



City of Pinellas Park

City Council

Agenda

Thursday, September 6, 2018

6:00 PM

City Council Chambers

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

I. DECLARATIONS, PROCLAMATIONS AND PRESENTATIONS

PROCLAMATION

PUBLIC COMMENT AND CORRESPONDENCE

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

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

II. APPROVAL OF MINUTES

Approval of Regular Council Minutes of August 23, 2018, as on file in the City Clerk's office.

III. PUBLIC HEARINGS

P1 RESOLUTION NO. 18-24. ADOPTING A TENTATIVE MILLAGE RATE FOR THE CITY'S PROPOSED BUDGET FOR FISCAL YEAR 2018-2019

FIRST READING AND FIRST PUBLIC HEARING

(Speaker - Dan Katsiyannis, Management and Budget Administrator)

NOTE: The City is required under F.S. 200.065 to adopt a tentative millage rate for the City's proposed budget for fiscal year 2018-2019. The proposed rate of 5.4900 represents an increase of 4.98% over the roll-back rate of 5.2294. The roll-back rate is the calculated rate that would have provided the City with the same amount of ad valorem tax revenue as the previous year.

ACTION: (Adopt - Deny) Resolution No. 18-24.

Department: OMB

Reference Material: [City Attorney Letter, Resolution Establishing Millage Rate](#)

P2 ORDINANCE NO. 4070. AN ORDINANCE OF THE CITY OF PINELLAS PARK TENTATIVELY ADOPTING THE BUDGET FOR FISCAL YEAR 2018-2019

FIRST READING AND FIRST PUBLIC HEARING

(Speaker - Dan Katsiyannis, Management and Budget Administrator)

NOTE: In accordance with the State Statute and the City Charter, the City is tentatively adopting the budget by ordinance.

ACTION: (Pass - Deny) Ordinance No. 4070.

Department: OMB

Reference Material: [City Attorney Letter, Appropriations and Tax Levy Ordinance, Schedules A-R](#)

P3 ORDINANCE NO. 4069. ANNEXING INTO THE CITY OF PINELLAS PARK CERTAIN PARCELS OF LAND GENERALLY LOCATED AT 8100 PARK BOULEVARD (AX18-15 CROSS BAYOU COMMERCE PARK, LLC & LANDBAYOU, LLP)

PUBLIC HEARING SECOND AND FINAL READING

(Speaker - Shannon Coughlin, Economic Development Manager)

NOTE: This is a voluntary annexation of 20.07 acres MOL of contiguous commercial property located at 8100 Park Boulevard. There is currently a sixty-five (65) unit Business Park on the property.

C1 on 8/23/18 Council meeting.

ACTION: (Pass - Deny) Ordinance No. 4069. Public hearing second and final reading.

Department: Community Development

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

IV. CONSENT AGENDA

- C1 **AUTHORIZATION FOR THE MAYOR TO ACCEPT A QUIT CLAIM DEED FOR RIGHT-OF-WAY FROM PINELLAS PARK WATER MANAGEMENT DISTRICT (PPWMD) - 94th Avenue North, west of 58th Street North and abutting the Channel 1 drainage canal**

NOTE: The Public Works Department requests that the City accept a Quit Claim Deed from the PPWMD for a segment of Right-of-Way. This portion will increase the Right-of-Way to a sufficient size.

ACTION: (Approve - Deny) Authorization for the Mayor to accept a Quit Claim Deed for Right-of-Way on 94th Avenue North from PPWMD.

Department: Community Development

Reference Material: [PPWMD 94th Avenue Quit Claim Deed, Map and Attorney letter.pdf](#)

- C2 **AUTHORIZATION FOR THE MAYOR TO ACCEPT A WARRANTY DEED FOR PROPERTY FROM PINELLAS PARK WATER MANAGEMENT DISTRICT (PPWMD) - 78th Avenue North, west of 52nd Lane North**

NOTE: The Public Works Department requests that the City accept a Warranty Deed from the PPWMD for a Fifty (50) foot by Six Hundred and Ten (610) foot segment of property. The area has City assets within this segment of property (drainage and utilities).

ACTION: (Approve - Deny) Authorization for the Mayor to accept a Warranty Deed for property on 78th Avenue North from PPWMD.

Department: Community Development

Reference Material: [PPWMD 78th Ave Warranty Deed, Map, and Attorney letter.pdf](#)

- C3 **AUTHORIZATION FOR THE CITY MANAGER TO SIGN AN ACCESS AGREEMENT WITH VALUE ENVIRONMENTAL SERVICES FOR CONDUCTING AN ENVIRONMENTAL ASSESSMENT AT 7875 49TH STREET TO ALLOW A MONITORING WELL ON CITY-OWNED PROPERTY LOCATED AT 7900 49TH STREET - 7875 49th Street and 7900 49th Street**

NOTE: Value Environmental Services is conducting an environmental assessment at 7875 49th Street. Future plans of the property are slated for redevelopment into a new affordable housing complex. In order to complete the environmental assessment, they need to install a monitoring well on City-owned property located at 7900 49th Street. Value Environmental Services obtained a Certificate of Liability Insurance showing the City as the certificate holder. Risk Management has reviewed the proposed

access agreement and has no objections. Construction Services requested that Value Environmental Services obtain an engineering permit. The permit has been approved and will be issued with the approval of the access agreement from City Council.

ACTION: (Approve - Deny) Authorization for the City Manager to sign an access agreement with Value Environmental Services for conducting an environmental assessment at 7875 49th Street to allow a monitoring well on City-owned property located at 7900 49th Street.

Department: Community Development

Reference Material: [VES access agreement, COI, hold harmless agmt, bldg permit approval, atty ltr.pdf](#)

C4 AUTHORIZATION FOR THE MAYOR TO SIGN A JOINT USE AGREEMENT WITH THE SCHOOL BOARD OF PINELLAS COUNTY FOR THE SHARED USE OF FACILITIES

NOTE: This authorizes the Mayor to sign a Joint Use Agreement with the School Board of Pinellas County for the shared use of facilities. This agreement is renewed every 5 years. The agreement outlines procedures for use by the City of school properties or School use of City properties.

ACTION: (Approve - Deny) Authorization for the Mayor to sign a Joint Use Agreement with the School Board of Pinellas County for the shared use of facilities.

Department: Community Development

Reference Material: [Joint use agreement between the city and pinellas county school board, Atty letter](#)

C5 AUTHORIZATION FOR THE CITY MANAGER TO SIGN A LEASE AGREEMENT BETWEEN THE CITY OF PINELLAS PARK AND FAMILY RESOURCES, INCORPORATED - For City-owned property located at 9010 54th Way North, Skyview Recreation

NOTE: Family Resource's Youth Art Corp has occupied the Skyview Recreation building each school year since 2011. They would like to extend the term of the Lease Agreement for another three (3) years.

ACTION: (Approve - Deny) Authorization for the City Manager to sign a Lease Agreement between the City of Pinellas Park and Family Resources, Incorporated, for City-owned property located at 9010 54th Way North.

Department: Community Development

Reference Material: [Family Resources Skyview Recreation Lease Agreement and Attorney Letter.pdf](#)

C6 RESOLUTION NO. 18-25. IDENTIFYING SOURCES OF LOCAL CITY FINANCIAL SUPPORT FOR PROJECT #B8060653161 AS LOCAL PARTICIPATION IN THE QUALIFIED TARGET INDUSTRY TAX REFUND PROGRAM PURSUANT TO SECTION 288.106, FLORIDA STATUTES; IDENTIFYING LOCAL CITY FINANCIAL SUPPORT FOR PROJECT #B8060653161; PROVIDING FOR AN EFFECTIVE DATE

FIRST AND FINAL READING

NOTE: Project #B8060653161 is a logistics and distribution enterprise. They are considering expansion of its operations in Pinellas Park. The company would be expanding and remodeling an existing building. A tax refund has been requested of \$126,000. Eighty percent (\$100,800) will be funded by the State. The 20% local match (\$25,200) is being requested locally - 50% from Pinellas County (\$12,600) and 50% from the City (\$12,600). This incentive returns a portion of taxes paid by the business after the company meets its job creation and wage commitments. The tax refund will be paid over a series of fiscal years as determined by the State.

When their expansion is complete they will be hiring 42 new employees from the local workforce with annual pay scales above 100% of the average wage in the State of Florida (approximately \$53,298). These wages would result in an economic impact of \$3,023,340 as calculated by the U.S. Bureau of Economic Analysis Regional Input-Output Model for Pinellas County. The total estimated impact of this company expanding in Pinellas Park is a positive \$18,519,675 on the local economy. This is achieved through the creation of 42 higher paying jobs, expenditures related to the expansion and renovation of the building, and the purchase of new equipment.

ACTION: (Adopt - Deny) Resolution No. 18-25.

Department: Community Development

Reference Material: [Resolution for Project B8060653161 and Attorney Letter.pdf](#)

C7 AUTHORIZATION FOR THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT WITH FORWARD PINELLAS FOR MAPPING AND PLANNING SERVICES

NOTE: The Interlocal Agreement provides the foundation for any request the City may have for planning or mapping services from Forward Pinellas. This agreement does not obligate the City to utilize Forward Pinellas, nor does it commit any funds. The Agreement is for four (4) years, with one four (4) year extension and may be terminated at any time with thirty (30) days notice.

ACTION: (Approve - Deny) Authorization for the Mayor to sign an Interlocal Agreement with the Forward Pinellas for Planning and Mapping Services.

Department: Community Development

Reference Material: [Forward Pinellas Mapping Services Interlocal Agreement, letter from Whit Blanton, Attorney Letter](#)

C8 RESOLUTION NO. 18-26. A RESOLUTION OF THE CITY OF PINELLAS PARK, FLORIDA, AMENDING RESOLUTION 17-23 RELATING TO THE OPERATION OF THE WATER AND SEWER UTILITY SYSTEMS; BY REVISING WATER AND SEWER RATES; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS CONFLICTING HERewith TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

FIRST READING PRIOR TO PUBLIC HEARING

NOTE: This resolution adopts a rate increase for water and sewer. This tentative rate increase is based upon a Pinellas County pass through on the wholesale purchase rates on water and sewer. The water and sewer rate increases, should they be approved, will be effective with all billing issued on or after October 1, 2018.

ACTION: (Adopt - Deny) Resolution No. 18-26.

Department: Finance

Reference Material: [Res18-xxAttyLtr](#)

C9 ORDINANCE NO. 4071. AMENDING CHAPTER 17 (PENSIONS AND RETIREMENT) OF THE CODE OF ORDINANCES OF THE CITY OF PINELLAS PARK, FLORIDA, PINELLAS PARK POLICE OFFICERS' PENSION FUND

FIRST READING PRIOR TO PUBLIC HEARING

NOTE: This Ordinance amends Article IV, Chapter 17 (Pensions and Retirement) relating to the Pinellas Park Police Officers' Pension Fund to meet the terms that are set forth in the collective

bargaining agreement between the City of Pinellas Park and the Fraternal Order of Police effective 10/1/2018.

ACTION: (Pass - Deny) Ordinance No. 4071.

Department: Human Resources

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

C10 APPOINTMENT TO THE LIBRARY BOARD - Miss Shannon Harner

NOTE: A vacancy on the Library Board was created by the resignation of Mr. John Spagnola. The Library Board interviewed two candidates and recommends Miss Shannon Harner to fill the position and complete Spagnola's term. The Library Board voted unanimously to recommend that Council approve the appointment of Miss Harner effective September 6, 2018 with a term to expire June 30, 2020.

ACTION: (Approve - Deny) The appointment of Miss Shannon Harner to the Library Board with a term to expire June 30, 2020.

Department: Leisure Services

Reference Material: [Library Board Minutes 8-2-2018 Unapproved](#)

C11 AUTHORIZATION FOR THE MAYOR TO SIGN THE ADDENDUM TO AGREEMENT FOR TEMPORARY DISPLAY OF ARTWORK

NOTE: The contract for display of the sculpture entitled "Dream Sparrow" expires on December 13, 2018. This piece is currently installed on the library's east lawn, and there has been much positive feedback for this piece from Pinellas Park residents and other library visitors. Retaining the well-liked "Dream Sparrow" for an additional one year term is cost-effective since site preparation, an insurance appraisal, and installation will not need to be repeated.

ACTION: (Approve - Deny) Authorization for the Mayor to sign the Addendum to Agreement for Temporary Display of Artwork.

Department: Leisure Services

Reference Material: [Addendum to Agreement for Temporary Display of Artwork and Letter of Review from City Attorney](#)

C12 AUTHORIZATION FOR PURCHASE ON NJPA CONTRACT 030117-CXT - Wounded Warriors Ability Ranch - Bathroom Building

NOTE: Purchase of a pre-cast concrete CXT six stall bathroom building. Price includes the purchase of the building, delivery, off-loading and setting the building on a customer prepared pad and utility

slab. Final connection of utilities included. The amount budgeted under Project 19781/361-CONSTR in account 301781-562512 for this expenditure is \$148,000 and can be found on page 233 of the CIP Project and Programs for 2018-19. No Payments will be processed until after October 1, 2018.

ACTION: (Approve - Deny) - Authorization for purchase and delivery of Bathroom Facility at the Wounded Warriors Ability Ranch under NJPA Contract 030117-CXT from CXT, Inc. an L. B. Foster Company 3808 North Sullivan Road, Bldg #7, Spokane Valley, WA 99216 at a cost of \$125,595.86 to be charged to the appropriate account.

Department: Leisure Services

Reference Material: [CXT Quote - WWAR Restroom](#)

C13 AUTHORIZATION FOR FINAL PAYMENT ON BID 18/002 - SR 693 Median Improvements (66th Street N to Bryan Dairy Road)

NOTE: This action is recommended so final payment can be processed and the project completed. The total cost of the project is \$174,085.04 and the final payment amount is \$8,704.25 to be charged to account 301481-562538 18481/130-CONSTR. The amount budgeted for this project is \$202,505.00 (page 227 of the FY 17/18 adopted budget).

ACTION: (Approve - Deny) Authorization to make final payment for SR 693 Median Improvements (66th Street N to Bryan Dairy Road) to Green Construction Technologies, Inc. (2130 N.E. 15th Terrace Wilton Manors, FL 33305) to be charged to the appropriate account.

Department: Public Works

Reference Material: [Pinellas Pk Final papers](#)

C14 AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO ACCEPT A PERPETUAL UTILITY EASEMENT FROM BAYFRONT HMA MEDICAL CENTER, LLC - 3070 Grand Avenue

NOTE: The City of Pinellas Park has requested a utility easement from Bayfront HMA Medical Center, LLC to accommodate new utility equipment, and for the future maintenance and operation of said equipment at 3070 Grand Avenue.

ACTION: (Approve - Deny) Authorization for the Mayor to accept a utility easement from Bayfront HMA Medical Center, LLC at 3070 Grand Avenue.

Department: Public Works

Reference Material: [3070 grand ave backup](#)

C15 AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO ACCEPT A PERPETUAL UTILITY EASEMENT FROM JVA IL LLC - 8400 44th Street

NOTE: The City of Pinellas Park has requested a utility easement from JVA IL LLC to accommodate existing utility equipment, and for the future maintenance and operation of said equipment at 8400 44th Street.

ACTION: (Approve - Deny) Authorization for the Mayor to accept a utility easement from JVA IL LLC at 8400 44th Street.

Department: Public Works

Reference Material: [8400 44th Street Utility Easement backup](#)

C16 AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO ACCEPT A PERPETUAL UTILITY EASEMENT FROM LUIS E. ARIAS CASTILLO - 8440 44th Street

NOTE: The City of Pinellas Park has requested a utility easement from Luis E. Arias Castillo to accommodate existing utility equipment, and for the future maintenance and operation of said equipment at 8440 44th Street.

ACTION: (Approve - Deny) Authorization for the Mayor to accept a utility easement from Luis E. Arias Castillo at 8440 44th Street.

Department: Public Works

Reference Material: [8440 44th Street Utility Easement backup](#)

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.

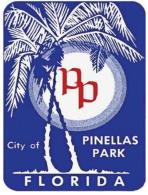
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SEPTEMBER													
SUNDAY		MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		SATURDAY	
AUGUST		OCTOBER										1	
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26	27	28	29	30	31		28	29	30	31			
2		3		4		5		6		7		8	
		Brush Site Closed						5:30 PM Agenda Session					
		Labor Day City Offices & Library Closed		5:30 PM Council Workshop				6:00 PM Council Meeting					
9		10		11		12		13		14		15	
						Pancake Breakfast Senior Center							
16		17		18		19		20		21		22	
				Organ Concert City Auditorium									
				5:30 PM Council Workshop CRA immediately following				5:30 PM Agenda Session 6:00 PM Council Meeting				Fourth Saturday Art Walk	
23		24		25		26		27		28		29	
30													

30

OCTOBER

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



City of Pinellas Park

Staff Report

File #: 18-558, **Version:** 1

Agenda Date: 9/6/2018

RESOLUTION NO. 18-24. ADOPTING A TENTATIVE MILLAGE RATE FOR THE CITY'S PROPOSED BUDGET FOR FISCAL YEAR 2018-2019

FIRST READING AND FIRST PUBLIC HEARING

(Speaker - Dan Katsiyannis, Management and Budget Administrator)

NOTE: The City is required under F.S. 200.065 to adopt a tentative millage rate for the City's proposed budget for fiscal year 2018-2019. The proposed rate of 5.4900 represents an increase of 4.98% over the roll-back rate of 5.2294. The roll-back rate is the calculated rate that would have provided the City with the same amount of ad valorem tax revenue as the previous year.

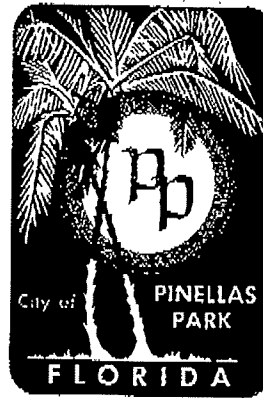
ACTION: (Adopt - Deny) Resolution No. 18-24.

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

August 7, 2018

Ms. Paulina Scott
OMB Division
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #18-212
Resolution Establishing Millage Rate

Dear Ms. Scott:

I have received and reviewed the above-referenced Resolution. I would approve of the Resolution 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
Dan Katsiyannis, OMB Administrator

LCR/dh
18-212.08072018.LPS.Res Est Millage Rate.wpd



PRINTED ON RECYCLED PAPER

RESOLUTION NO. 18-XX

A RESOLUTION OF THE CITY COUNCIL OF PINELLAS PARK, FLORIDA, ESTABLISHING A MILLAGE RATE OF 5.4900 MILLS FOR AD VALOREM TAXATION OF PROPERTY WITHIN THE CITY FOR FISCAL YEAR 2018-2019 TO \$18,525,799; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Property Appraiser for Pinellas County, Florida, has certified the 2018 Gross Taxable value for the City of Pinellas Park, Florida, to be \$3,515,063,550, and

WHEREAS, the rolled back millage rate for fiscal year 2018-2019 is 5.2294 mills, and

WHEREAS, the City Council has determined that the revenue required from ad valorem taxes for fiscal year 2018-2019 is \$18,525,799, or 5.4900 mills based on 96 percent of Gross Taxable Value, and

WHEREAS, this required revenue represents a \$879,385, or 4.98% increase in revenue that would be generated at the rolled back millage rate.

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 there is hereby levied a millage rate of 5.4900 mills for ad valorem taxation of property within the corporate limits of the City of Pinellas Park, Florida, for fiscal year 2018-2019.

SECTION TWO: That the City Manager shall be authorized to recompute the millage rate as provided by Florida Statute upon notice of revised Gross Taxable Value from the Property Appraiser

for Pinellas County, Florida, such that the dollar levy remains constant.

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

PUBLISHED THE _____ DAY OF _____, 2018.
FIRST READING THE _____ DAY OF _____, 2018.
PUBLIC HEARING THE _____ DAY OF _____, 2018.
PUBLISHED THE _____ DAY OF _____, 2018.
PUBLIC HEARING THE _____ DAY OF _____, 2018.
PASSED THIS _____ DAY OF _____, 2018.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS _____ DAY OF _____, 2018.

ATTEST:

Sandra L. Bradbury
MAYOR

Diane M. Corna, MMC
CITY CLERK



City of Pinellas Park

Staff Report

File #: 18-557, **Version:** 1

Agenda Date: 9/6/2018

ORDINANCE NO. 4070. AN ORDINANCE OF THE CITY OF PINELLAS PARK TENTATIVELY ADOPTING THE BUDGET FOR FISCAL YEAR 2018-2019

FIRST READING AND FIRST PUBLIC HEARING

(Speaker - Dan Katsiyannis, Management and Budget Administrator)

NOTE: In accordance with the State Statute and the City Charter, the City is tentatively adopting the budget by ordinance.

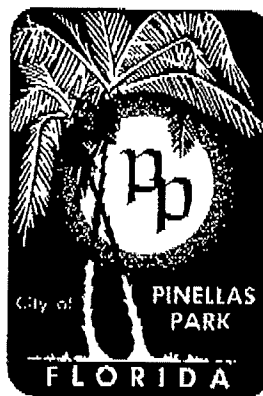
ACTION: (Pass - Deny) Ordinance No. 4070.

