement in a local publication. Required information includes:

1. A description of the proposed assisted project
2. The address, number of bedrooms, and location on a map of lower income housing that will be demolished or converted to a use other than as lower income housing as a result of an assisted project
3. A time schedule for the commencement and completion of the demolition or conversion
4. To the extent known, the address, number of bedrooms and location on a map of the replacement housing that has been, or will be provided
5. To the extent that the specific location of the replacement housing and other data are not available at the time of the general submission, the City of Pinellas Park will identify the general location of such housing on a map and complete the disclosure and submission requirements as soon as the specific data are available
6. The source of funding and a time schedule for the provision of the replacement housing
7. The basis for concluding that the replacement housing will remain lower income housing for at least 10 years from the date of initial occupancy

8. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units is consistent with the needs assessment contained in the current HUD approved Consolidated Plan

Relocation Assistance. The City shall ensure provision of relocation assistance in accordance with the requirements of Section 104(d), as implemented in 24 CFR 42.350, for lower income persons who, in connection with an activity assisted under the CDBG and/or HOME programs, are “displaced persons” as defined in 24 CFR 42.305. A person who is not lower income, but is a displaced person under URA, as implemented in 49 CFR Part 24, will be provided relocation assistance as required under URA. A lower income person who is a displaced person may elect to receive assistance under URA in lieu of assistance under Section 104(d).

Appeals. The City will provide a process for persons to appeal decisions concerning their eligibility for and the amount of assistance. The appeals process will follow URA requirements at 49 CFR 24.10. If dissatisfied with the City’s determination with respect to a claim for relocation into comparable replacement housing under Section 104(d), a person may submit a request to HUD to review the determination. The decision of the HUD Secretary shall be final unless a court determines the decision was arbitrary and capricious.