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

August 7, 2018

Ms. Paulina Scott
OMB Division
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #18-213
Appropriations and Tax Levy Ordinance

Dear Ms. Scott:

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

Very truly yours,

Lauren C. Rubenstein
Assistant City Attorney

cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Deputy City Manager
Dan Katsiyannis, OMB Administrator

LCR/dh

18-213.08072018.LPS.Approp and Tax Levy Ord.wpd



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ORDINANCE NO. XXXX

CITY OF PINELLAS PARK, FLORIDA

APPROPRIATIONS AND TAX LEVY ORDINANCE

AN APPROPRIATIONS AND TAX LEVY ORDINANCE OF THE CITY OF PINELLAS PARK, FLORIDA, COVERING THE FISCAL YEAR BEGINNING OCTOBER 1, 2018, AND ENDING SEPTEMBER 30, 2019; BEING AN ORDINANCE APPROPRIATING FUNDS REQUIRED FOR THE PURPOSE OF MEETING THE GENERAL OPERATING EXPENSES OF THE CITY FOR SALARIES, WAGES, FEES NECESSARY OR PROPER, DISBURSEMENTS AND OTHER EXPENDITURES NECESSARY OR PROPER FOR THE OPERATION OF THE CITY GOVERNMENT, THE WATER AND SEWERAGE UTILITY SYSTEM, AND FOR THE PURPOSE OF MEETING DEBT RETIREMENT REQUIREMENTS AND CAPITAL IMPROVEMENTS DURING SAID FISCAL YEAR, 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.

There is hereby appropriated, in accordance with the attached schedules, for all expenses necessary or proper for carrying on the City Government and for debt retirement during the fiscal year ending September 30, 2019, from revenues accruing to the City from the collection of real and personal property taxes (the millage of said taxes being set at 5.4900 mills on all real and personal property located and situated within the City of Pinellas Park, Florida, said area being known and designated by the Code Letters "PP" and "PPW" in the official tax assessment rolls of the County of Pinellas, State of Florida), and from surplus funds and revenue available or accruing from any and all other sources during said fiscal year, the following, as hereinafter set forth in this appropriations and tax levy ordinance:

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, 2019, (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, in accordance with the attached schedules of estimated revenue, and for the general operating expenses and obligations of the City of Pinellas Park during said fiscal year, the sum of fifty-nine million, eight hundred ninety-nine thousand, seven hundred twenty dollars (\$59,899,720).

(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, in accordance with the appropriations hereinafter provided in the attached schedules.

(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 II. WATER AND SEWER REVENUE FUND

There is hereby appropriated from the "Water and Sewer Revenue Fund" of the Water and Sewerage Utility System, which revenues are derived from the sale of water, water meters and installations, sewer charges, and other services rendered in connection with the operation, extension, maintenance, repair and improvement of the Water and Sewerage Utility System in accordance with the schedules attached of the estimated revenues, for the operating and other expenses necessary or proper related to the said system, and for debt service during the fiscal year ending September 30, 2019, the sum of twenty-six million, eight hundred twenty-two thousand, seven hundred fifty-six dollars (\$26,822,756).

SECTION III. CONFISCATED PROPERTY FUND

There is hereby appropriated from the "Confiscated Property Fund", which revenues are derived pursuant to Florida Statute 932.703 which provides for forfeiture of certain properties used in the commission of a felony, for the purpose of funding certain law enforcement expenses of the City of Pinellas Park, in accordance with the schedules attached for the fiscal year ending September 30, 2019, the sum of thirty-nine thousand, five hundred dollars (\$39,500).

SECTION IV. PUBLIC IMPROVEMENT REVENUE FUND

There is hereby appropriated from the "Public Improvement Revenue Fund", which revenues are derived from franchise fees, public service taxes, infrastructure sales taxes, public improvement bond debt service reserve account interest income, and those revenues shared by the State of Florida in accordance with Chapter 218, Part II, Florida Statutes, as provided by Ordinance Numbers 120, 123, 329, 354, 683, 1536, 1568, and 1793 for the purpose of meeting the operating, capital outlay, and debt requirements of the General, Capital Improvement Assessment, Insurance Loss, and Public Improvement Revenue Funds, in accordance with the schedules attached for the fiscal year ending September 30, 2019, the sum of fourteen million, seven hundred sixty-six thousand, two hundred twenty dollars (\$14,766,220).

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, 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, for the purpose of financing the Community Redevelopment projects within the redevelopment area of the City of Pinellas Park, in accordance with the schedules attached for the fiscal year ending September 30, 2019, the sum of two million, nine hundred eighty-nine thousand, eight hundred eighty-two dollars (\$2,989,882).

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 schedules attached for the fiscal year ending September 30, 2019, the sum of six million, six hundred sixty thousand, one hundred fifty-nine dollars (\$6,660,159).

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 schedules attached for the fiscal year ending September 30, 2019, the sum of twelve million, six hundred seventy-seven thousand, eight hundred seventy-eight dollars (\$12,677,878).

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, 2019, the sum of two hundred seven thousand, four hundred thirty-seven dollars (\$207,437).

SECTION IX. WORKERS' COMPENSATION LOSS FUND

There is hereby appropriated from the "Workers' Compensation Loss Fund" which is created in accordance with City of Pinellas Park Resolution Numbers 89-35 and 96-17, 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 payment of adjusted insurance premiums, in accordance with the schedules attached for the fiscal year ending September 30, 2019, the sum of one hundred twenty-five thousand dollars (\$125,000).

SECTION X. GENERAL PROVISIONS

The passage of this Ordinance on first reading shall constitute adoption of a tentative budget as provided by Florida Statute. All purchase orders for materials or services that remain open at the end of fiscal year 2017-2018 are to become automatic appropriations in the appropriate departmental accounts in the fiscal year ending September 30, 2019, unless canceled.

SECTION XI. SEVERABILITY

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 XII. 2018-2019 BUDGET SUMMARIES

There follow, and are incorporated herein, the attached Schedules:

- Schedule A - Summary of Revenues - General Fund
- Schedule B - Summary of Expenditures - General Fund
- Schedule C - Summary of Revenues - Water and Sewer Revenue Fund
- Schedule D - Summary of Expenses - Water and Sewer Revenue Fund
- Schedule E - Summary of Revenues - Confiscated Property Fund
- Schedule F - Summary of Expenditures - Confiscated Property Fund
- Schedule G - Summary of Revenues - Public Improvement Revenue Fund
- Schedule H - Summary of Expenditures - Public Improvement Revenue Fund
- Schedule I - Summary of Revenues - Community Redevelopment Fund
- Schedule J - Summary of Expenditures - Community Redevelopment Fund
- Schedule K - Summary of Revenues - Capital Equipment Replacement Fund
- Schedule L - Summary of Expenses - Capital Equipment Replacement Fund
- Schedule M - Summary of Revenues - Capital Improvement Assessment Fund
- Schedule N - Summary of Expenditures - Capital Improvement Assessment Fund
- Schedule O - Summary of Revenues - Insurance Loss Fund
- Schedule P - Summary of Expenses - Insurance Loss Fund
- Schedule Q - Summary of Revenues - Workers' Compensation Loss Fund
- Schedule R - Summary of Expenses - Workers' Compensation Loss Fund

SECTION XIII. EFFECTIVE DATE

This Ordinance shall become effective on October 1, 2018.

PUBLISHED THE _____ DAY OF _____, 2018.

FIRST READING THE _____ DAY OF _____, 2018.

PUBLIC HEARING THE _____ DAY OF _____, 2018.

PUBLISHED THE _____ DAY OF _____, 2018.

PUBLIC HEARING THE _____ DAY OF _____, 2018.

PASSED THIS _____ DAY OF _____, 2018.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS _____ DAY OF _____, 2018.

Sandra L. Bradbury
MAYOR

ATTEST:

Diane M. Corna, MMC
CITY CLERK

**SCHEDULE A
GENERAL FUND REVENUES**

Fund 001	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
UNAPPR. BEGIN. FUND BALANCE	\$ 19,287,366	\$ 19,266,223	\$ 20,880,230	\$ 19,219,323
REVENUES:				
311100 Ad Valorem Taxes	\$ 15,708,323	\$ 16,471,933	\$ 17,433,230	\$ 18,525,799
321109 Business Tax	732,834	747,246	739,000	745,000
321315 Plan Reviews/Inspections	162,881	230,445	156,000	165,000
321323 Zoning Advertising Fees	6,938	8,845	6,807	8,000
321331 County Recording Fee		487	-	-
322107 Building Permits	307,794	330,633	250,000	280,000
322115 Floor Waivers	275	275	150	150
322123 Technology & Enhancements	19,169	21,573	15,000	15,000
322131 Sign Variance Fee		200	-	-
322206 Plumbing Permits	24,538	25,948	24,000	24,000
322305 Heating Permits		64,038	53,000	53,000
322404 Electrical Permits	51,025	64,307	50,825	50,825
322503 Gas Permits	1,292	1,488	1,800	1,800
322602 Sign and Fence Permits	20,107	26,085	17,000	20,000
322701 Public Works Permits	44,923	25,129	31,750	31,750
322909 Land Permits	8,930	7,921	6,500	6,500
323006 Fire Permits	18,006	15,449	11,500	11,500
331116 Fire Wellness Grant				
323014 Fire & Life Safety Review	40,265	53,828	36,000	40,000
323303 Medical District Fees	80	43	100	100
331249 Bulletproof Vest Ptnr Grant	8,406	10,700	-	-
331298 Pedestrian Safety Grant	10,128	4,835	-	-
331546 Justice Grant	18,150	18,275	-	-
331702 Federal Disaster Relief		34,665	-	-
337215 Health Initiative Grant	-	-	-	110,915
339127 Miscellaneous Grants	8,388	4,537	-	-
342105 1972 State Rev Sharing	1,322,131	1,449,014	1,400,000	1,500,000
342303 Beverage Licenses	22,574	29,323	22,500	29,000
342402 Mobile Home Licenses	24,228	26,687	23,750	26,500
342709 1982 Sales Tax	3,175,896	3,270,073	3,250,000	3,350,000
343103 Gasoline Tax Refund	34,967	39,665	35,000	39,000
343301 1987 Local Option Gas Tax	661,328	666,992	661,000	666,000
343608 FDOT Roadway Maintenance	242,957	279,725	-	-
343707 County Library	364,367	380,079	369,433	355,000
345304 County EMS/First		24,619	-	-
345306 County EMS - Citywide	1,509,735	1,843,995	2,450,000	2,313,331
345512 Fire Incentive Pay	-	15,416	-	-
351106 Zoning Fees	20,355	16,583	15,000	15,000
351205 Property Searches	32,450	28,325	23,000	23,000
351213 Vacant Property Registrations	102,100	77,750	85,000	77,750
352104 Fire District Charges	783,766	786,669	826,003	862,288
352203 EMS Charges	952,164	1,229,330	999,772	1,500,000
352302 Fire Protect - Waste Recov	40,000	40,000	40,000	40,000
352310 Kenneth City-Fire Services	234,901	264,002	259,385	270,000
352401 School Resource	110,773	112,872	113,000	464,000
352419 Contractual Services-Police	264,679	340,875	270,000	285,000
352427 Contractual Services-Fire	6,166	5,920	5,000	5,500
352435 Retirement Services	62,543	62,586	65,000	65,000
352500 Agreement - Kenneth City	83,466	83,226	80,000	83,000
355107 Refuse Collection	5,704,021	5,949,834	5,902,630	6,355,000
355206 Refuse Billing	593,785	618,068	590,263	635,500
356105 Land Clearing Principal	19,478	(44,025)	16,000	16,000
356204 Land Clearing Interest	-	(34,412)	-	-
356303 Property Improvements	5,650	5,993	8,000	8,000
356402 Code Enforcement Liens	55,248	127,336	65,000	75,000
357103 Library Fees	31,153	29,206	31,000	25,000
357111 Special Fees - Cultural Affairs	207	161	-	-
357202 Recreation Fees	117,385	130,369	117,000	117,000
357228 Rec Fees - Children's Fest	360	185	250	250
357251 Recreation Fees - Taxable	28,496	30,713	28,000	28,000

**SCHEDULE A
GENERAL FUND REVENUES (CONT'D)**

Fund 001		Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
357269	Special Rec Fees - Forbes	16,815	25,969	16,850	20,000
357277	Special Rec Fees - Broderick	9,442	11,362	9,442	9,442
357285	Special Rec Fees - Skyview	4,946	16,591	4,600	4,600
357293	Special Rec Fees- Sr. Center	9,870	16,224	9,869	15,250
357301	Swimming Pool - Taxable	8,527	10,100	8,600	10,000
357400	Swimming Pool - Exempt	21,119	10,393	21,000	10,000
357608	CPR Class Fee	2,156	3,037	2,844	2,844
358101	Stormwater Fees	949,082	963,975	900,000	900,000
361105	Court Fines	166,350	175,527	166,000	175,000
361204	Pinellas Park Police Training	11,517	11,304	11,500	11,500
371104	Interest Income	182,559	228,812	182,000	235,000
371203	Interest Income - SBA	-	179	-	-
371500	Interest Income - FMIVT	37,098	8,103	38,500	8,000
371609	License Agreement	56,072	57,444	56,000	57,000
372201	Staff Charges	3,843	7,722	2,500	2,500
372219	Rent Inc.	4,681	6,539	4,300	5,000
372243	Rent-Bandshell-Tax	2,374	1,914	2,300	2,300
372250	Rent-Bandshell-Non tax	14,079	8,884	12,000	10,000
372268	Rent - School Property	90,462	108,756	95,000	108,480
372276	Park Station Rent - Taxable	6,335	6,683	6,300	6,300
372292	Library Copy Machines	21,553	21,567	21,000	21,000
372300	Auditorium Maint Fee Tax	17,589	8,584	17,500	8,500
372409	Auditorium Maint Non Tax	3,050	8,654	7,500	12,000
372417	Performing Arts - Taxable	8,986	6,357	8,900	2,500
372425	Performing Arts - Non Taxable	79,669	192,212	50,000	200,000
372433	Performing Art Center-Concess.	6,754	6,690	5,000	6,500
372441	Recreation Center Tax	3,368	5,262	1,500	3,300
372458	Recreation Center Non Tax	1,505	1,273	1,556	1,000
372466	Equestrian arena rent - Taxable	-	593	200	200
372474	Equestrian Non Tax	184	200	486	486
372480	Community Garden Rent		1,444	-	-
372482	Garden Rent	949	-	1,000	1,000
372490	Ball Field Rental	12,901	7,224	11,000	7,000
372508	Int/Dec Fair Value Invest.	(23,380)	(188,438)	20,000	25,000
375105	Sale of City Assets - Tax	2,321	6,680	578	578
375204	Sale of City Assets - Exempt	17,163	4,858	3,000	3,000
375402	Sale of Scrap	15,444	5,736	15,000	10,000
376103	Miscellaneous Revenue	7,977	10,878	10,000	10,000
376111	False Alarms/Police	13,525	7,700	12,000	7,500
376129	False Alarms/Fire	1,700	1,749	1,650	1,650
376202	Taxable Sales	3,755	6,929	4,580	4,580
376210	Library Taxable Sales	10,408	10,239	10,000	10,000
376228	Non-Taxable Sales	14,465	14,598	10,000	10,000
376293	Crash Report Rebates	7,421	10,375	7,000	7,000
376301	Discounts Earned	440	83	155	155
376335	Surcharge	2,076	2,861	2,000	2,000
376400	Refund Prior Year Expense	2,693	12,392	2,500	2,500
376509	Donations - Private Source	41,758	43,158	18,000	25,000
376608	Auditorium Cleaning Chg	2,324	7,039	-	6,000
376616	Audtm Set Up/Down		3,050	-	-
376624	Perform. Arts Cleaning Charge	2,512	2,787	-	2,500
376632	Perform. Arts Cleaning Non Tax	4,230	13,605	-	5,000
379107	Gen Fd Svc Chg to W/S Fd	1,750,000	1,750,000	1,795,000	1,795,000
379115	Pymt in Lieu of Prop Tax	534,424	548,531	550,000	587,834
379123	Trans from Redev. District	977,548	856,154	877,359	1,055,023
382408	Trans from Pub Imp Rev.	13,535,598	14,569,653	13,760,524	13,766,024
385112	Trans from Cap. Eq. Rep. Fd.	400,000	7,569	-	-
TOTAL REVENUES		\$ 52,878,018	\$ 55,713,563	\$ 55,379,241	\$ 58,511,504

**SCHEDULE B
GENERAL FUND EXPENDITURES**

Fund 001		Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
EXPENDITURES:					
111	City Council	\$ 397,758	\$ 413,587	\$ 434,130	\$ 432,388
112	City Clerk	669,879	608,090	756,842	728,909
114	Legal	421,470	417,308	429,500	442,500
121	City Manager	298,835	294,485	309,458	529,964
122	Human Resources Admin.	220,464	240,676	268,318	298,044
123	Staffing & Benefits	464,692	493,060	601,619	593,611
124	Retirement Services	125,173	145,764	161,264	206,207
132	Planning & Zoning	781,276	743,064	868,819	1,208,418
160	Purchasing	703,678	662,646	705,938	713,173
170	At Large	2,726,752	2,645,433	2,778,502	2,951,438
210	Police	14,387,006	14,946,704	15,641,531	17,003,157
220	Fire	7,618,606	7,821,772	8,368,564	8,148,457
230	EMS	3,259,092	3,261,944	3,559,356	3,808,239
251	Building Development	1,401,762	1,355,727	1,501,923	1,572,022
330	Refuse Collection	5,786,186	6,110,209	5,902,630	6,355,000
340	Public Works Admin.	339,379	315,347	288,844	333,842
410	Transportation and Stormwater	4,504,834	4,590,423	4,716,827	4,963,084
712	Leisure Services Admin	169,908	193,548	207,000	547,623
721	Library	1,922,072	1,806,096	1,963,238	2,045,769
731	Parks	1,425,232	1,427,869	1,550,087	1,260,385
730	Recreation	2,126,741	2,206,809	2,329,374	2,409,577
740	Communications & Marketing	1,310,606	1,249,009	1,675,206	1,681,097
811	Construction Services	628,939	596,388	623,831	664,926
813	Community Development Adm.	426,201	431,281	563,807	196,242
815	Neighborhood Services	782,622	747,738	833,540	805,648
TOTAL EXPENDITURES		<u>52,899,162</u>	<u>53,724,977</u>	<u>57,040,148</u>	<u>59,899,720</u>
TO/(FROM) UNAPPR. FUND BALANCE			(374,579)		
UNAPPR. ENDING FUND BALANCE		\$ 19,266,223	\$ 20,880,230	\$ 19,219,323	\$ 17,831,107

**SCHEDULE C
WATER AND SEWER FUND REVENUES**

Fund 401	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
UNAPPR. NET ASSETS	\$ 7,507,763	\$ 11,143,393	\$ 10,598,506	\$ 12,369,646
REVENUE:				
331538 Recycling Grant	\$ 13,905	\$ 13,169	\$ -	\$ -
351220 Convenience Fees	100,454	112,125	105,000	115,000
352609 PC Interbilling	3,918	3,963	4,000	4,000
353102 Sale of Water	11,837,749	12,022,438	12,043,750	12,142,663
353201 Penalties	829,683	472,572	800,000	475,000
353300 Water Connection Charges	27,039	41,418	25,000	25,000
353409 Misc Water Charges	184,742	176,313	180,000	180,000
354100 Sewer Service Charges	15,098,501	15,910,478	14,656,000	16,000,000
354209 Sewer Connection Charges	44,510	68,850	35,000	35,000
359109 Sale of Reclaimed Water	755,412	801,423	815,000	815,000
359208 Reclaim Water Conn Chges	16,551	39,634	3,000	3,000
371104 Interest Income	96,742	146,052	65,000	150,000
371203 Interest Income - SBA	46	112	-	-
371500 Interest Income - FMIVT	18,275	6,389	14,000	5,000
372508 Int/Dec Fair Value Adjust.	(734)	(138,245)	10,000	10,000
373308 Sewer Principal Pymts.		(11,459)	-	-
373209 WTR Assessment Principal		(3,419)	-	-
374207 Water Assessment Int Pen	683	(13,582)	683	683
374306 Sewer Assessment Int Pen	2,286	(52,968)	2,298	2,298
375105 Sale of City Assets - Taxable	522	22	-	-
375204 Sale of City Assets - Exempt	2,150	1,447	-	-
375212 Gain/Loss Asset Dispositions	2,381	1,045	2,300	2,300
376103 Miscellaneous Revenue	122	10,211	120	120
376202 Taxable Sales	-	-	-	-
376400 Refund of Prior FY Exp	(672)	(656)	-	-
379305 Finance Svc Chg to Gen	635,000	637,500	653,500	660,000
TOTAL REVENUES	\$ 29,669,263	\$ 30,244,832	\$ 29,414,651	\$ 30,625,064

**SCHEDULE D
WATER AND SEWER EXPENSES**

Fund 401	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
EXPENDITURES:				
140 Finance	\$ 3,324,038	\$ 3,172,800	\$ 3,266,086	\$ 3,373,498
146 Office Manage/Budget	304,177	299,498	346,992	368,970
170 City At Large	5,797,737	5,936,228	5,302,235	6,108,379
311 Water	7,753,086	8,158,678	8,350,350	8,448,280
312 Reclaimed Water	600,605	607,921	647,197	703,917
322 Sewer	8,253,990	7,302,067	9,730,651	7,819,712
TOTAL EXPENDITURES	\$ 26,033,633	\$ 25,477,192	\$ 27,643,511	\$ 26,822,756
TO/(FROM) UNRESTRICTED NET ASSETS		(5,312,527)		
UNRESTRICTED ENDING NET ASSETS	\$ 11,143,393	\$ 10,598,506	\$ 12,369,646	\$ 16,171,954

Note 1 - Additional cash flow information:

381 Capital Impr. Expenditures	\$ 2,467,540	\$ 5,978,648	\$ 3,094,508	\$ 3,509,008
n/a Debt Service Expenditures	\$ 1,990,522	\$ 1,987,793	\$ 1,504,416	\$ 1,504,416

**SCHEDULE E
CONFISCATED PROPERTY FUND REVENUES**

Fund 104		<u>Actual 2015-16</u>	<u>Actual 2016-17</u>	<u>Budget 2017-18</u>	<u>Budget 2018-19</u>
UNAPPR. BEGIN. FUND BALANCE		\$ 212,643	\$ 139,663	\$ 118,373	\$ 81,298
REVENUES:					
361303	Confiscated Property	9,690	4,093	13,000	5,000
361501	Fed Proceeds-Conf.Pro	6,955	9,597	-	8,000
371104	Interest Income	1,503	1,153	1,350	1,000
371203	Interest Income - SBA	-	1	-	-
372500	Interest Income - FMIVT	280	9	150	10
372508	Inc/Decr Fair Value Inv.	(156)	(1,003)	-	500
TOTAL REVENUES		<u>\$ 18,272</u>	<u>\$ 13,850</u>	<u>\$ 14,500</u>	<u>\$ 14,510</u>

**SCHEDULE F
CONFISCATED PROPERTY FUND EXPENDITURES**

Fund 104		<u>Actual 2015-16</u>	<u>Actual 2016-17</u>	<u>Budget 2017-18</u>	<u>Budget 2018-19</u>
EXPENDITURES:					
533109	Operating Supplies	\$ 6,444	\$ 29,602	\$ 20,000	\$ 20,000
553503	Travel and Training	21,308	5,538	12,000	9,500
562108	Operating Equipment	13,500	-	10,000	10,000
559302	Transf. to CIP	50,000	-	-	-
TOTAL EXPENDITURES		<u>\$ 91,252</u>	<u>\$ 35,140</u>	<u>\$ 42,000</u>	<u>\$ 39,500</u>
TO/(FR.) UNAPPR. FUND BALANCE				\$ (9,575)	
UNAPPR. ENDING FUND BALANCE		\$ 139,663	\$ 118,373	\$ 81,298	\$ 56,308

**SCHEDULE G
PUBLIC IMPROVEMENT REVENUE FUND REVENUES**

Fund 105		Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
UNAPPR. BEGIN. FUND BALANCE		\$ 1,072,601	\$ 940,776	\$ -	\$ -
REVENUES:					
313106	Electric Franchise Fee	\$ 4,379,962	\$ 4,381,716	\$ 4,700,000	\$ 4,550,000
313403	Natural Gas Franchise Fee	83,570	80,159	82,000	82,000
314104	Electric Utility Tax	5,365,900	5,416,593	5,400,000	5,524,925
314203	Communication Svcs. Tax	1,872,383	1,864,384	1,880,000	1,880,000
314302	Water Utility Tax	1,134,873	1,157,429	1,150,000	1,180,575
314401	Natural Gas Utility Tax	103,030	70,526	85,000	85,000
314500	Bottle Gas Utility Tax	81,968	105,365	81,298	81,298
342105	1972 State Rev Sharing	387,226	387,226	387,226	387,226
343509	1 Cent Infrastructure Sls Tx	1,001,111	999,208	998,886	995,196
TOTAL REVENUES		<u>\$ 14,410,023</u>	<u>\$ 14,462,606</u>	<u>\$ 14,764,410</u>	<u>\$ 14,766,220</u>

**SCHEDULE H
PUBLIC IMPROVEMENT REVENUE FUND EXPENDITURES**

Fund 105		Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
EXPENDITURES:					
559104	Transfer to General Fund	\$ 13,535,598	\$ 14,569,653	\$ 13,760,524	\$ 13,766,024
551101	Bad Debt Write-Offs	10,140	25,470	5,000	5,000
581157	Bond Principal	847,000	868,000	886,000	901,000
582189	Bond Interest	149,111	131,208	112,886	94,196
5-831-04	Agent Fees				
TOTAL EXPE TOTAL EXPENDITURES		<u>\$ 14,541,849</u>	<u>\$ 15,594,331</u>	<u>\$ 14,764,410</u>	<u>\$ 14,766,220</u>
TO/(FROM) UNAPPR. FUND BALANCE			190,949		
UNAPPR. ENDING FUND BALANCE		\$ 940,776	\$ -	\$ -	\$ -

**SCHEDULE I
COMMUNITY REDEVELOPMENT FUND REVENUES**

Fund 106		Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
UNAPPR. BEGIN. FUND BALANCE	\$	30,838	\$ 142,444	\$ 144,052	\$ 0
REVENUES:					
345405	Contrib - Pinellas County	987,285	1,142,815	1,296,580	1,455,092
371104	Interest Income	7,696	12,734	4,100	4,100
372219	Rental Income	32,846	48,207	35,000	35,000
372220	Rental Income-Non Taxable	-	12,000	12,000	12,000
372508	INC/DEC Fair Value	-	(1,235)	-	-
376103	Miscellaneous Revenue	111	100	25	25
376509	Donations Fr Priv	-	70	-	-
381103	Trans from General Fund	1,025,510	1,167,671	1,326,179	1,483,665
TOTAL REVENUES		<u>\$ 2,053,448</u>	<u>\$ 2,382,362</u>	<u>\$2,673,884</u>	<u>\$2,989,882</u>

**SCHEDULE J
COMMUNITY REDEVELOPMENT FUND EXPENDITURES**

Fund 106		Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
EXPENDITURES:					
511105	Full Time Salaries	\$ -	\$ -	\$ -	\$ 73,387
518100	City Attorney	-	3,125	28,740	20,000
521104	Social Security	-	-	-	5,637
522102	Group Insurance	-	-	-	14,123
523100	Pension	-	-	-	12,343
524108	Workers Compensation	-	-	-	81
531103	Office Supplies	49	-	100	100
533109	Operating Supplies	19,832	5,193	17,500	17,500
542209	Building Internal Services	52,329	25,713	53,000	53,000
551259	Appraisal Services	2,400	-	2,500	2,500
551408	Audit Services	4,300	4,300	4,400	7,500
552505	Property Taxes	7,976	12,961	18,125	18,125
553404	Memberships	175	1,170	1,050	1,170
553503	Travel & Training	2,052	435	2,500	2,500
554105	Telephone	-	142	300	300
554204	Wireless Services	-	-	-	600
554303	Water	4,316	3,174	4,500	4,500
554501	Electricity	6,756	7,439	8,000	8,000
555102	General Insurance	9,533	13,905	14,650	16,850
557702	Advertising	-	-	-	10,000
559302	Transfer to CIP Fund	817,677	1,447,043	1,628,827	1,629,348
559724	Transfer for Police/CRA Sal.	977,548	856,154	877,359	1,055,023
559906	Contingency	-	-	50,000	37,295
596650	Coal. for the Homeless (2%)	36,900	-	-	-
TOTAL EXPENDITURES		<u>\$ 1,941,842</u>	<u>\$ 2,380,754</u>	<u>\$2,711,551</u>	<u>\$2,989,882</u>
TO/(FROM) UNAPPR. FUND BALANCE				(106,385)	
UNAPPR. ENDING FUND BALANCE	\$	142,444	\$ 144,052	\$ 0	\$ 0

**SCHEDULE K
CAPITAL EQUIPMENT REPLACEMENT FUND REVENUES**

Fund 501	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
UNAPPR. BEGIN. FUND BALANCE	\$ 15,073,236	\$13,232,013	\$ 12,187,977	\$ 12,600,761
REVENUES:				
371104 Interest Income	\$ 113,033	\$ 123,337	\$ 113,300	\$ 125,000
371203 Interest Income - SBA	54	101	-	-
371500 Interest Income - FMIVT	20,302	2,473	20,000	1,500
372508 Incr/Decr. Fair Value - Inv.	(14,062)	(104,166)	20,000	20,000
375105 Sale of City Assets - Tax	-	2,209		
375204 Sale of City Assets - Exempt	-	481,523		35,000
375212 Gain/Loss Asset Disposit	124,153	(121,018)	70,000	70,000
376400 Refund of prior year expen.		(320)	-	-
381103 Contrib. General Fund (Tech)	18,969	21,573	18,000	18,000
382507 Contrib. Cap. Impr. Fund	665,408	272,120	125,500	284,000
385104 Contr. Water/Sewer Fund	-	-	-	414,500
386102 Contrib. from Municipality	190,000	-	-	-
392100 Equipment Rental Charge	1,017,771	1,196,375	1,050,000	1,196,380
392407 Fuel Surcharge	45,662	47,342	44,000	44,000
392506 Fleet Service Charges	828,075	814,003	943,765	1,165,682
392605 Facilities Mgmt. Charges	856,588	881,586	1,074,545	1,136,162
392704 Information Technology Chgs	2,995,789	2,543,211	2,960,956	3,169,107
TOTAL REVENUES	<u>\$ 6,861,742</u>	<u>\$ 6,160,349</u>	<u>\$ 6,440,066</u>	<u>\$ 7,679,331</u>

**SCHEDULE L
CAPITAL EQUIPMENT REPLACEMENT FUND EXPENSES**

Fund 501	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
EXPENDITURES:				
821 Facilities & Project Mgmt.	\$ 950,333	\$ 894,554	\$ 1,073,777	\$ 1,089,792
831 Fleet Maintenance	953,533	904,077	942,782	1,005,599
851 Information Technology	3,749,062	3,077,277	3,060,723	3,149,768
177 City at Large	3,050,037	1,517,449	950,000	1,415,000
TOTAL EXPENDITURES	<u>\$ 8,702,965</u>	<u>\$ 6,393,357</u>	<u>\$ 6,027,282</u>	<u>\$ 6,660,159</u>

TO/(FROM) UNRESTRICTED NET ASSETS		811,028	-	-
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UNRESTRICTED ENDING NET ASSETS	\$ 13,232,013	\$12,187,977	\$ 12,600,761	\$ 13,619,933
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* Note: FY 2018-19 Capital Equipment purchases total \$1,244,500 and Fleet purchases of \$2,882,500.

**SCHEDULE O
INSURANCE LOSS FUND REVENUES**

Fund 511	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
UNAPPR. BEGIN. NET ASSETS	\$ 778,984	\$ 842,321	\$ 796,485	\$ 724,712
REVENUES:				
371104 Interest Income	10,627	9,819	7,500	8,000
371203 Interest Income - SBA	5	8	-	-
371500 Interest Income - FMIVT	1,921	135	1,766	-
372508 Incr/Decr Fair Value Inv.	(1,429)	(7,831)	1,500	500
375212 Gain/Loss Disposal of Assets	5,081	-	-	-
375303 Insurance Claims	47,387	96,972	29,000	40,000
376400 Refund of Prior FY		(3)		
376715 General Insurance Refund	74,449	32,759	90,000	70,000
376723 Claims Payable Rev. Adjust.	-	19,000	-	-
397109 Self Insurance Premiums	347,200	-	-	-
TOTAL REVENUES	<u>\$ 485,242</u>	<u>\$ 150,859</u>	<u>\$ 129,766</u>	<u>\$ 118,500</u>

**SCHEDULE P
INSURANCE LOSS FUND EXPENSES**

Fund 511	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
153 Risk Management Expenses	\$ 421,906	\$ 196,695	\$ 201,539	\$ 207,437
TOTAL EXPENSES	<u>\$ 421,906</u>	<u>\$ 196,695</u>	<u>\$ 201,539</u>	<u>\$ 207,437</u>
TO/(FROM) UNRESTRICTED NET ASSETS	-	-	-	-
UNRESTRICTED ENDING NET ASSETS	\$ 842,321	\$ 796,485	\$ 724,712	\$ 635,775

**SCHEDULE M
CAPITAL IMPROVEMENT FUND REVENUES**

Fund 301	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
UNAPPR. BEGIN. FUND BALANCE	\$ 14,495,463	\$ 14,814,972	\$ 13,309,865	\$ 12,104,635
REVENUES:				
331538 Pinellas County Recycling Grt	\$ 24,141	\$ 25,379	\$ 38,000	\$ 38,000
331835 Dept. of Env. Prot. Grant	-	113,839	-	-
337402 FDOT State Grants	2,304,271	-	512,500	310,000
339119 Comm Dev Block Grant	-	300,000	100,000	288,187
339127 Misc.Grants-FL Emerg. Mgmt	44,555	2,072	168,750	1,932,750
339259 SWFWMD Coop. Grant	419,848	165,898	-	-
343509 1 Cent Infrastructure Sls Tax	3,619,042	3,749,844	3,625,000	3,625,000
357509 Parkland Dedication Fees	19,139	45,442	20,000	20,000
358101 Stormwater Fees	300,000	300,000	300,000	300,000
371104 Interest Income	101,059	83,735	70,000	70,000
371203 Interest Income - SBA	47	76	-	-
371302 Parkland Dedic-Int Income	67	271	75	75
371328 Interest - Fairlawn Park	2,664	2,351	2,700	2,700
371336 Gateway Interest Income	2,165	1,827	2,200	2,200
371500 Interest Income - FMIVT	17,586	(3,514)	16,000	16,000
372508 Incr/Decr Fair Value of Invest.	(14,643)	(72,859)	10,000	10,000
376103 Miscellaneous Revenues	8,322	9,767	8,400	8,400
376400 Refund Prior Year Exp.	-	13,778	-	-
376509 Private Sources - Donations	53,950	9,178	-	-
377788 Pinellas County Participation	-	-	250,000	-
379701 Trans Impact Fees #10	47,846	-	-	-
379719 Trans Impact Fees #10A	32,512	-	-	-
379727 Trans Impact Fees #9	-	-	-	-
379735 Trans Impact Fees #8	-	-	-	-
379743 Multimodal Impact Fees #10	19,727	72,852	10,000	10,000
379750 Multimodal Impact Fees #10A	2,965	18,927	2,500	2,500
379768 Multimodal Impact Fees #8	1,641	31,035	1,000	1,000
381111 Trans from Com Red Fd	817,677	1,447,043	1,628,827	1,629,348
385104 Interfund Loan-Water/Sewer Fd	2,284,934	5,978,648	2,479,935	2,001,695
385120 Trans from Confiscated Prop	50,000	-	-	-
385955 Trans Public Impr. Bond Fd.	42,120	1,164,934	-	-
TOTAL REVENUES	\$ 10,201,636	\$ 13,460,523	\$ 9,245,887	\$ 10,267,855

**SCHEDULE N
CAPITAL IMPROVEMENT FUND EXPENDITURES**

Fund 301	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
EXPENDITURES:				
175 At Large	\$ 1,272,664	\$ 3,672,155	\$ 3,399,100	\$ 5,066,496
281 Police	59,796	66,729	-	-
282 Fire	-	1,104,140	50,000	102,500
382 Drainage	3,864,894	690,278	150,000	1,195,000
481 Transportation	964,077	2,135,512	2,038,357	1,538,187
781 Cult/Recr	770,354	1,046,049	2,208,225	2,490,000
N/A Water	248,236	107,348	144,935	750,000
N/A Sewer	2,020,447	5,871,299	2,315,000	1,236,695
N/A Recl.Water	16,251	-	20,000	15,000
N/A Transfer to Capit. Eq. Fd.	665,408	272,120	125,500	284,000
TOTAL EXPENDITURES	\$ 9,882,128	\$ 14,965,630	\$ 10,451,117	\$ 12,677,878
TO/(FROM) UNAPPR. FUND BALANCE	-	-	-	-
UNAPPR. ENDING FUND BALANCE	\$ 14,814,972	\$ 13,309,865	\$ 12,104,635	\$ 9,694,612

**SCHEDULE Q
WORKERS' COMPENSATION LOSS FUND REVENUES**

Fund 512	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
UNAPPR. BEGIN. NET ASSETS	\$ 900,188	\$ 1,125,953	\$ 951,469	\$ 743,469
REVENUES:				
371104 Interest Income	\$ 11,295	\$ 12,655	\$ 8,000	\$ 13,000
371203 Interest Income - SBA		9	-	-
371500 Interest Income - FMIVT	2,025	230	2,000	230
372508 Incr/Decr Fair Value Adjust.	(1,564)	(10,672)	2,000	1,000
376723 Claims Payable Rev. Adj.	-	-	80,000	15,000
397109 Self Insurance Premiums	263,550	-	-	-
TOTAL REVENUES	<u>\$ 275,306</u>	<u>\$ 2,222</u>	<u>\$ 92,000</u>	<u>\$ 29,230</u>

**SCHEDULE R
WORKERS' COMPENSATION LOSS FUND EXPENSES**

Fund 512	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
EXPENSES:				
176 Expenditures	\$ 49,541	\$ 176,706	\$ 300,000	\$ 125,000
TOTAL EXPENSES	<u>\$ 49,541</u>	<u>\$ 176,706</u>	<u>\$ 300,000</u>	<u>\$ 125,000</u>
TO/(FROM) UNRESTRICTED NET ASSETS	-	-	-	-
UNRESTRICTED ENDING NET ASSETS	\$ 1,125,953	\$ 951,469	\$ 743,469	\$ 647,699

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City of Pinellas Park

Staff Report

File #: 18-542, **Version:** 1

Agenda Date: 9/6/2018

ORDINANCE NO. 4069. ANNEXING INTO THE CITY OF PINELLAS PARK CERTAIN PARCELS OF LAND GENERALLY LOCATED AT 8100 PARK BOULEVARD (AX18-15 CROSS BAYOU COMMERCE PARK, LLC & LANDBAYOU, LLP)

PUBLIC HEARING SECOND AND FINAL READING

(Speaker - Shannon Coughlin, Economic Development Manager)

NOTE: This is a voluntary annexation of 20.07 acres MOL of contiguous commercial property located at 8100 Park Boulevard. There is currently a sixty-five (65) unit Business Park on the property.

CI on 8/23/18 Council meeting.

ACTION: (Pass - Deny) Ordinance No. 4069. Public hearing second and final reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, FLORIDA, ANNEXING INTO THE CITY OF PINELLAS PARK, FLORIDA, CERTAIN PARCELS OF LAND GENERALLY LOCATED AT 8100 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.

(CROSS BAYOU COMMERCE PARK, LLC & LANDBAYOU, LLP AX18-15)

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

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

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

SECTION ONE: That the land lying in an unincorporated area of Pinellas County, Florida, and contiguous to the City of Pinellas Park, generally located at 8100 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 and CH which is the closest compatible to the County C-2 and C-3 zoning on the subject parcels at the time of annexation.

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

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

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

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

AYES:
NAYS:
ABSENT:
ABSTAIN:

APPROVED THIS _____ DAY OF _____, 2018

ATTEST:

SANDRA L. BRADBURY, MAYOR

DIANE M. CORNA, MMC, CITY CLERK

ANNEXATION ORDINANCE LEGAL

CROSS BAYOU COMMERCE PARK, LLC
PARCEL: 25/30/15/00000/430/0100
LOCATED AT: 8100 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 1753.57'; THENCE SOUTH 00°41'44" WEST 65.00' TO THE POINT OF BEGINNING; THENCE SOUTH 00°21'44" WEST 170.00'; THENCE NORTH 89°38'16" WEST 210.00'; THENCE NORTH 00°21'44" EAST 135.07'; THENCE SOUTH 89°25'21" WEST 53.00'; THENCE SOUTH 00°18'02" WEST 758.00'; THENCE SOUTH 55°08'02" EAST 855.41'; THENCE NORTH 89°24'46" EAST 199.00'; THENCE NORTH 00°42'52" EAST 1275.055'; THENCE NORTH 89°37'08" WEST 60.00'; 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 NORTH 89°37'08" WEST 40.00' TO THE POINT OF BEGINNING. SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS OF RECORD.

A PARCEL CONTAINING 17.54 ACRES M.O.L.

AND

LANDBAYOU, LLP
PARCEL: 25/30/15/00000/430/0400
LOCATED AT: 8100 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 1753.57'; THENCE SOUTH 00°41'44" WEST 65.00'

TO THE POINT OF BEGINNING; THENCE SOUTH 00°21'44" WEST 170.00'; THENCE NORTH 89°38'16" WEST 210.00'; THENCE NORTH 00°21'44" EAST 135.00'; THENCE SOUTH 89°38'16" EAST 27.74'; THENCE NORTH 00°21'44" EAST 35.00'; THENCE SOUTH 89°38'16" EAST 182.26' TO THE POINT OF BEGINNING. SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS OF RECORD.

A PARCEL CONTAINING 0.80 ACRES M.O.L.

AND

AX18-15
CROSS BAYOU COMMERCE PARK, LLC
PARCEL: 25/30/15/69678/400/4302
LOCATED AT: 8100 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 1963.57'; THENCE SOUTH 00°21'44" WEST 100.00' TO THE SOUTH RIGHT OF WAY LINE OF PARK BOULEVARD, (ALSO KNOWN AS C.R. 694); THENCE CONTINUE ALONG PARK BOULEVARD SOUTH 89°25'21" WEST 53.00' TO THE POINT OF BEGINNING; THENCE SOUTH 89°25'21" WEST 54.00'; THENCE LEAVING THE SOUTH RIGHT OF WAY LINE OF PARK BOULEVARD, RUN SOUTH 32°01'50" WEST 27.90'; THENCE SOUTH 06°00'32" WEST 24.17'; THENCE SOUTH 07°07'30" WEST 30.60'; THENCE SOUTH 05°26'25" EAST 26.68'; THENCE SOUTH 12°42'22" WEST 25.14'; THENCE SOUTH 77°49'05" WEST 39.64'; THENCE SOUTH 51°42'36" WEST 30.62'; THENCE SOUTH 13°34'14" WEST 37.74'; THENCE SOUTH 23°57'45" WEST 62.30'; THENCE SOUTH 26°03'12" WEST 63.37'; THENCE SOUTH 13°44'11" WEST 58.60'; THENCE SOUTH 20°33'22" WEST 54.04'; THENCE SOUTH 20°40'28" WEST 71.66'; THENCE SOUTH 13°05'31" WEST 55.85 ' ; THENCE SOUTH 05°11'39" EAST 27.94'; THENCE SOUTH 35°07'56" EAST 17.66'; THENCE NORTH 89°49'06" EAST 258.00'; THENCE NORTH 00°18'02" EAST 578.00' TO THE POINT OF BEGINNING. SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS OF RECORD.

A PARCEL CONTAINING 2.36 ACRES M.O.L.

PARCELS CONTAINING A TOTAL OF 20.07 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:

PARCELS: 25-30-15-00000-430-0100, 25-30-15-69678-400-4302, 25-30-15-00000-430-0400

(Located at 8100 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 1753.57'; THENCE SOUTH 00°41'44" WEST 65.00' TO THE POINT OF BEGINNING; THENCE SOUTH 00°21'44" WEST 170.00'; THENCE NORTH 89°38'16" WEST 210.00'; THENCE NORTH 00°21'44" EAST 135.07'; THENCE SOUTH 89°25'21" WEST 53.00'; THENCE SOUTH 00°18'02" WEST 758.00'; THENCE SOUTH 55°08'02" EAST 855.41'; THENCE NORTH 89°24'46" EAST 199.00'; THENCE NORTH 00°42'52" EAST 1275.055'; THENCE NORTH 89°37'08" WEST 60.00'; 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 NORTH 89°37'08" WEST 40.00' TO THE POINT OF BEGINNING. SUBJECT TO ANY EASEMENTS AND-OR RESTRICTIONS OF RECORD.
CONTAINING 17.54 ACRES M.O.L.

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 1963.57'; THENCE SOUTH 00°21'44" WEST 100.00' TO THE SOUTH RIGHT OF WAY LINE OF PARK BOULEVARD, (ALSO KNOWN AS C.R. 694); THENCE CONTINUE ALONG PARK BOULEVARD SOUTH 89°25'21" WEST 53.00' TO THE POINT OF BEGINNING; THENCE SOUTH 89°25'21" WEST 54.00'; THENCE LEAVING THE SOUTH RIGHT OF WAY LINE OF PARK BOULEVARD, RUN SOUTH 32°01'50" WEST 27.90'; THENCE SOUTH 06°00'32" WEST 24.17'; THENCE SOUTH 07°07'30" WEST 30.60'; THENCE SOUTH 05°26'25" EAST 26.68'; THENCE SOUTH 12°42'22" WEST 25.14'; THENCE SOUTH 77°49'05" WEST 39.64'; THENCE SOUTH 51°42'36" WEST 30.62'; THENCE SOUTH 13°34'14" WEST 37.74'; THENCE SOUTH 23°57'45" WEST 62.30'; THENCE SOUTH 26°03'12" WEST 63.37'; THENCE SOUTH 13°44'11" WEST 58.60'; THENCE SOUTH 20°33'22" WEST 54.04'; THENCE SOUTH 20°40'28" WEST 71.66'; THENCE SOUTH 13°05'31" WEST 55.85 ' ; THENCE SOUTH 05°11'39" EAST 27.94'; THENCE SOUTH 35°07'56" EAST 17.66'; THENCE NORTH 89°49'06" EAST 258.00'; THENCE NORTH 00°18'02" EAST 578.00' TO THE POINT OF BEGINNING. SUBJECT TO ANY EASEMENTS AND-OR RESTRICTIONS OF RECORD.
CONTAINING 2.36 ACRES M.O.L.

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 1753.57'; THENCE SOUTH 00°41'44" WEST 65.00' TO THE POINT OF BEGINNING; THENCE SOUTH 00°21'44" WEST 170.00'; THENCE NORTH 89°38'16" WEST 210.00'; THENCE NORTH 00°21'44" EAST 135.00'; THENCE SOUTH 89°38'16" EAST 27.74'; THENCE NORTH 00°21'44" EAST 35.00'; THENCE SOUTH 89°38'16" EAST 182.26' TO THE POINT OF BEGINNING. SUBJECT TO ANY EASEMENTS AND-OR RESTRICTIONS OF RECORD.
CONTAINING 0.80 ACRES M.O.L.

CONTAINING 20.07 ACRES M.O.L.

(Petition Continued)

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

Cross Bayou Commerce Park, LLC and LANDBAYOU, LLP
C-O: Ronald E. Struthers
8100 Park Boulevard
Pinellas Park, FL 33781

Cross Bayou Commerce Park, LLC:

Witness Signature

RONALD E. STRUTHERS, MANAGER

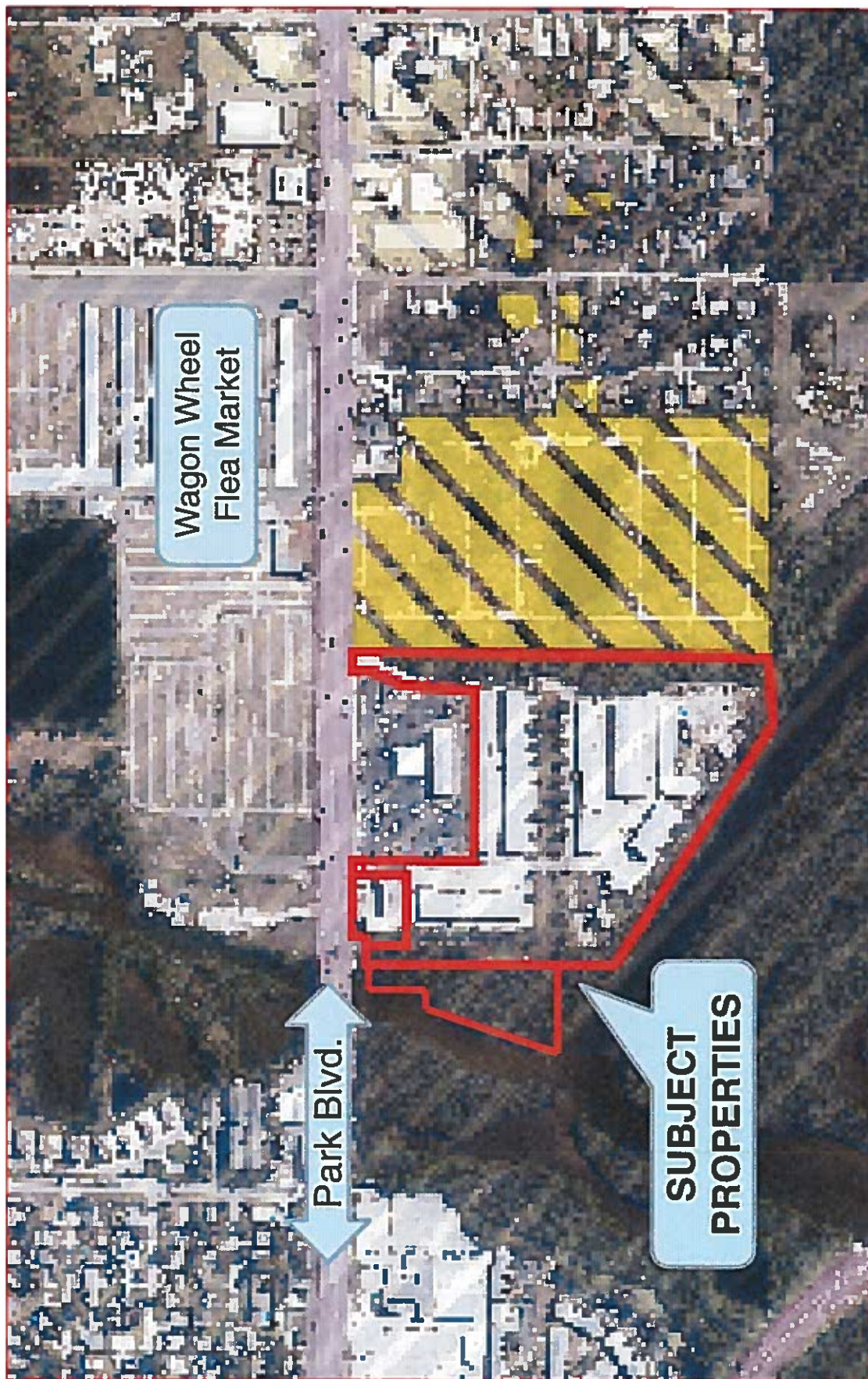
Print Name

Witness Signature

LANDBAYOU, LLP:

Print Name

RONALD E. STRUTHERS, PARTNER



25-30-15-00000-430-0100 and 0400
and 25-30-15-69678-400-4302
8100 Park Boulevard

AX18-15

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

August 1, 2018

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

RE: City Document #18-205
Annexation Ordinance AX18-15, Cross Bayou Commerce Park

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 the correct legal description is inserted in Exhibit A, I would approve of the Ordinance as to form and correctness.

Very truly yours,

Lauren C. Rubenstein
Assistant City Attorney

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

LCR/dh

18-205.08012018.LAC.Annex Ord AX18-15 Cross Bayou Commerce Park.wpd



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City of Pinellas Park

Staff Report

File #: 18-538, **Version:** 1

Agenda Date: 9/6/2018

AUTHORIZATION FOR THE MAYOR TO ACCEPT A QUIT CLAIM DEED FOR RIGHT-OF-WAY FROM PINELLAS PARK WATER MANAGEMENT DISTRICT (PPWMD) - 94th Avenue North, west of 58th Street North and abutting the Channel 1 drainage canal

NOTE: The Public Works Department requests that the City accept a Quit Claim Deed from the PPWMD for a segment of Right-of-Way. This portion will increase the Right-of-Way to a sufficient size.

ACTION: (Approve - Deny) Authorization for the Mayor to accept a Quit Claim Deed for Right-of-Way on 94th Avenue North from PPWMD.

THIS QUIT - CLAIM DEED, Executed this _____ day of _____, A.D. 2018, by **THE PINELLAS PARK WATER MANAGEMENT DISTRICT**, whose post office address is 6460 35th Street North, Pinellas Park, FL 33781, first party: to **THE CITY OF PINELLAS PARK, a Florida Municipal Corporation**, whose post office address is 6051 78th Avenue North, Pinellas Park, FL 33781, second party:

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

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

A PORTION OF PARCEL NO. : 20-30-16-82818-039-0011

FROM THE NORTHEAST CORNER OF TRACT "E", SKYVIEW TERRACE SECOND ADDITION, FURTHER DESCRIBED ABOVE, SAID POINT BEING THE POINT OF BEGINNING, RUN NORTH 89°48'30" WEST 157.42'; THENCE SOUTH 00°11'30" WEST 5.00'; THENCE SOUTH 89°48'30" EAST 75.14'; THENCE SOUTH 00°11'30" WEST 5.00'; THENCE SOUTH 89°48'30" EAST 70.79'; THENCE NORTH 49°09'14" EAST 15.23' TO THE POINT OF BEGINNING. TO BE DEEDED AS RIGHT OF WAY.

For public right-of-way.

A PARCEL CONTAINING 0.03 ACRES M.O.L.

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

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

Signed, sealed and delivered in the presence of:

Witness _____ print name

RANDAL A. ROBERTS, Executive
Director

Witness _____ print name

STATE OF FLORIDA,

COUNTY OF: PINELLAS

}

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, appeared **RANDAL A. ROBERTS, Executive Director, of THE PINELLAS PARK WATER MANAGEMENT DISTRICT, a Florida Municipal Corporation**, to me known to be the person described in and who executed the foregoing instrument and she has acknowledged before me that she executed the same.

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

Notary Public

The transfer of the above Property by Quit Claim deed from **THE PINELLAS PARK WATER MANAGEMENT DISTRICT**, to the **CITY OF PINELLAS PARK**, is hereby accepted by **CITY OF PINELLAS PARK**, this _____ day of _____, 2018.

OWNER:

SANDRA L. BRADBURY, MAYOR

This instrument prepared by:
(Please Return To:)

Shannon Coughlin, Economic Development Manager
City of Pinellas Park
Community Development Dept.
6051 78th Avenue North
Pinellas Park, Florida 33781

Address



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

August 9, 2018

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

RE: City Document #18-200
Deed from PPWMD for 94th Avenue North R-O-W

Dear Ms. Conte:

I have received and reviewed the above-referenced Deed. Assuming that the City of Pinellas Park has done the title search, I would approve of the City utilizing a Quit Claim Deed to acquire such property. The Deed should be updated to reflect the appropriate name and title of the Pinellas Park Water Management District official who will be signing such Deed, and the notary jurat will also need to be updated to reflect the Pinellas Park Water Management District official's name and title.

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
Susan Walker, Community Development Administrator
Danny E. Taylor, Planning & Zoning Director

LCR/dh

18-200.08092018.LAC.Deed from PPWMD for 94th Ave ROW.wpd



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City of Pinellas Park

Staff Report

File #: 18-539, **Version:** 1

Agenda Date: 9/6/2018

AUTHORIZATION FOR THE MAYOR TO ACCEPT A WARRANTY DEED FOR PROPERTY FROM PINELLAS PARK WATER MANAGEMENT DISTRICT (PPWMD) - 78th Avenue North, west of 52nd Lane North

NOTE: The Public Works Department requests that the City accept a Warranty Deed from the PPWMD for a Fifty (50) foot by Six Hundred and Ten (610) foot segment of property. The area has City assets within this segment of property (drainage and utilities).

ACTION: (Approve - Deny) Authorization for the Mayor to accept a Warranty Deed for property on 78th Avenue North from PPWMD.

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

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

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

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

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

PARCEL NO. : A PORTION OF 28-30-16-00000-210-0100

LEGAL DESCRIPTION

(A 610' x 50' parcel of land dedicated for Right-of-Way)

THE PROPERTY TO BE DEEDED TO THE CITY OF PINELLAS PARK IS 610.00' X 50.00' AND IS WEST OF AND ADJACENT TO THE WEST PROPERTY LINE OF LOTS 98-108, SUNILAND SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 32, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AND IS BOUND BY THE NORTH RIGHT OF WAY LINE OF 78TH AVENUE AND THE SOUTH RIGHT OF WAY LINE OF 80TH AVENUE

A PARCEL CONTAINING 0.70 ACRES M.O.L.

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

Subject to easements and restrictions of record.

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

("Grantor" and "Grantee" are used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders as contest requires.)

Signed, Sealed and Delivered in our Presence:

(Wit) _____
PRINT NAME BELOW SIGNATURE **RANDAL A. ROBERTS, EXECUTIVE DIRECTOR**

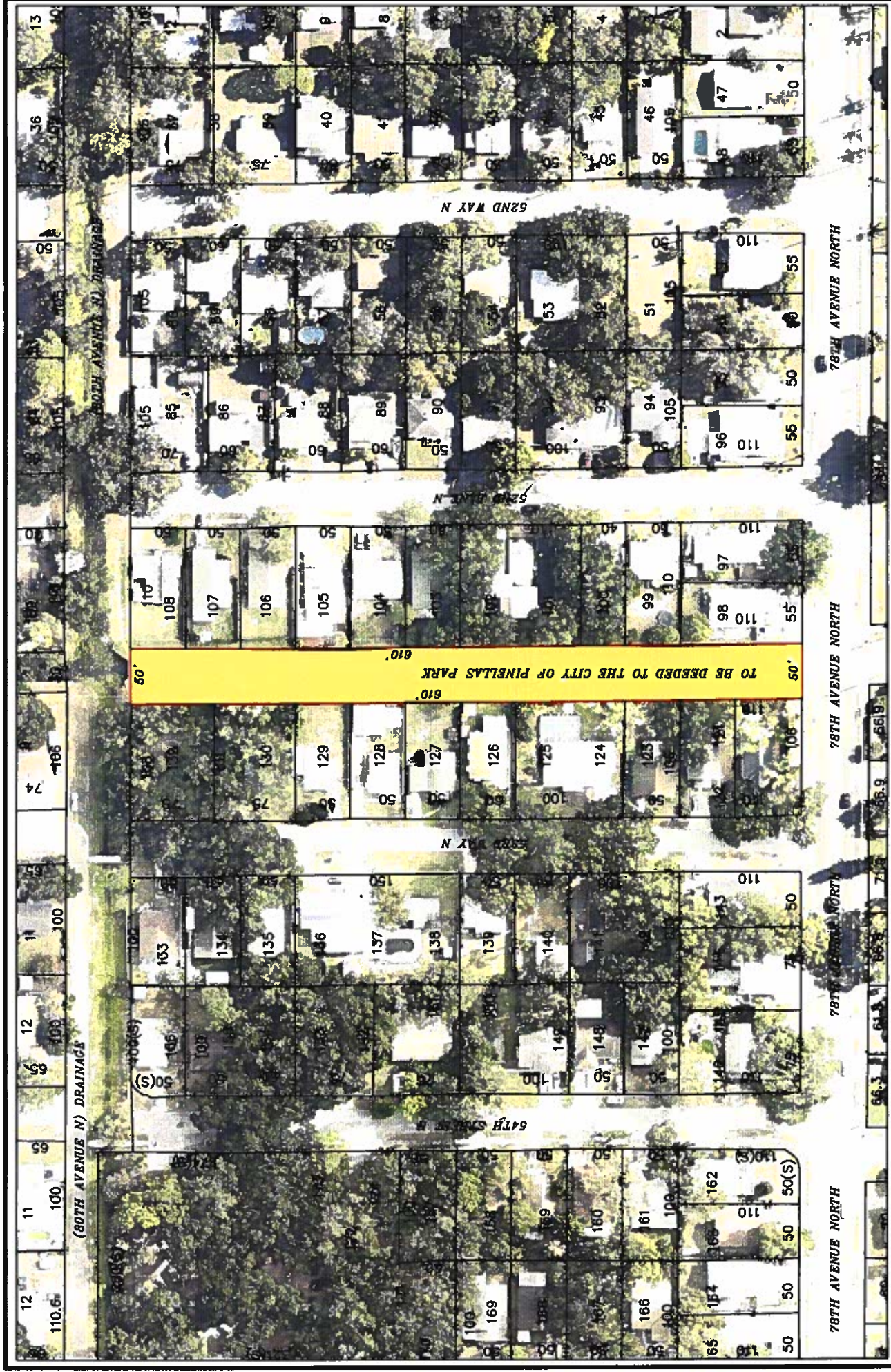
(Wit) _____
PRINT NAME BELOW SIGNATURE

STATE OF FLORIDA	The foregoing instrument was acknowledged before me this _____, 2018, by
COUNTY OF PINELLAS	_____, on behalf of whom the instrument was executed. <i>(Name of person acknowledging and title of position)</i>
	_____ Notary Public signature
	_____ (Name of Notary typed, printed or stamped)
(SEAL ABOVE)	Personally known _____ or produced identification
	Type of identification produced _____

The transfer of the above Property by Warranty deed from THE PINELLAS PARK WATER MANAGEMENT DISTRICT, to the CITY OF PINELLAS PARK, is hereby accepted by the CITY OF PINELLAS PARK, this ____ day of _____, 2018.	
OWNER:	

SANDRA L. BRADBURY, MAYOR	

ATTENTION NOTARY: Although the information requested is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.	
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:	Title or Type of Document <u>Warranty Deed</u>
	Number of Pages <u>1</u> Date of Document _____
	Signers Other Than Named Above <u>NONE</u>



610' x 50' TO BE DEDED TO THE CITY OF PINELLAS PARK

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

August 9, 2018

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

RE: City Document #18-199
Deed from Pinellas Park Water Management District

Dear Ms. Conte:

I have received and reviewed the above-referenced Deed. I would recommend that the City acquire a Warranty Deed from the Pinellas Park Water Management District for this property, especially since it appears that the City wishes to install drainage structures and utilities within the property. In the alternative, if the City of Pinellas Park is performing its own title search and is satisfied with a Quit Claim Deed, the Deed should be updated to include the appropriate officer's name and title from the Pinellas Park Water Management District under the signature line, and the notary jurat that appears underneath should be updated to reflect the name of such official from the Pinellas Park Water Management District.

Please contact me with any questions.

Very truly yours,

Lauren C. Rubenstein
Assistant City Attorney

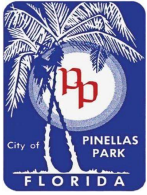
cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Deputy City Manager
Susan Walker, Community Development Administrator
Danny E. Taylor, Planning & Zoning Director

LCR/dh

18-199.0892018.LAC.Deed from PPWMD.wpd



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City of Pinellas Park

Staff Report

File #: 18-564, **Version:** 2

Agenda Date: 9/6/2018

AUTHORIZATION FOR THE CITY MANAGER TO SIGN AN ACCESS AGREEMENT WITH VALUE ENVIRONMENTAL SERVICES FOR CONDUCTING AN ENVIRONMENTAL ASSESSMENT AT 7875 49TH STREET TO ALLOW A MONITORING WELL ON CITY-OWNED PROPERTY LOCATED AT 7900 49TH STREET - 7875 49th Street and 7900 49th Street

NOTE: Value Environmental Services is conducting an environmental assessment at 7875 49th Street. Future plans of the property are slated for redevelopment into a new affordable housing complex. In order to complete the environmental assessment, they need to install a monitoring well on City-owned property located at 7900 49th Street. Value Environmental Services obtained a Certificate of Liability Insurance showing the City as the certificate holder. Risk Management has reviewed the proposed access agreement and has no objections. Construction Services requested that Value Environmental Services obtain an engineering permit. The permit has been approved and will be issued with the approval of the access agreement from City Council.

ACTION: (Approve - Deny) Authorization for the City Manager to sign an access agreement with Value Environmental Services for conducting an environmental assessment at 7875 49th Street to allow a monitoring well on City-owned property located at 7900 49th Street.



Value Environmental Services

9225 Ulmerton Road, Suite K, Largo, Florida 33771
727-542-2023 / Email: info@value-enviro.com

Ms. Shannon Coughlin
City of Pinellas Park
5141 78th Avenue N.
Pinellas Park, FL 33781
scoughlin@pinellaspark.com
727-369-5618

June 20, 2018

RE: Site Access Request
7900 49th Street, Pinellas Park, Pinellas County, FL
Parcel ID # 28-30-16-83934-000-0190

Dear Ms. Coughlin:

Value Environmental Services, Inc. (VES) is conducting an environmental assessment at 7875 49th Street, Pinellas Park. The property is slated for redevelopment from a former bulk petroleum storage facility into a new affordable housing complex. The Florida Department of Environmental Protection (FDEP) has requested that we install a monitoring well to the northwest of our work site for groundwater quality monitoring. We are unable to use the median of 49th Street due to underground utilities and would like permission to install the well at 7900 49th Street as shown on the attached aerial photo.

The well will be constructed of 2" PVC and will be completed at the surface with an 8" steel manhole set into a 2' x 2' concrete pad. The pad and manhole will be flush to grade with a bolt-down lid and will not present a trip hazard. VES will abandon the well and restore the surface upon completion of FDEPs requested groundwater monitoring program in approximately 1-2 year.

I have attached an FDEP Access Agreement for your signature to allow us permission to install and periodically test the monitor well. We are respectfully requesting expedited permission so that we can get this project moving quickly. In anticipation and to secure an early drilling appointment, **we have scheduled the drilling for June 26, 2018 and the sampling for June 28, 2018.**

VES is a fully licensed and insured engineering and geological firm since 2000. I have attached a copy of our certificate of insurance and have requested City of Pinellas Park to be named "additional insured."

If you have any questions, please call me at 727-542-2023. Thank you!

Melinda Hamsher, PG

Melinda Hamsher, PG

PERMISSION TO ENTER PROPERTY-NON-SOURCE

1. **The Parties.** The undersigned real property owner, **CITY OF PINELLAS PARK** ("Owner"), hereby give(s) permission to the State of Florida, Department of Environmental Protection ("Department") and it's Contractor, subcontractors, and vendors ("Contractor"), to enter the Owner's property ("the Property").
2. **The Property.** Owner owns the certain parcel:
 - **28-30-16-83934-000-0190 – 7900 49th Street N., Pinellas Park**
3. **The Source:** **The source of the contamination is located at (Former EZ Stop facility) 7875 49th Street N., Pinellas Park, Pinellas County, parcel number #28-30-16-69858-100-3102 and FDEP Facility/Project # is 53/8837726.**
4. **Permissible Activities.** This Permission to Enter Property ("Permission") is limited to activities which may be performed by the Department or its Contractors pursuant to Chapter 62-780 or 62-730, Florida Administrative Code, without cost to the Owner to locate contamination, determine contamination levels and, when necessary, remove and remediate contamination which may be performed by the Department and its Contractor. Specifically, to collect soil, groundwater (including the installation of wells), removal and treatment of contamination on the Property; installation of a treatment system (as necessary); and monitoring of contamination until completion of remediation.
5. **Work Performed during Business Hours.** The Department and Contractor may enter the Property during normal business hours and may also make arrangements to enter the Property at other times after agreement from the Owner.
6. **No Admission.** The granting of this Permission by the Owner is not intended, nor should it be construed, as an admission of liability on the part of the Owner for any contamination discovered on the Property.
7. **Activities Comply with Applicable Laws.** The Department and Contractor agree that any and all work performed on the Property and in association with this Permission shall be done in a good, safe, workmanlike manner, and in accordance with applicable federal and state statutes, rules and regulations.
8. **Well Permits.** The Owner authorizes the Department and its Contractor to act as its agent in signing all required forms and documents necessary for obtaining applicable permits related to well construction, repair, maintenance, modification, and abandonment pursuant to Chapter 373, Florida Statutes.
9. **Equipment Ownership.** The monitoring wells and remedial equipment installed pursuant to this agreement are the property of the Department. The Owner is responsible for replacing any Department property that may be damaged or lost due to any actions by the owner.
10. **Property Restoration.** The Department shall pay the reasonable costs of restoring the Property as nearly as practicable to the conditions which existed before activities associated with contamination assessment or remedial action were taken.

11. Injury to Department. The Owner shall not be liable for any injury, damage or loss on the Property suffered by the Department, Department employees or Contractors not caused by the negligence or intentional acts of the Owner's agents or employees.

12. Sovereign Immunity. The Department acknowledges and accepts its responsibility under applicable law (Section 768.28, Florida Statutes) for damages caused by the acts of its employees while on the Property.

13. Public Records. All documents created or received associated with the Permissible activities are a public record pursuant to Chapter 119, Florida Statutes. The Owner may retrieve any documents or other information related to the Permissible Activities online using the facility or project number referenced above in paragraph 4. <http://depedms.dep.state.fl.us/Oculus/servlet/login?action=login>

Signature of Property Owner

Signature of Witness

Print Name

Date

Print Name

Date

Mailing Address

Telephone or Cell Phone Number

E-mail Address

Accepted by Contractor on behalf of the State of Florida Department of Environmental Protection:

Signature of Contractor

Melinda Hamsher

Signature of Witness

Chase Swan

Print Name of Contractor

Date

Print Name

Date

Value Environmental Services, Inc.

Contractor Company name

Value Environmental Services, Inc.

Contractor's Contact name

9225 Ulmerton Road, Suite K

Contractor Mailing Address

Melinda@value-enviro.com

Contractor Contact email address

Largo, FL 33771

Contractor Company City and zip code

727-542-2023

Contractor Contact's phone number

[Interactive Map of this parcel](#) [Sales Query](#) [Back to Query Results](#) [New Search](#) [Tax Collector Home Page](#) [Contact Us](#) WM

28-30-16-83934-000-0190

Compact Property Record Card

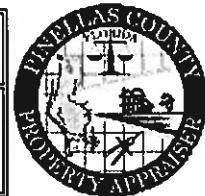
[Tax Estimator](#)

**Updated June 20,
2018**

[Email](#) [Print](#) [Radius Search](#)

[FEMA/WLM](#)

<u>Ownership/Mailing Address Change</u> <u>Mailing Address</u>	<u>Site Address</u>
PINELLAS PARK, CITY OF PO BOX 1100 PINELLAS PARK FL 33780-1100	7900 49TH ST N PINELLAS PARK



Property Use: 8913 (City Gov't - Non-residential (commercial) only)

Living Units:
0

[\[click here to hide\]](#) **Legal Description**

SORTWELL'S DISSTON BLVD SUB LOTS 19 AND 20

<input checked="" type="checkbox"/> File for Homestead Exemption			2018 Parcel Use	
Exemption	2018	2019		
Homestead:	No	No		
Government:	Yes	Yes	Homestead Use Percentage: 0.00%	
Institutional:	No	No	Non-Homestead Use Percentage: 100.00%	
Historic:	No	No	Classified Agricultural: No	

Parcel Information Latest Notice of Proposed Property Taxes (TRIM Notice)

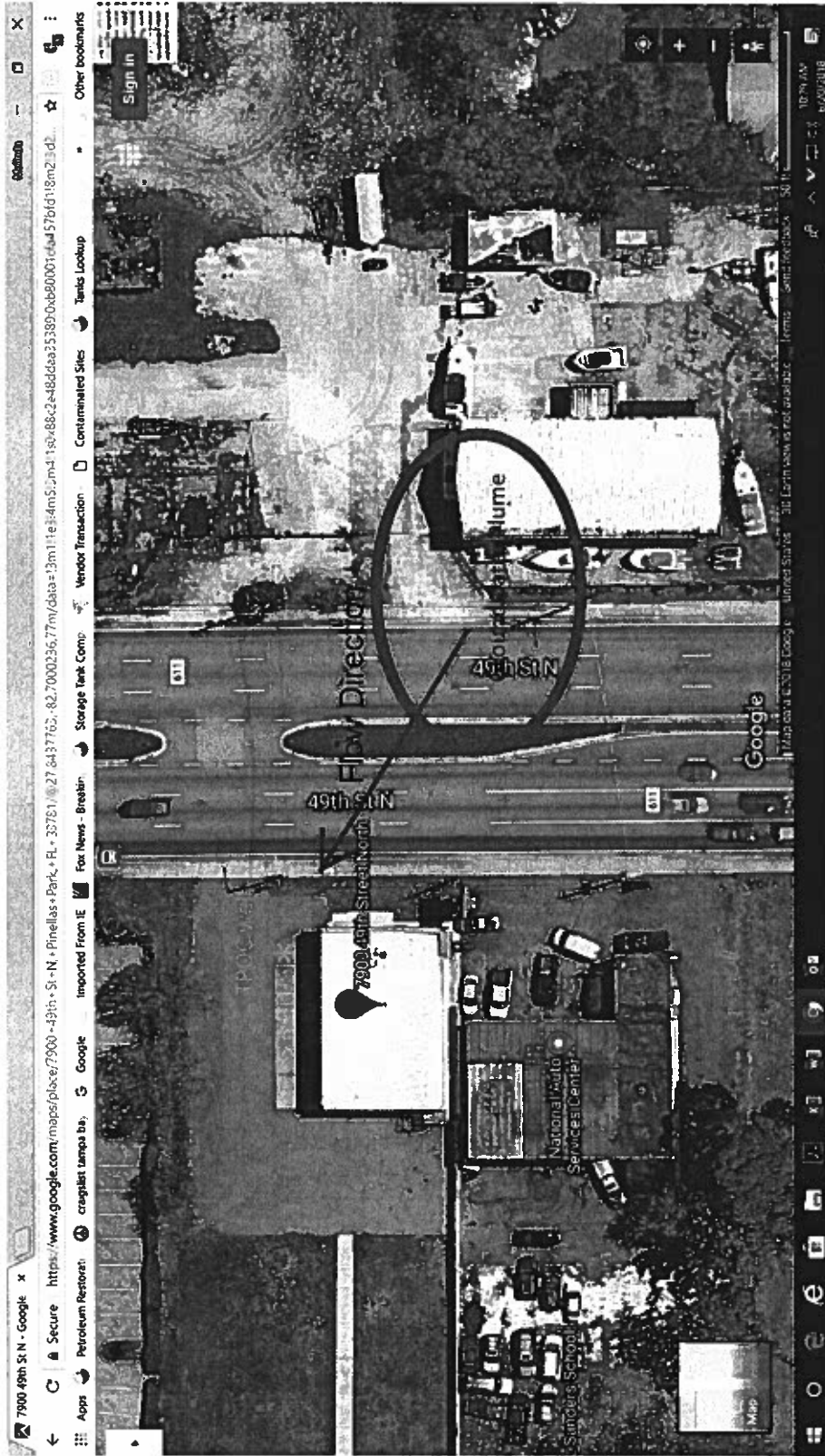
Most Recent Recording	<u>Sales Comparison</u>	<u>Census Tract</u>	Evacuation Zone (NOT the same as a FEMA Flood Zone)	Plat Book/Page
16965/1119		121030249062	D	11/103

2017 Final Value Information

Year	<u>Just/Market Value</u>	<u>Assessed Value/ SOH Cap</u>	<u>County Taxable Value</u>	<u>School Taxable Value</u>	<u>Municipal Taxable Value</u>
2017	\$168,692	\$168,692	\$0	\$0	\$0

[\[click here to hide\]](#) **Value History as Certified (yellow indicates correction on file)**

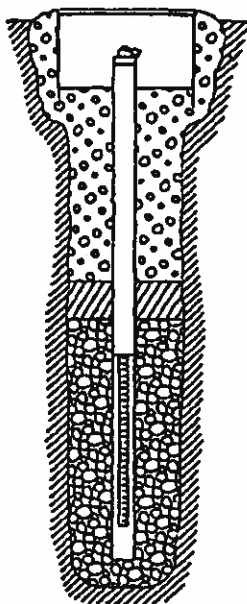
Year	<u>Homestead Exemption</u>	<u>Just/Market Value</u>	<u>Assessed Value/ SOH Cap</u>	<u>County Taxable Value</u>	<u>School Taxable Value</u>	<u>Municipal Taxable Value</u>
2017	No	\$168,692	\$168,692	\$0	\$0	\$0
2016	No	\$163,524	\$163,524	\$0	\$0	\$0



PROPOSED OFF-SITE WELL LOCATION
at 7900 49th Street N., Pinellas Park

MONITOR WELL DATA SHEET

Project: Former EZ Stop	Project No.: VES18-006	Well No.: MW-TPOC
Site Manager: M.HAMSHER	Date Installed: TBD	Total Depth: 12 Feet
Driller: TBD	Drilling Method: Hollow Stem	Well Dia.: 2-inch
Drilling Company: Preferred Drilling	Water Table: 4-5 feet	



GROUND LEVEL

Riser Length = 0 to-2 Feet

Grout 0.5 to surface

Top of Fine Sand Seal = -0.5 Feet

Top of Filter Pack = -1 Feet

Top of Screen = -2 Feet

WATER TABLE = -4 Feet

Screen Length = 10 Feet

Bottom Screen = -12 Feet

Bottom of Filter Pack = -12 Feet

LITHOLOGY

Asphalt

Sand

Sand

Sand

Sand

Sand

Sand

Sand

Sand



Neat cement/bentonite grout



Fine sand seal



Filter pack

WELL CONSTRUCTION MATERIALS		WELL DEVELOPMENT DATA	
Riser Type: PVC	Screen Type: PVC	Pump Type: Submersible	Pump Rate:
Filter Pack: 20/30 Silica Sand	Slot Size: 0.010 in.	Develop. Time:	Vol. Pumped:

Well is finished with locking compression cap and bolt down, traffic rated manhole.
bls = below land surface



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/20/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lassiter-Ware Insurance, Inc. 1317 Citizens Blvd. Leesburg FL 34748		CONTACT NAME: Paula O'Shea PHONE (A/C No. Ext): (800)845-8437 E-MAIL ADDRESS: paulao@lassiterware.com FAX (A/C No): (888)883-8680	
INSURED Hamsher Enterprises, Inc. d/b/a Value Environmental Services, Inc. 9225 Ulmerton Road Suite K Largo FL 33771		INSURER(S) AFFORDING COVERAGE INSURER A: Homeland Insurance Company of New York INSURER B: Travelers Indemnity Co. of CT INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 34452 25682	

COVERAGES**CERTIFICATE NUMBER:** 17/18 MASTER CERT**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y		7930025710003	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7930025710003	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB0K9403901847G	04/01/2018	04/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability Limits Included in General Liability			7930025710003 Claims-Made	10/01/2017	10/01/2018	Each Claim \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is an additional insured under the terms and conditions of the general liability policy with respects to work being performed by the named insured as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Pinellas Park Attn: Human Resources 5141 78th Ave. N Pinellas Park FL 33781	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Paula O'Shea</i>
--	--

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INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

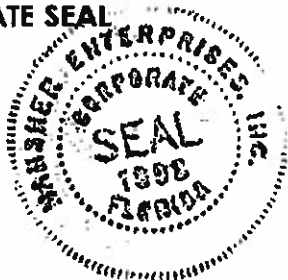
PROJECT/SERVICE CONTRACT NAME: PROJECT 7875 49th St Environmental Assessment.

By this agreement, Value Environmental Services

, hereinafter "ORGANIZATION",
agrees, for a specific consideration, the receipt and sufficiency of which are hereby
acknowledged, to indemnify, hold harmless, and/or defend the City of Pinellas Park, its
agents and employees, from any and all claims, demands, suits, and actions, including
attorney's fees and all costs and expenses of litigation and judgments of every kind brought
against the City of Pinellas Park or its agents or employees, as a result of loss, damage, or
injury to any person(s) or property occasioned wholly or in part by any act, or failure to act,
on the part of the ORGANIZATION, its agents, servants, or employees. Further,
ORGANIZATION shall be responsible to the City of Pinellas Park for any damages caused by
the ORGANIZATION'S negligence, wrongdoing, misconduct want or need of skill, or default
or breach of contract, guarantee or warranty.

Date August 14, 2018
ORGANIZATION Value Environmental Services
@ DBA of Hamsher Enterprises Inc
Address 9225 Ulmerton Road, Largo FL 33771
Print Name Melinda Hamsher
Signature Melinda Hamsher
Title President
President, Vice-President, or Treasurer

CORPORATE SEAL





CITY OF PINELLAS PARK
BUILDING DEVELOPMENT DIVISION

PHONE: 727-369-5647 FAX: 727-369-5839



REVIEW: ☒ RESUBMITTAL: _____ REVISION: _____
DATE: 7/23 TARGET DATE: 8/6 SUBMITTAL # 1

PERMIT #	JOB ADDRESS	PROJECT TYPE
2018-3622	7900 49th St	Monitoring Well

BUILDING

____ APPROVED

____ DENIED

ZONING

____ APPROVED

____ DENIED

LANDSCAPE

____ APPROVED

____ DENIED

REFRIGERATION

____ APPROVED

____ DENIED

GAS

____ APPROVED

____ DENIED

MECHANICAL

____ APPROVED

____ DENIED

PLUMBING

____ APPROVED

____ DENIED

ELECTRICAL

____ APPROVED

____ DENIED

____ SIGNATURE/DATE

____ SIGNATURE/DATE

____ SIGNATURE/DATE

____ SIGNATURE/DATE

____ SIGNATURE/DATE

____ SIGNATURE/DATE

____ SIGNATURE/DATE

____ SIGNATURE/DATE

PUBLIC WORKS

☒ ADMINISTRATION ☒ APP. ☐ DEN. BPD 7/31/18
SIGNATURE / DATE

☒ UTILITIES ☒ APP. ☐ DEN. 7-25-18
SIGNATURE / DATE

☒ ENGINEERING ☒ APP. ☐ DEN. 7/31/2018
SIGNATURE / DATE

FACILITIES
& PROJECT
MGMT ☐ APP. ☐ DEN. _____
SIGNATURE / DATE

☒ TRANSPORTATION
& STORMWATER ☐ APP. ☐ DEN. _____
SIGNATURE / DATE

PARKS ☐ APP. ☐ DEN. _____
SIGNATURE / DATE

PUBLIC WORKS DEPARTMENT REVIEW

DATE 7-25-18 DUE DATE 8-6-18 PERMIT NO. 18-3622

REQUEST Monitoring well

LOCATION 7900 49th Street

DIVISION DIRECTORS: PLEASE REVIEW THE ATTACHED DOCUMENT, COMMENT, SIGN, DATE AND CIRCULATE. RETURN TO PWA.

Public Works Administrator B. P. [Signature] Date 7/31/18 ☒ Approve ☐ Deny
Comment _____

Transportation & Stormwater Division [Signature] Date 7/25/18 ☒ Approve ☐ Deny
Comments No Comment...

Utilities Director [Signature] Date 7-25-18 ☒ Approve ☐ Deny
Comments No Comment...

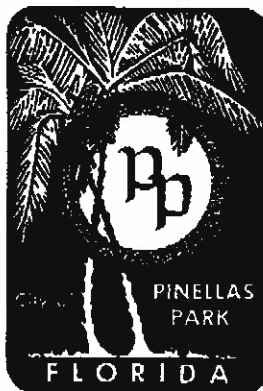
Engineering Services Director Aaron Peterson Date 7/31/2018 ☒ Approve ☐ Deny
Comments Provide SU FVMD permit for well

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

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

RE: City Document #18-155
Value Environmental Assessment Access Agreement Package

Dear Ms. Coughlin:

I have received and reviewed the above-referenced Access Agreement from Value Environmental Services concerning the property located at 7900 49th Street. This is an Agreement that will need to go to City Council for its approval. Subject to any additions or changes Risk Management may have, I would approve of the Agreement 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

18-165.07122018.LSC.Value Env Svcs Access Agmt Pkg.wpd



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City of Pinellas Park

Staff Report

File #: 18-570, **Version:** 1

Agenda Date: 9/6/2018

AUTHORIZATION FOR THE MAYOR TO SIGN A JOINT USE AGREEMENT WITH THE SCHOOL BOARD OF PINELLAS COUNTY FOR THE SHARED USE OF FACILITIES

NOTE: This authorizes the Mayor to sign a Joint Use Agreement with the School Board of Pinellas County for the shared use of facilities. This agreement is renewed every 5 years. The agreement outlines procedures for use by the City of school properties or School use of City properties.

ACTION: (Approve - Deny) Authorization for the Mayor to sign a Joint Use Agreement with the School Board of Pinellas County for the shared use of facilities.

JOINT USE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2018 by and between the CITY OF PINELLAS PARK, FLORIDA, a municipal corporation, hereinafter referred to as "City" and the SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, hereinafter referred to as "Board;"

WITNESSETH:

WHEREAS, the Board may request the use of various City-owned facilities for its education programs, recreation programs, and other Board-related uses; and

WHEREAS, the City may request the use of various Board-owned facilities for its recreation programs, public meetings and other City-related programs; and

WHEREAS, the Board and the City are each willing to cooperate in this matter under certain terms and conditions;

NOW, THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Board and the City mutually agree as follows:

1. **Term.** The term of this Agreement will be for a period of five (5) years beginning October 1, 2018 and ending September 30, 2023. The agreement may be extended for additional five (5) year periods under the same terms and conditions set forth herein, with written agreement and approval by the Superintendent of Schools and the County.

2. **Scheduling Uses.** Short-term uses of facilities may be scheduled with the joint approval of the Superintendent of Schools and the Mayor, or their respective designees by using a Facility Use Authorization Form, a sample of which is attached as "Exhibit A." The Facility Use Authorization Form will be prepared by the School Board's Real Estate Department. The

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Facility Use Authorization Form will specify the location and conditions of use, including but not limited to; dates, times, contact names and costs, if any. The Facility Use Authorization Form will be considered an amendment to the Agreement when executed by the Superintendent of Schools and Mayor, or their respective designees.

3. **Use of Facilities Owned by Board.** The Board agrees to make its Facilities available when the use thereof does not interfere or conflict with any Board programs. Use of said Facilities will not be earlier than 8:00 a.m. nor later than 11:00 p.m. for outdoor use and not later than 12:00 midnight for indoor use.

4. **Use of Facilities Owned by City When Normally Open.** The City agrees to make its Facilities available when the use thereof does not interfere or conflict with any City programs. Use of said Facilities will conform with the hours the Facilities are normally open to the public.

5. **Payment for Use of Facilities.** Outdoor Board or City facilities may be used without cost except for lighting, personnel, utility costs, electrical costs and chemical treatment costs or other reimbursable costs. Interior, short-term uses of Board or City facilities are permitted without cost if appropriate staff is already scheduled to be on duty. Interior, long-term uses of Board or City facilities may require payment of direct costs, such as utility and personnel costs.

6. **Return Condition of Facility.** The party using the Facility agrees to return the Facility and surrounding area to a clean and sanitary condition after use by that party or any of its agents or invitees.

7. **Supervision of Program.** Each party will provide its own personnel for the supervision of the programs it conducts.

8. **Restriction of Use.** Use of the Facility by private parties or organizations or by business enterprises for profit is prohibited unless specifically approved by the Superintendent and the Mayor, or their respective designees. The Board and the City further agree to make no unlawful, improper or offensive use of the Facility. All persons using Facilities owned by the Board will abide by all Board policies, including Board policies which state that the consumption of tobacco products or alcoholic beverages on Board property, including any outside areas, is prohibited. All persons using Facilities owned by the City will abide by all City ordinances and policies, including City policies concerning the consumption of tobacco products or alcoholic beverages on City property, inside or outside.

9. **Liability.** Board and City agree to be fully responsible for their own acts of negligence, or their respective employee' and agents' acts of negligence when acting within the scope of their employment or agency, and agree to be liable for any damages proximately caused by said negligence subject to the monetary limitations and defenses provided by Section 768.28, Florida Statutes. Nothing herein is intended, nor shall the same be construed, to serve as a waiver of sovereign immunity by either Board or City, or as consent by Board or City to be sued by third parties for any matter arising out of or related to this Agreement. Board and City agree to provide each other, if requested, proof of insurance coverage or self-insurance in the amount set forth in Florida Statutes.

10. **Assignment, Inspection and Termination.** The Board and the City will not assign this Agreement or sublet any Facilities of the other party or any part thereof without the written consent of the other party. The Board and the City agree that each party and its officers, agents, and servants will have the right to enter and inspect their Facilities and the operation being

conducted thereon at reasonable times. This Agreement will remain in effect unless terminated by either party as follows:

a) Upon breach of this Agreement by a party, the other party will give written notice of termination of this Agreement specifying the claimed breach and the action required to cure the breach. If the breaching party fails to cure the breach within five (5) days from receipt of said notice, then this Agreement will terminate ten (10) days from receipt of the written notice;

b) Either party may terminate this Agreement for any reason by giving written notice to the other party that the Agreement will terminate thirty (30) days from the receipt of said notice by the other party.

11. Budgeting and Appropriation of Funds.

a) City – The obligations of the City as to any funding required pursuant to this Agreement, will be limited to an obligation in any given year to budget, appropriate and pay for legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City will not be prohibited from pledging any legally available non-ad valorem revenue for any obligations heretofore or hereafter incurred, which pledge will be prior and superior to any obligation of the City pursuant to this Agreement.

b) Board – The obligations of the Board as to any funding required pursuant to this Agreement, will be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential Board services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the Board will not be prohibited from pledging any legally available non-ad

valorem revenues for any obligations heretofore or hereafter incurred, which pledge will be prior and superior to any obligation of the Board pursuant to this Agreement.

12. **Unforeseen Questions.** The Board and the City agree that in the event of unforeseen questions arising out of the use of the said Facilities or questions of use, the questions will be settled in writing between the Superintendent and the Mayor or their respective designees for resolution of such questions concerning this Agreement.

13. **Headings.** The headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope of intent of this Agreement or any part hereof, or in any way affect the same, or construe any provision hereof.

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

ATTEST:

CITY OF PINELLAS PARK, FLORIDA

City Clerk

By: _____
Mayor

Approved as to form:

City Attorney

ATTEST:

**THE SCHOOL BOARD OF PINELLAS
COUNTY, FLORIDA**

Superintendent

By: _____
Chairperson

Approved as to form:

School Board Attorney

EXHIBIT "A"
FACILITY USE AUTHORIZATION FORM

Date: October 1, 2018
To: **Agency**
Subject: Additional Use Request under the Agreement Between the School Board
of Pinellas County and Agency, effective date

Requestor:
Description of Use:
Facility(ies): **SAMPLE – Note: This form will be completed by the Real Estate Department and
submitted for signatures.**

Dates & Times:
Supervision By:

Coordinator (& Phone #) for School Board:
Coordinator (& Phone #) for Agency:

The following estimated costs will be incurred as a result of the said use:

Wages:	\$
Direct Costs	\$ 000.00
Other (List)	\$
	\$ _____
Total	\$ 000.00

The facility owner/representative **Pinellas County School Board** will invoice **Agency** for the above-described costs, which may vary if the actual use of facilities differs from that shown above. This form, when executed by the authorized representative for the School Board and the authorized agency representative, will be authorization to use the above described facility on the dates and times set forth herein. This additional use is granted under the terms and conditions of the above said agreement.

Additional conditions, if any:

City of Pinellas Park

School Board of Pinellas County, Florida

Authorized Representative Date
for Agency

Authorized Representative Date
for School Board
11111 S. Belcher Rd., Largo, FL 33773

With copies to: Superintendent of Schools
Director, Accounting
Director, Auditing
School Representative
School Bookkeeper
Agency Representative

RPC #

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

August 24, 2018

Mr. Danny Taylor
Planning & Zoning Director
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #18-228
Renewal of Joint Use Agreement with Pinellas County School Board

Dear Mr. Taylor:

I have received and reviewed the above-referenced Renewal of Agreement between the City and the Pinellas County School Board, and 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

18-228.08242018.LDT.Renewal of Joint Use Agmt w PCSB.wpd



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City of Pinellas Park

Staff Report

File #: 18-571, **Version:** 1

Agenda Date: 9/6/2018

AUTHORIZATION FOR THE CITY MANAGER TO SIGN A LEASE AGREEMENT BETWEEN THE CITY OF PINELLAS PARK AND FAMILY RESOURCES, INCORPORATED - For City-owned property located at 9010 54th Way North, Skyview Recreation

NOTE: Family Resource's Youth Art Corp has occupied the Skyview Recreation building each school year since 2011. They would like to extend the term of the Lease Agreement for another three (3) years.

ACTION: (Approve - Deny) Authorization for the City Manager to sign a Lease Agreement between the City of Pinellas Park and Family Resources, Incorporated, for City-owned property located at 9010 54th Way North.

LEASE

THIS LEASE, made the 24th day of October, 2017, by and between the **CITY OF PINELLAS PARK, FLORIDA**, a municipal corporation, hereinafter called the "Lessor", and **FAMILY RESOURCES, INCORPORATED**, a Florida corporation not for profit, hereinafter called the "Lessee". "Lessor" and "Lessee" are hereinafter collectively referred to as the "Parties".

WITNESSETH:

1. Property Leased:

- A. Lessor, for and in consideration of the covenants and agreements hereinafter specified to be kept and performed by Lessee, hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor the following described real property located in Pinellas County, Florida, to wit:

(A portion of) Pinellas County Parcel No. 20/30/16/82818/000/0030
SKYVIEW TERRACE 2ND ADDITION TRACT C, LYING IN THE SOUTHWEST ¼
OF SECTION 21 AS RECORDED IN PLAT BOOK 54, PAGE 2 OF THE PUBLIC
RECORDS OF PINELLAS COUNTY, FLORIDA

Commonly known as 9010 54th Way North, Pinellas Park, Florida 33781
hereinafter called the "Leased Premises", as shown in "Exhibit B".

- B. This Lease Agreement shall be subject to easements, encumbrances, and restrictions of record, and zoning and governmental restrictions applicable to the Leased Premises.
- C. Lessee shall have the exclusive, undisturbed right to possession of the building on the Leased Premises during the term hereof subject to this Lease Agreement.
- D. Lessee shall have the exclusive, undisturbed right to use of the fenced park area adjacent to the building, only during scheduled weekday after school and summer camp programming during the term hereof subject to this Lease Agreement. Lessee shall notify the Lessor of required hours for such park use, and of changes to required hours, so that such may be incorporated into published schedules for public use.
- E. Lessee shall have the exclusive, undisturbed right to offer after school and summer camp programming between the hours of 7:30 am and 9:00 pm, Monday through Friday.
- F. Lessee shall have the right of shared use of the public vehicle parking area adjacent to the building.
- G. Lessor warrants to Lessee that Lessor is the lawful owner and record title holder of the Leased Premises.

2. Term:

- A. Subject to the terms and conditions of this Lease Agreement, the term of this Lease Agreement shall be for a period of three (3) years, with such initial term to commence on the 24th day of October, 2017 and, unless otherwise terminated as herein provided, to end on the 23rd day of October, 2020. If this Lease Agreement is not sooner terminated as herein provided, Lessee shall, subject to City Council approval, have the option, to be exercised as hereinafter provided, to extend the term of this Lease Agreement for a period of three (3) years beyond the initial term of this Lease Agreement. Such extended term shall require approval by City Council and shall be upon the same conditions and terms as the initial term. Lessee shall exercise the option for the extended term by notifying the Lessor in writing not later than sixty (60) days prior to the expiration of the initial term of this Lease Agreement. Upon such exercise, and upon approval by City Council, this Lease Agreement shall be deemed extended without the execution of any further lease or other instrument. The annual base rent during any renewal term shall continue to be increased annually by the same percentage as the annual increase in rent during the initial term of the lease, or as negotiated with and set by the City Council in the event the base rent for the initial term of the lease is stable.
- B. Provided that, upon the condition that there is no material default by Lessee in the performance of any provision of this Lease Agreement, Lessee may exercise the option for the termination of this Lease Agreement by notifying the Lessor in writing not later than sixty (60) days prior to the vacation of the Leased Premises or the expiration of this Lease Agreement, whichever shall first occur. Upon such exercise, this Lease Agreement shall be deemed terminated without the execution of any further instrument. Lessee shall not incur any penalty for the early termination of this Lease Agreement. In the event of termination by the Lessee pursuant to this provision, the Lessee shall nevertheless be responsible for any rent incurred, damages or other requirements pursuant to other provisions of this lease for all items incurred during the Lessee's occupancy of the premises. The Lessor shall be entitled to terminate this lease upon a minimum of sixty (60) calendar days written notice to the Lessee.

3. Rent:

- A. Lessee agrees to pay to Lessor as rent for said premises the sum of One Dollar (\$1.00) per year, plus applicable sales tax, if any, payable on the first (1st) day of November, 2017, at City Hall, 5141 78th Avenue North, Pinellas Park, FL 33781, unless Lessor in writing designates a different place for payment, and on the first (1st) day of each successive year thereafter. The rent for the Leased Premises shall be paid without demand, abatement, deduction or set-off for any reason, except as otherwise provided in this Lease Agreement.
- B. In the event that the Lessor is required to pay ad valorem taxes upon the leased premises by reason of this Lease, then Lessee shall immediately reimburse Lessor for all such amounts which apply to the pro rata square footage leased by the Lessee.

4. Use of Leased Premises:

- A. The Leased Premises shall be used and occupied by Lessee as a facility for a youth school arts program and for a youth summer camp program, and for no other purpose. The abovenamed programs shall serve predominantly residents of the City of Pinellas Park, with a minimum of ninety (90) percent of program participants residing within the corporate limits of the City of Pinellas Park. The abovenamed programs shall be offered free of charge to Pinellas Park residents.
 - B. Lessee shall provide to the Lessor a trimester report for each applicable period of the calendar year summarizing program activity during that period. The report shall provide summary information on youth programming, program schedules, and eligibility criteria; provide summary statistics indicating the total number of youth served and place of residence of youth served; and indicating anticipated events and program changes for the coming trimester.
 - C. Lessee shall not operate the Leased Premises as a residential facility, and Lessee shall not permit its staff members, clients, or any other persons to sleep overnight or otherwise habitat at or about the Lease Premises.
 - D. Lessor reserves the right from time-to-time to make, modify and revoke reasonable rules and regulations that are applicable to the Leased Premises, provided that such rules and regulations shall not unreasonably restrict or interfere with the conduct of Lessor's lawful business or use and enjoyment of the Leased Premises, and provided further that Lessee is given thirty (30) day's prior written notice of the adoption of or changes to any such rules and regulations. Lessee agrees to abide thereby upon notice thereof from Lessor.
5. Quiet Enjoyment: Lessee, subject to the payment of the rent herein reserved and upon the performance of all of the material terms of this Lease Agreement within any and all applicable grace and curative periods provided herein, shall at all times during the Term of this Lease Agreement, peacefully and quietly enjoy the Leased Premises without any disturbance from any person or entity claiming by or against Lessor.
6. Utilities:
- A. Lessee shall open telephone and internet service for the Leased Premises in Lessee's name. Lessee shall pay or cause to be paid, prior to delinquency, all charges for all such utilities used for the Leased Premises. Lessee shall pay for all hook-up or impact fees imposed upon the Leased Premises as a result of Lessee's opening or use of such utility accounts, including payment of any deposits and use charges assessed during the Term of this Lease Agreement. Lessor shall be responsible for all costs associated with solid waste collection, electric, water, and sanitary sewer service.
 - B. Lessor may interrupt or suspend for a reasonable period of time the supply of any such services or utility to the Leased Premises when necessary by reason of accident, emergency, repairs, alterations, replacements, or improvements which are necessary to be made to the Leased Premises. Except in the event of an accident or emergency, Lessor shall provide Lessee not less than seven (7) days' prior written notice of such interruption. Lessor shall use its best efforts to minimize such interruptions during Lessee's work or business hours. Lessor shall have no responsibility for failure to supply such services as a result of acts of God or any other cause beyond Lessor's control.

7. Taxes: During the Term of this Lease Agreement, if applicable, Lessee shall pay all ad valorem real estate taxes assessed against the Leased Premises and all other special taxes or assessments relating to the Leased Premises.
8. Condition of Leased Premises: Lessee accepts the Leased Premises at the beginning of the Initial Term of the Lease Agreement in "AS IS" condition, and acknowledges and agrees that Lessor has made no representations or warranties concerning the condition of the Leased Premises or the usability thereof by Lessee.
9. Maintenance:
 - A. The Lessee shall be responsible for maintenance and repair of the interior portion of the leased premises, which shall be at the sole cost and expense of the Lessee, and shall be performed by the Lessee in a commercially reasonable manner, with prior written approval of the Lessor.
 - B. Additionally, Lessee, at its sole cost and expenses, shall promptly repair and at all times maintain in good condition the Leased Premises, including heating units, air conditioning equipment including exterior components thereof, plumbing and electrical systems, furniture, fixtures and equipment, appliances, electrical installations, hardware, all painting and decorations of every kind, all doors and windows including window breakage, all interior leasehold improvements, and all other improvements pursuant to sub-paragraph A. above. Lessee will either contract with a qualified contractor or provide through trained staff all required inspections and maintenance of the systems for which Lessee has responsibility under this sub-paragraph B. All such maintenance and/or repair shall be performed by qualified personnel in accordance with the manufacturer's specification and recommendations. Lessee shall do nothing which will invalidate any such manufacturer's warranties or guarantees. If any such act or failure to act by Lessee results in a breach of any of the manufacturer's warranties, then thereafter Lessee shall be fully responsible for all maintenance and repair costs related to such acts or failures to so act.
 - C. In the event Lessee does not fulfill its responsibilities for maintenance and repairs under this paragraph 9, after seven (7) days' written notice from the Lessor to the Lessee, or immediately in the event of an emergency, the Lessor may undertake such maintenance or repairs and it shall receive reimbursement of the actual cost thereof from the Lessee. In the event Lessee shall fail to reimburse Lessor within ten (10) days after receipt of an invoice for cost of said maintenance and repair, Lessor may deem such failure to be a default and pursue all remedies available to Lessor hereunder.
 - D. Lessor's responsibility for maintenance shall be to (i) maintain the structural soundness and water tightness of the roof, exterior walls, and exterior windows; and (ii) maintain the foundation; and (iii) maintain the parking lot for and grounds surrounding the Leased Premises.
10. Assignment: Lessee may not assign this Lease Agreement or any interest thereunder, or sublet the Leased Premises or any part thereof, or permit the use of the Leased Premises by any party other than the Lessee.
11. Alterations by Lessee: Lessee shall make no interior or exterior structural or non-structural alterations, additions, or improvements in or to the Leased Premises, or to the

parking lot for or grounds surrounding the Lease Premises, without the express prior written consent of the Lessor, which such consent shall not be unreasonably withheld. Any such alterations, additions, or improvements in or to the Leased Premises by Lessee shall be made in a good and workmanlike manner, and in compliance with all applicable federal, state, and local laws, rules, regulations, ordinances, and permits, all in accordance with the standards expected for high quality commercial office space.

12. Property of Lessee: Lessee may, if not in material default hereunder at the time of the expiration of the Term of this Lease Agreement, remove all fixtures and equipment which Lessee has placed in the Leased Premises, provided that Lessee shall immediately repair all damage to the Leased Premises caused by such removal.
13. Governmental Requirements: Lessee agrees, to the extent required by law, at its own expense to promptly comply with all lawful requirements of any legally constituted public authority made necessary by reason of Lessee's specific use or occupancy of the Leased Premises. Any improvements that may be necessary as a result of the Lessee's use of the premises in order to comply with provisions of the Americans with Disabilities Act or other statutory or regulatory requirements shall be promptly completed at the expense of the Lessee, and as approved by the Lessor.
14. Destruction of or Damages to Leased Premises: If at any time during the Term of this Lease Agreement:
 - A. The Leased Premises are totally destroyed or damaged to the extent that Lessee may not make reasonable use thereof for the intended purposes, Lessor shall have the option, in its sole and complete discretion, to either (i) cancel this Lease Agreement, in which event the same shall be null and void and of no further force or effect, or (ii) provide that the Lessee rebuild or repair the Leased Premises within a commercially reasonable period of time to substantially the same condition as the Leased Premises were in immediately before the occurrence of such damage or destruction. Lessor shall within thirty (30) days from the date of such damage or destruction select one of these options, and shall within such thirty (30) day period notify Lessee in writing as to which option Lessor has selected. If Lessor decides to provide that the Lessee restore or repair the Leased Premises as herein provided, then the rent payable by Lessee hereunder shall abate until such time as such restoration or repair has been substantially completed, at which time full rent shall recommence. In the event that Lessor terminates this Lease Agreement as herein provided, then the term hereby granted shall cease from the date of such damage or destruction and, provided that Lessee is not in material default hereunder, rent shall be accounted for between Lessor and Lessee as of that date.
 - B. The Leased Premises are partially destroyed or damaged, but not to an extent which prevents Lessee from making reasonable use thereof for the intended purposes, then Lessee, with the express written consent of the Lessor, shall within thirty (30) days after such destruction or damage commence restoration of, or repairs to, the Leased Premises and shall complete the same within a commercially reasonable period of time. The rent payable by Lessee hereunder shall remain the same as agreed upon by the Parties in this Lease Agreement.
15. Indemnity and Insurance:

A. Lessee agrees, for a specific consideration, the receipt and sufficiency of which are hereby acknowledged, to indemnify, hold harmless, and/or defend the City of Pinellas Park, its agents and employees, from any and all claims, demands, suits, and actions, including attorney's fees and all costs and expenses of litigation and judgments of every kind brought against the City of Pinellas Park or its agents or employees, as a result of damage, or injury to any person(s) or property occasioned wholly or in part by any act, or failure to act, on the part of the Lessee, its agents, servants, or employees. Lessee shall be responsible to the City of Pinellas Park for any damages caused by the Lessee's negligence, wrongdoing, misconduct want or need of skill, or default or breach of contract, guarantee or warranty.

B. Lessee shall, at its own expense, at all times during the Term of this Lease Agreement, maintain in full force the following policies of insurance, written by one or more responsible insurance carriers acceptable to Lessor:

(1) General Liability

Type - Commercial General Liability (CGL), Occurrence Basis

Limits - \$1,000,000 General Aggregate
- \$1,000,000 Products Completed/Operations Aggregate
- \$1,000,000 Personal and Advertising Injury
- \$1,000,000 Each Occurrence

(2) Automobile Liability

Type - Any Auto, Hired Autos, and Non-Owned Autos

Limits - \$1,000,000 Combined Single Limit

(3) Workers' Compensation

Type - Workers' Compensation and Employer's Liability

Limits - Statutory, Workers' Compensation
\$100,000 Each Accident
\$500,000 Disease – Policy
\$100,000 Disease – Each Employee

(4) Excess or Umbrella Liability

When used to reach minimum limits shown for General Liability and Automobile Liability, the primary (underlying) policy limits shall not be less than \$500,000. The primary policy and any excess or umbrella policies shall be with the same insurance carrier. The coverage shall not be more restrictive than the primary policy coverages, including but not limited to coverage trigger, defense, notice or occurrence/accident/circumstances, notice of claim and extended reporting period.

(5) Lessor shall be listed as an additional insured on such liability insurance policy. None of such policies shall be cancelable or subject to reduction in coverage except upon ten (10) days' prior written notice to Lessor.

- (6) Lessee shall, provide to Lessor Certificates of Insurance verifying that Lessee is providing the types and amounts of insurance required hereunder.
16. Entry by Lessor: Lessor may enter the Leased Premises at reasonable times to inspect the Leased Premises to see that the Lessee is complying with all of its obligations hereunder, and to authorize repairs, if any, required of Lessor under the terms hereof.
17. Easements: Lessor shall have the right to grant easements in, across or through areas of the Leased Premises for the installation of utilities, cable television or other purpose, provided that the use of such easement areas for such purposes does not unreasonably interfere with the operation of the Lessee's business, and provided further that Lessor provides Lessee with at least ten (10) days' prior written notice of same. All such installation work shall be done at such times and in such manner so as not to cause unreasonable interference with Lessee's use and enjoyment of the Leased Premises, and shall be completed within a reasonable period of time from the commencement thereof. Lessor shall repair or cause to be repaired all paved areas serving and the grounds surrounding the Leased Premises immediately after the installation of such utilities. Lessee shall not be entitled to any compensation or abatement of rent for the use of such easement areas.
18. Default of Tenant:
- A. Remedies of Lessor for non-compliance. Subject to the curative opportunities provided to Lessee in this Lease Agreement, in the event that Lessee (i) fails to pay the rent specified when due, (ii) fails to comply in any material respect within any term, provision, condition, or covenant of this Lease Agreement other than the payment of rent, (iii) files a petition (or has a petition filed against it) under any section or chapter of the United States Bankruptcy Code, as amended, (iv) becomes insolvent or makes a transfer in fraud of creditors, (v) makes an assignment for the benefit of creditors, or (vi) suffers appointment of a receiver for all or any part of its assets, then upon the occurrence of any one or more of the foregoing, Lessor shall have the option to proceed according to one or more of the following courses of action in addition to any other remedies at law or in equity:
- (1) Terminate this Lease Agreement, in which event Lessee shall immediately surrender the Leased Premises to Lessor, but if Lessee shall fail to do so, Lessor may, without further notice or prejudice to any other remedy it may have for possession or arrearages in rent, enter upon the Leased Premises and expel or remove tenant and its effects in any lawful manner, and Lessor may pursue any action at law, or in equity, for any damages Lessor may have suffered as a result of such termination; or
- (2) Re-take possession of the Leased Premises for the account of Lessee and declare the entire amount of rent which would be due and payable during the remainder of the Initial Term or Extended Term of this Lease Agreement, whichever is applicable, to be due and payable immediately, in which event Lessee agrees to pay the same at once; provided, however, that such payment shall not constitute a penalty or forfeiture or liquidated damages, but shall merely constitute payment in advance of the rent for the remainder of the said term. It is acknowledged by Lessor that Lessor shall be under a duty to mitigate its damages hereunder as required by law.
- (3) Do whatever the Lessee is obligated to do by the provisions of this Lease Agreement and may enter the Leased Premises, by any lawful manner, in order to

accomplish this purpose. Lessee agrees to reimburse the Lessor immediately upon demand for any expenses which the Lessor may incur in thus effecting compliance with this Lease Agreement on behalf of the Lessee, and Lessee further agrees that Lessor shall not be liable for any damages resulting to Lessee from such action provided that Lessor has acted in a lawful manner. Pursuit by Lessor of any of the remedies in this paragraph shall not preclude the pursuit of any other remedies provided by law or in equity. Unless such purpose is expressly stated in writing, no act or thing done by Lessor or its agents during the Term of the Lease Agreement, shall be deemed to be an acceptance of a surrender of said Leased Premises, and no agreement to accept a surrender of said Leased Premises shall be valid unless the same be made in writing by the Lessor. The mention in this Lease Agreement of any particular remedy shall not preclude the Lessor from any other remedy the Lessor may have, either at law or in equity, nor shall the waiver of or redress for any violation of any covenant or condition, contained in this Lease Agreement or in any of the rules and regulations adopted by Lessor, prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of any original violation. The receipt by Lessor of rent with knowledge of the breach of any covenant in this Lease Agreement shall not be deemed a waiver of such breach.

B. Notice and curative opportunities. Notwithstanding anything contained in this paragraph 17 to the contrary, Lessee shall be afforded the following notice and curative opportunities by Lessor:

- (1) If Lessee fails to pay its rent or pay any other monies payable by Lessee to Lessor hereunder within seven (7) days of the date due, Lessor shall provide written notice to Lessee of its default and shall provide Lessee with a five (5) day grace period after the date of such written notice within which to pay the sums due and owing to Lessor. In the event Lessee fails to remit said sums within such extended period of time, the same shall constitute a default under this Lease Agreement entitling Lessor to the rights and remedies available herein. In the event Lessor provides the aforesaid notice to Lessee, Lessee shall in addition to the sums due pay a late charge fee to Lessor in the amount of four percent (4%) of the sums due and owing to Lessor as partial reimbursement to Lessor for its costs and expenses incurred in providing such notice.
- (2) Except as otherwise provided in Paragraph 9 hereof, if Lessee is in breach of any term or terms of this Lease Agreement other than the payment of rent or other monies as addressed in Subparagraph B. (I) above, Lessee shall have a period of twenty (20) days from the date of written notice of said breach in which to remedy such breach; provided, however, if Lessee commences to cure within the said twenty (20) day period and provided that Lessee diligently and reasonably pursues the remedy of said breach, then Lessee shall have a period not to exceed forty-five (45) days to cure said breach prior to being in default hereunder. In the event Lessee fails to cure such breach within such extended period of time, the same shall constitute a default under this Lease Agreement entitling Lessor to the rights and remedies available herein.

19. Default of Lessor:

A. Remedies of Lessee for non-compliance: Subject to any notice and/or curative opportunity provided to Lessor in this Lease Agreement, in the event that Lessor fails to comply in any material respect with any term, provision, condition or covenant of this Lease Agreement, Lessee shall have the option to proceed

according to any one or more of the following courses of action:

- (1) Terminate this Lease Agreement, in which event this Lease Agreement shall become null and void, but Lessee may pursue any action at law, or in equity, for any damages Lessee may have suffered as a result of such breach by Lessor; and/or
- (2) Maintain an action for a specific performance of any act required to be done by Lessor under the provisions of this Lease Agreement, Lessor and Lessee hereby agreeing that the Leased Premises herein described are unique and that any breach of this Lease Agreement by Lessor would result in irreparable injury to Lessee. Lessor hereby further agrees that specific performance or other injunctive relief is an appropriate remedy for breach of any material provision of this Lease Agreement; and/or
- (3) Pursue any other remedy available to Lessee at law or in equity.

B. Notice and curative opportunities. Notwithstanding anything herein to the contrary, and except as otherwise provided in Paragraph 9 hereof, if Lessor is in breach of any term or terms of this Lease Agreement, Lessor shall have a period of thirty (30) days from the date of written notice of said breach in which to remedy that breach; provided, however, if Lessor commences to cure within said thirty (30) day period and provided that Lessor diligently and reasonably pursues the remedy of said breach, then Lessor shall have a period not to exceed ninety (90) days to cure said breach prior to being in default hereunder.

Lessee shall, to the extent required by law, seek to mitigate its damages in the event of a default by Lessor entitling Lessee to exercise its remedies as provided for in this Paragraph 18.

20. Hazardous Marerials: Lessee shall not, and shall not permit anyone else to, at any time bring any hazardous materials as that term is defined in applicable federal, state and local law, upon the Leased Premises, or to handle, store, or dispose of any such hazardous materials upon the Leased Premises, except in strict compliance with applicable governmental requirements.
21. Radon Gas: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.
22. Miscellaneous Provisions:
 - A. Severability. If any clause or provision of this Lease Agreement is illegal, invalid, or unenforceable under present or future laws effective during the Term, then and in that event it is the intention of the parties hereto that the remainder of this Lease Agreement shall not be affected thereby.
 - B. Cumulative rights. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative to those given by law.

- C. Entire agreement. This Lease Agreement is intended to contain the entire agreement of the parties, and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect unless the same be in writing, signed by both parties hereto. No failure of either party to exercise any power given to such party hereunder, or to insist upon strict compliance by the other party of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of that party's right to demand exact compliance with the terms hereof.
- D. Time is of the essence. Except as otherwise provided in this Lease Agreement, time is of the essence as to the provisions of this Lease Agreement.
- E. Relationship of the parties. The relationship of the parties to this Lease Agreement is solely that of landlord and tenant. Lessor does not, in any way or for any purpose, become a partner of Lessee in the conduct of its business, or otherwise, or a joint venturer or a member of any joint enterprise with Lessee for any purpose.
- F. Captions. The captions of each paragraph and headings hereof are added as a matter of convenience only and shall be construed to be of no effect in the construction of any provision or provisions of this Lease Agreement.
- G. Notices. All notices which are required or permitted hereunder must be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt thereof by the addressee) (i) when delivered by personal delivery, or (ii) five (5) business days after having been deposited in the U.S. mail, certified or registered, return receipt requested, with sufficient postage affixed and prepaid, or (iii) one (1) business day after having been deposited with an expedited, overnight courier service (such as by way of example but not limitation U.S. Express Mail, Federal Express, or UPS), addressed to the party to whom notice is intended to be given at the address set forth below:

If to Lessor: City Manager
 City of Pinellas Park
 5141 78th Avenue N.
 P. O. Box 1100
 Pinellas Park, FL 33780-1100

With a copy to: James W. Denhardt, City Attorney
 City of Pinellas Park
 2700 1st Avenue North
 St. Petersburg, FL 33713

If to Tenant: Family Resources, Inc.
 5180 62nd Avenue North
 Pinellas Park, FL 33781

Any party may change the address to which its notices are to be sent by giving the other party written notice of any such change in the manner provided in this paragraph, but notice of change of address is effective only upon actual receipt.

- H. Continuance of Lessee's Name. Lessee agrees that it shall continue to use its present name during all such times as it shall occupy the Leased Premises pursuant to this Lease Agreement.

- I. Lessor's Authority. Lessor warrants that it has all required authority through official action of its City Council to enter into this Lease Agreement and to be bound by the terms thereof.
- J. Lessee's Authority. Lessee warrants that it has obtained all necessary authority through the official action of its officers and directors to enter into this Lease Agreement and to be bound by the terms thereof.
- K. Binding Effect. This Lease Agreement shall be binding upon the parties, their successors, assigns, and legal representatives.
- L. Interpretation. This Lease Agreement shall be interpreted under and in accordance with the laws of the State of Florida. It is expressly understood that the laws of the State of Florida shall control over any term, covenant, agreement or provision of this Lease Agreement. It is further agreed that if any provision of this Lease Agreement is at variance with Florida law, either expressly or impliedly, then Florida law shall control over such specific term of this Lease Agreement.
- M. Attorneys Fees. In the event of any dispute or litigation arising under this Lease Agreement, the prevailing party shall be entitled to recover all reasonable attorney's fees and costs, including those at trial and upon appeal.
- N. Venue. All actions or proceedings arising in connection with, out of, related to, or from this Lease Agreement shall be litigated in the State Court in Pinellas County, Florida having jurisdiction thereof.
- O. Security Deposit. Lessor hereby waives receipt from Lessee of a security deposit. Lessor agrees that Lessee shall have access to the Leased Premises upon the execution of this Lease Agreement by the City Manager of the City of Pinellas Park for the purpose of cleaning and refurbishing the Leased Premises prior to the onset of rent payments.
- P. Temporary Parking. Ingress and Egress. The Lessor reserves the right to have vehicles parked on or about the leased property as may be necessary for the Lessor's continued use of the Lessor's property surrounding the Leased Premises. The Lessee shall allow such parking and shall allow the Lessor's employees, customers and invitees ingress and egress on and over the leased premises, as may be necessary for the Lessor's continued use of its property in the rear of the leased premises.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed on the date first above written.

CITY OF PINELLAS PARK, FLORIDA

ATTEST:

By: _____
Douglas A. Lewis, City Manager

By: _____
Diane M. Corna, MMC, City Clerk

FAMILY RESOURCES, INC.

Witness:

By: _____
Lisa Davis, President / CEO

By: _____
**Shannon D. Coughlin, Economic
Development Manager**

Approved as to form and correctness:

By: _____,
**James W. Denhardt, City Attorney
City of Pinellas Park, FL**

City of

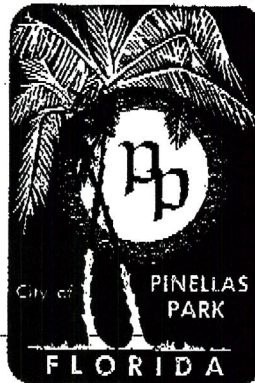
PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100

PINELLAS PARK, FL 33780-1100

Please Respond To:

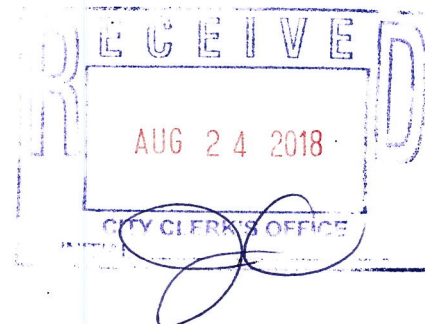
James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

**FLORIDA**

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

August 23, 2018

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



RE: City Document #18-242
Family Resources Lease Agreement

Dear Ms. Conte:

I have received and reviewed the above-referenced Lease Agreement with Family Resources, Incorporated. Upon approval by the City Council, I would approve of the Lease 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
Danny E. Taylor, Planning & Zoning Director

JWD/dh

18-242.08222018.LAC.Family Resources Lease Agreement.wpd



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City of Pinellas Park

Staff Report

File #: 18-576, **Version:** 1

Agenda Date: 9/6/2018

RESOLUTION NO. 18-25. IDENTIFYING SOURCES OF LOCAL CITY FINANCIAL SUPPORT FOR PROJECT #B8060653161 AS LOCAL PARTICIPATION IN THE QUALIFIED TARGET INDUSTRY TAX REFUND PROGRAM PURSUANT TO SECTION 288.106, FLORIDA STATUTES; IDENTIFYING LOCAL CITY FINANCIAL SUPPORT FOR PROJECT #B8060653161; PROVIDING FOR AN EFFECTIVE DATE

FIRST AND FINAL READING

NOTE: Project #B8060653161 is a logistics and distribution enterprise. They are considering expansion of its operations in Pinellas Park. The company would be expanding and remodeling an existing building. A tax refund has been requested of \$126,000. Eighty percent (\$100,800) will be funded by the State. The 20% local match (\$25,200) is being requested locally - 50% from Pinellas County (\$12,600) and 50% from the City (\$12,600). This incentive returns a portion of taxes paid by the business after the company meets its job creation and wage commitments. The tax refund will be paid over a series of fiscal years as determined by the State.

When their expansion is complete they will be hiring 42 new employees from the local workforce with annual pay scales above 100% of the average wage in the State of Florida (approximately \$53,298). These wages would result in an economic impact of \$3,023,340 as calculated by the U.S. Bureau of Economic Analysis Regional Input-Output Model for Pinellas County. The total estimated impact of this company expanding in Pinellas Park is a positive \$18,519,675 on the local economy. This is achieved through the creation of 42 higher paying jobs, expenditures related to the expansion and renovation of the building, and the purchase of new equipment.

ACTION: (Adopt - Deny) Resolution No. 18-25.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, APPROVING PROJECT #B8060653161 AS A QUALIFIED APPLICANT FOR THE QUALIFIED TARGET INDUSTRY TAX REFUND PROGRAM PURSUANT TO SECTION 288.106, FLORIDA STATUTES; IDENTIFYING LOCAL CITY FINANCIAL SUPPORT FOR PROJECT #B8060653161; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida established the Qualified Target Industry Business Tax Refund Program ("QTI Program") to encourage the growth of Florida's economy by creating high-wage, value-added employment opportunities, and authorized the Florida Department of Economic Opportunity to accept, review and approve applications for tax refunds to qualified target industry businesses;

WHEREAS, the QTI Program requires 20% local financial participation as tax refunds become due; and

WHEREAS, Project #B8060653161 is a logistics and distribution enterprise that would like to expand within Pinellas County and projects hiring 42 employees in qualified value-added jobs; and

WHEREAS, the Mayor and City Council of the City of Pinellas Park, Florida finds that providing QTI Program tax refunds to Project #B8060653161 serves the public purpose of promoting positive impacts on and benefits to the City's economic vitality.

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

SECTION ONE: Project #B8060653161 is approved as a Qualified Target Industry Business pursuant to Section 288.106, Florida Statutes. This recommendation is based upon the creation of the specified jobs and is contingent upon Pinellas County's review and confirmation of Project #B8060653161's final application.

SECTION TWO: Project #B8060653161's average private sector wage commitment calculation shall be at least 115% of the State of Florida average annual wage.

SECTION THREE: The necessary commitment of local financial support for the Qualified Target Industry Business for the Qualified Target Industry Tax Refund Program has been identified in the total sum of \$25,200 with 50% of the local contribution to be paid by Pinellas County and 50% to be paid by the City of Pinellas Park subject to annual appropriations, and will be paid to the Florida Economic Development Trust Fund as tax refunds become due. The funding authorized herein is intended to represent the local financial support required by Section 288.106, Florida Statutes and is conditioned upon the applicant meeting all statutory requirements of the QTI Program. Nothing herein will prevent other jurisdictions or private sector entities from making or increasing their contributions. However, in no event will the total contribution of the City of Pinellas Park for Project #B8060653161 exceed \$12,600.

SECTION FOUR: This Resolution shall take effect immediately upon its adoption.

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

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

August 23, 2018

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

RE: City Document #18-235
Resolution for Project #B8060653161 - QTI Program

Dear Ms. Coughlin:

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

JWD/dh

18-235.08232018.LSC.Res for Project B8060653161 QTI.wpd



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C6



City of Pinellas Park

Staff Report

File #: 18-577, **Version:** 2

Agenda Date: 9/6/2018

AUTHORIZATION FOR THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT WITH FORWARD PINELLAS FOR MAPPING AND PLANNING SERVICES

NOTE: The Interlocal Agreement provides the foundation for any request the City may have for planning or mapping services from Forward Pinellas. This agreement does not obligate the City to utilize Forward Pinellas, nor does it commit any funds. The Agreement is for four (4) years, with one four (4) year extension and may be terminated at any time with thirty (30) days notice.

ACTION: (Approve - Deny) Authorization for the Mayor to sign an Interlocal Agreement with the Forward Pinellas for Planning and Mapping Services.

FORWARD PINELLAS

P: (727) 464 8250

F: (727) 464 8212

forwardpinellas.org

310 Court Street

Clearwater, FL 33756



July 18, 2018

Doug Lewis, City Manager
City of Pinellas Park
5141 78th Avenue North
Pinellas Park, FL 33781

Dear Mr. Lewis:

Please find enclosed for consideration and approval by the City of Pinellas Park a new interlocal agreement for planning, mapping and special project services as approved by the Forward Pinellas Board at its July 11, 2018 meeting.

At present, there is an existing interlocal agreement for said services with the City of Pinellas Park that expires on September 30, 2018. The new agreement is essentially the same, with some minor language changes and an update in staff hourly rates to reflect the full range of potential services and current salaries.

The attached agreement provides the basis for any request from the City of Pinellas Park for assistance from Forward Pinellas. There is no obligation to request such assistance, and Forward Pinellas is obligated to provide only such assistance as is mutually acceptable to both parties.

This new agreement begins on October 1, 2018 and will remain in place for four years, with an opportunity to extend for one additional four-year period by mutual agreement. ~~However, the agreement may be terminated at any time with proper notice by either party.~~

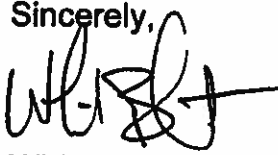
Page 2

If the agreement is satisfactory to the City of Pinellas Park, please have it executed and returned to us for filing. After which, we will return a copy to you for your records.

Please call me with any questions or concerns that you may have. I am also available to address your Council concerning the agreement if need be.

We appreciate the opportunity to continue our mutually productive relationship in the future.

Sincerely,

A handwritten signature in black ink, appearing to read 'Whit Blanton', with a stylized flourish at the end.

Whit Blanton, FAICP
Executive Director

Enclosure

cc: The Honorable Mayor Bradbury
Danny Taylor, Planning Director
Diane Corna, City Clerk
Mayor Sandra Bradbury, Forward Pinellas Representative

INTERLOCAL AGREEMENT
FOR
PLANNING AND MAPPING SERVICES AND/OR SPECIAL PROJECT WORK
WITH THE
CITY OF PINELLAS PARK

THIS INTERLOCAL AGREEMENT FOR PLANNING AND MAPPING SERVICES AND/OR SPECIAL PROJECT WORK, hereinafter referred to as "Agreement", is made and entered into this _____ day of _____, 20____, by and between FORWARD PINELLAS, in its role as the Pinellas Planning Council and the Pinellas County Metropolitan Planning Organization (hereinafter referred to as "Forward Pinellas,") and the CITY OF PINELLAS PARK (hereinafter referred to as the "Local Government").

WHEREAS, Forward Pinellas and the Local Government entered into an interlocal agreement to provide planning and mapping services on October 1, 2014; and

WHEREAS, the current interlocal agreement between the parties expires on September 30, 2018; and

WHEREAS, Forward Pinellas desires to continue to provide planning and mapping services and/or special project work to the Local Government on an as needed and as available basis; and

WHEREAS, the Local Government desires to have the option to engage Forward Pinellas staff to provide planning and mapping services and/or special project work; and

WHEREAS, related planning and mapping services and/or special project work can be provided in support of the Countywide Plan as may be requested by the Local Government; and

WHEREAS, Forward Pinellas can provide the Local Government additional planning and mapping services and/or special project work through its agreement with the Pinellas County Enterprise Geographic Information Systems (GIS); and

WHEREAS, due to the expiration date of the previous agreement and desire to clarify the parties and scope of work, it is necessary to replace the previous agreement; and

WHEREAS, Forward Pinellas and the Local Government desire to cooperate in the provision of said planning and mapping services and/or special project work to maximize efficiency and minimize cost and ensure the maximum degree of coordination and accuracy.

NOW THEREFORE, in consideration of the covenants made by each party to the other and of the advantages to be realized by this Agreement, Forward Pinellas and the Local Government agree as follows:

Section 1. Authority

This Agreement is entered into pursuant to the general authority of Section 163.01, Florida Statutes, relating to interlocal agreements and the specific authority of Sections 6(3) and 6(6) of Chapter 2012-245, Laws of Florida, as amended.

Section 2. Term

The term of this Agreement shall be from October 1, 2018 through September 30, 2022; which term may be renewed by mutual written agreement, signed by both parties, for one additional four-year period through September 30, 2026, unless terminated as provided for elsewhere in this Agreement.

Section 3. Scope of Services

- A. The, Scope of Services is provided in Exhibit A attached hereto and hereby made a part of this Agreement.
 - B. Any assistance provided or project undertaken as provided for in the Scope of Services may, upon mutual agreement of Forward Pinellas staff and the Local Government, be more specifically detailed as to methodology, schedule, work product, and cost in a memorandum of understanding executed consistent with and pursuant to this Agreement.
 - C. Responsibility for the correctness of information provided to Forward Pinellas for use in rendering planning and mapping services and/or special project work under this Agreement, and any liability related thereto, lies with the Local Government.
 - D. All requests for planning and mapping services and/or special project work to be provided under this Agreement shall be in writing by an authorized representative of the Local Government.
-
- E. Forward Pinellas reserves the right to accept or reject and to schedule all requests for planning and mapping services and/or special project work based on the ability of the Forward Pinellas staff to produce the requested planning and mapping and/or special project product(s) pursuant to the required timetable therefor.

Section 4. Charges

- A. Payment and charges for services rendered under this Agreement shall be as provided for in Exhibit B, Payment and Rate Charge Schedule, attached hereto and hereby made a part of this Agreement.

- B. Ongoing planning and mapping services and/or special project work will be charged as a lump sum or on a time and material basis as mutually agreed by the Local Government and Forward Pinellas staff in accordance with the terms of this Agreement.
- C. The Local Government agrees to make payment to Forward Pinellas for all properly invoiced requisitions as set forth in Exhibit B, within forty-five days of submission.
- D. The fee schedule may be revised by mutual written consent, signed by both parties, and included as an addendum to this Agreement.

Section 5. Use of Product

- A. The Local Government shall have the exclusive control of the public distribution of all information produced by Forward Pinellas prior to its adoption. Forward Pinellas shall not voluntarily distribute information prior to its adoption by the Local Government without prior approval.
- B. Forward Pinellas has the right to use any information produced under this Agreement for similar purposes upon removing all reference to the Local Government.
- C. The Local Government shall have the exclusive control of the public distribution of mapped information provided under this Agreement.
- D. Nothing contained in this Agreement shall prohibit either party hereto from complying with a public records request submitted pursuant to Chapter 119, Florida Statutes.
- E. Forward Pinellas shall retain all rights to the original data as compiled for and used in the production of the Countywide Plan Map from which the Local Government map is produced.

Section 6. Accounting and Records

- A. Forward Pinellas shall establish an accounting process to identify the costs and revenues associated with the Agreement. All accounting documentation shall be available for inspection, upon request, by the Local Government at any time during the period of this Agreement and for a minimum of three years after payment is made, or the requisite statutory record retention period, whichever is longer.
- B. All charged costs shall be supported by the properly executed payroll, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

Section 7. Notice

Notice by either party to the other pursuant to this Agreement shall be given in writing and hand delivered or mailed as follows:

Forward Pinellas: Forward Pinellas
Attn: Whit Blanton, Executive Director
310 Court Street, 2nd Floor
Clearwater, FL 33756

Local Government: City of Pinellas Park
5141 78th Avenue North
Pinellas Park, FL 33781

Section 8. Construction

This Agreement shall be construed as an expression of inter-agency cooperation enabling each party to make the most efficient use of its powers in furtherance of the respective and common objectives. However, this Agreement shall not be construed as delegating or authorizing the delegation of the constitutional or statutory duties of either party to the other.

Section 9. Termination

This Agreement may be terminated by either party at any time by giving the other party not less than thirty days' notice of such termination. In the event this termination provision is exercised by either party, the Local Government shall remain liable to Forward Pinellas for charges incurred up to such termination.

Section 10. Filing; Effective Date

As required by Section 163.01(11), Florida Statutes, this Agreement shall be filed with the Clerk of the Circuit Court of Pinellas County, Florida, after execution by the parties, and shall take effect upon such filing.


Section 11. Successor Agency


In the event Forward Pinellas is reconstituted as a new agency, merged with another agency, or its legal status is otherwise altered, this Agreement will be automatically assigned to any new agency that assumes the planning and mapping services and/or special project work currently performed by Forward Pinellas. This assignment shall be effective without the need for any further written agreement between the parties. The Local Government shall retain the right to terminate this agreement in accordance with Section 9.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates referenced below.

FORWARD PINELLAS

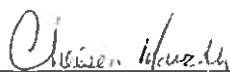
Attest:


By: 
Whit Blanton, FAICP
Executive Director

By: 
Vice Mayor Doreen Caudell
Chair

Date: _____

Approved as to form:

By: 
Chelsea Hardy
Assistant County Attorney

By: 
Mayor Cookie Kennedy
Treasurer

LOCAL GOVERNMENT

Attest:

By: _____
Diane Corna
City Clerk

By: _____
Sandra Bradbury
Mayor

Date: _____

EXHIBIT A

SCOPE OF SERVICES

I. Ongoing Planning Services

- A. Forward Pinellas agrees to consider requests by the Local Government for ongoing planning services and to provide such services as Forward Pinellas staff time and schedule permit.
- B. Ongoing planning services may include, but is not limited to, review and interpretation of the comprehensive plan and land development regulations, comprehensive plan and land development regulation amendments, assistance with applications for development approval, traffic analysis, transportation planning, and data collection, as determined to be consistent with the mission and role of Forward Pinellas.

II. Mapping Services

- A. Forward Pinellas agrees to consider requests by the Local Government for mapping services and to provide such services as Forward Pinellas staff time and schedule permit.
- B. Mapping services may include, but is not limited to, provision of custom or standard printed or electronic map products, as determined to be consistent with the mission and role of Forward Pinellas.
- C. Forward Pinellas staff will serve as a liaison to the Pinellas County Enterprise Geographic Information Systems (EGIS) if such additional mapping services are required.

III. Special Planning Projects

-
- A. Forward Pinellas agrees to consider requests by the Local Government for assistance with special planning projects and to provide such assistance as Forward Pinellas staff time and schedule permit.
 - B. Special planning projects may include, but are not limited to, plan or land development regulation assessments, neighborhood or special area plan development, special transportation and/or planning studies and such other special projects as may be related to or in furtherance of the comprehensive and/or transportation planning process, as determined to be consistent with the mission and role of Forward Pinellas.

EXHIBIT B

PAYMENT AND RATE CHARGE SCHEDULE

I. Ongoing Planning and Mapping Services

Forward Pinellas shall requisition by invoice for ongoing planning and mapping services on a time and materials basis as follows:

A. Materials - at the cost to Forward Pinellas

B. Time - based on the following hourly rates:

1.	Executive Director	\$109.00/hour
2.	Supervising Planner	\$72.00/hour
4.	Principal Planner	\$62.00/hour
5.	Planner/Analyst	\$48.00/hour
8.	Communications Specialist	\$55.00/hour
9.	Administrative Support	\$36.00/hour

C. Forward Pinellas shall provide the Local Government, upon request, a price quote based on the product(s) ordered in each request for services. There is no charge for current Geographic Information System (GIS) shapefiles distributed via email.

II. Special Planning Projects

Forward Pinellas shall requisition by invoice for special planning projects in the amount and according to a schedule agreed upon in advance between the Local Government and Forward Pinellas staff for each such special project.

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

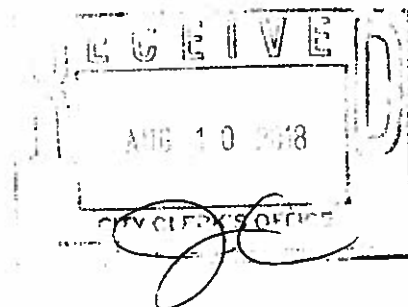


FLORIDA

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

August 10, 2018

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



RE: City Document #18-210
Interlocal Agreement with Forward Pinellas

Dear Ms. Gademer:

I have received and reviewed the above-referenced Interlocal Agreement for Planning and Mapping Services and/or Special Project Work with the City of Pinellas Park from Forward Pinellas. I would approve of the Interlocal Agreement 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
Danny E. Taylor, Planning & Zoning Director

JWD/dh

18-210.08102018.LKG.Interlocal Agmt w Forward Pinellas.wpd



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City of Pinellas Park

Staff Report

File #: 18-556, **Version:** 2

Agenda Date: 9/6/2018

RESOLUTION NO. 18-26. A RESOLUTION OF THE CITY OF PINELLAS PARK, FLORIDA, AMENDING RESOLUTION 17-23 RELATING TO THE OPERATION OF THE WATER AND SEWER UTILITY SYSTEMS; BY REVISING WATER AND SEWER RATES; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS CONFLICTING HERewith TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

FIRST READING PRIOR TO PUBLIC HEARING

NOTE: This resolution adopts a rate increase for water and sewer. This tentative rate increase is based upon a Pinellas County pass through on the wholesale purchase rates on water and sewer. The water and sewer rate increases, should they be approved, will be effective with all billing issued on or after October 1, 2018.

ACTION: (Adopt - Deny) Resolution No. 18-26.

RESOLUTION NO. 18-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, FLORIDA, AMENDING RESOLUTION NO. 17-23 RELATING TO THE OPERATION OF THE WATER AND SEWER UTILITY SYSTEMS; BY REVISING WATER AND SEWER RATES; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS CONFLICTING HEREWITH TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Pinellas Park, Florida presently operates a water and sewer utility system within its water and sewer utility service area; and

WHEREAS, Chapter 10 of the Code of Ordinances of the City of Pinellas Park, Florida, provides that water and sewer rates can be revised and established by Resolution effective for any bills for which the billing cycle is on or after October 1, 2018; and

WHEREAS, the City previously adopted Resolution No. 17-23 which, among other things, established such water and sewer rates; and

WHEREAS, City Council has determined that it is necessary at this time to adjust such retail water and sewer rates to pass through the increase in the Pinellas County wholesale water and sewer rates as necessary.

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 foregoing findings are incorporated herein by reference and made a part thereof.

SECTION TWO: The water and sewer rates established by Resolution No. 17-23 are hereby revised effective for any bills for which the billing cycle is on or after October 1, 2018 to the rates as set forth in Exhibit I attached hereto and incorporated herein by reference. The stormwater rates, reclaimed water rates, turn-on charges, deposits, restoration of service charges, water connection charges, and all other charges for services established by Resolution No. 17-23 shall remain unchanged.

SECTION THREE: All resolutions or parts of resolutions in conflict with any of the provisions of this resolution are hereby repealed to the extent of such conflict.

SECTION FOUR: If any section or portion of a section of this resolution is determined by a court of competent jurisdiction to be invalid, unlawful or unconstitutional, the same shall not impair the validity, force or effect of the remainder of this resolution.

SECTION FIVE: This resolution shall be effective immediately upon its passage at second and final reading.

FIRST READING THE _____ DAY OF _____, 2018

PUBLISHED THE _____ DAY OF _____, 2018.

PUBLIC HEARING THE _____ DAY OF _____, 2018.

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

EXHIBIT I

CITY OF PINELLAS PARK

WATER, SEWER, RECLAIMED WATER AND UTILITY DEPOSIT AND WATER CONNECTION CHARGES STORMWATER RATES AND DEPOSITS EFFECTIVE OCTOBER 1, ~~2017~~ 2018

Residential and Non-Residential Water Rates for Service Within the City Limits.

Minimum Bill	\$21.54	<u>\$21.78</u>
CONSUMPTION PER 1,000 GALLONS	RATE 10/01/17	<u>10/01/2018</u>
0 - 8000	\$ 7.18	<u>\$7.26</u>
8100 - 10000	\$ 7.61	<u>\$7.69</u>
10100 - 15000	\$ 8.02	<u>\$8.10</u>
15100 - 17000	\$ 8.44	<u>\$8.52</u>
17100 - 19000	\$ 8.87	<u>\$8.95</u>
19100+	\$ 9.28	<u>\$9.36</u>

The minimum bill for water service shall be ~~\$21.54~~ \$21.78 per month. Minimum monthly rates shall apply to all active service connections whether the metered premises are occupied or not.

Residential and Non-Residential Water Rates for Service Outside the City Limits.

Minimum Bill	\$26.94	<u>\$27.24</u>
CONSUMPTION PER 1,000 GALLONS	RATE 10/01/17	<u>10/01/2018</u>
0 - 8000	\$ 8.98	<u>\$ 9.08</u>
8100 - 10000	\$ 9.51	<u>\$ 9.61</u>
10100 - 15000	\$10.03	<u>\$10.13</u>
15100 - 17000	\$10.55	<u>\$10.65</u>
17100 - 19000	\$11.09	<u>\$11.19</u>
19100+	\$11.60	<u>\$11.70</u>

The minimum bill for water service shall be ~~\$26.94~~ \$27.24 per month. Minimum monthly rates shall apply to all active service connections whether the metered premises are occupied or not.

Water Connection Charges.

3/4 inch meter installation	\$ 553.61
1 inch meter installation	\$ 785.66
1 ½ inch meter installation	\$1,494.58
2 inch meter installation	\$1,641.91

Upon approval by the Water Division Director, meters larger than two inch will be installed by the owner/developer at his own expense. An engineering permit will be required prior to installation and the installation must meet all City standards and specifications.

Water Reconnection Charges (resulting from delinquency).

Reconnection only (water & reclaim together, one charge)	\$ 25.00 (total)
Reconnection requiring water meter installation	\$100.00 (total)
Reconnection requiring sewer service connection	\$100.00 (in addition to above charges)

Water Meter Removal and Reinstallation Charge (no delinquency).

Charge	\$100.00
--------	----------

Water Turn on Charges.

During regular working hours	\$ 25.00
After regular working hours (Orders placed after 4.30 P.M. when service required before working hours begin next regular working day)	\$ 35.00

Reread Meter Requested

Charge (No charge if City misread meter)	\$ 10.00
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Removal Of Unauthorized Straight Pipe Plus Estimated Water Usage

Charge	\$100.00
--------	----------

Broken Lock On Curb Stop

Charge	\$100.00
--------	----------

Unauthorized Use of Fire Hydrant, Plus Estimate Water Usage

Charge	\$200.00
--------	----------

Tenant Notification For Master Meter

Charge

\$100.00

Residential Stormwater Rates Within the City Limits.

Single family residential stormwater rates for properties within the City limits shall be \$4.00 per month. The minimum rate of \$4.00 per month shall apply to properties whether the premises are occupied or not. Multi-unit residential rates for service within the City limits, when master meters are used, shall be \$2.00 per month times the number of available multi-unit residences. The minimum rate of \$2.00 per month shall apply regardless of whether all unit/residences are occupied or not. When master meters are not used, single family rates will apply as discussed above. The fee for single family residential units that do not directly or indirectly discharge into the City of Pinellas Park Stormwater Management Utility System shall be set a fifty (50) percent of the fee for a single residential unit.

Non-Residential Stormwater Rates Within the City Limits.

Non-Residential stormwater rates for properties within the City limits shall be based on the total square footage of the property as such: 0-10,000 = \$6.00; 10,001 – 100,000 = \$8.00; 100,001 + = \$10.00 per month. The rate per month shall apply to properties whether the premises are occupied or not. Multi-unit non-residential rates for service within the City limits, when master meters are used, shall be the rate per month times the number of available multi-unit residences. The rate per month shall apply regardless of whether all unit/residences are occupied or not. When master meters are not used, non-residential rates will apply as discussed above. Non-residential stormwater rates do not apply to City owned property.

Reclaimed Water Rates Within the City Limits.

Single family residential and non-residential reclaimed water rates for service within the City limits shall be \$9.09 per month, plus \$0.29 per thousand gallons for quantities in excess of 25,000 gallons. The minimum rate of \$9.09 per month shall apply to all active service connections regardless of the gallons of reclaimed water consumed and whether the premises are occupied or not. Multi-unit rates for service within the City limits, when master meters are used, shall be \$1.14 per month times the number of multi-unit residences. The minimum rate of \$1.14 per month shall apply regardless of the gallons of reclaimed water consumed and whether all unit/residences are occupied or not. All consumption volume shall be charged at \$0.29 per thousand gallons when master meters are used. When master meters are not used, single family rates will apply as discussed above.

Reclaimed Water Rates Outside the City Limits.

Single family residential and non-residential reclaimed water rates for service outside the City limits shall be \$11.36 per month plus \$0.36 per thousand gallons for quantities in excess of 25,000 gallons. The minimum rate of \$11.36 per month shall apply to all active service connections regardless of the gallons of reclaimed water consumed and whether the premises are occupied or not. Multi-family rates for service outside the City limits, when master meters are used, shall be \$1.43 per month times the number of multi-family residences or non-residential unit. The minimum rate of \$1.43 per month

shall apply regardless of the gallons of reclaimed water consumed and whether all residences/units are occupied or not. All consumption volume shall be charged at \$0.36 per thousand gallons when master meters are used. When master meters are not used, single family rates will apply as discussed above.

Reclaimed Water Connection Charges.

3/4 inch meter installation	\$ 553.61
1 inch meter installation	\$ 785.66
1 ½ inch meter installation	\$1,494.58
2 inch meter installation	\$1,641.91

Connection charges will be reduced by 50 percent for connection within ninety (90) days of initial service availability or as directed by the City Manager. Upon approval of the Water Division Director, meters larger than two inch will be installed by the owner/developer at his own expense. An engineering permit will be required prior to installation and the installation must meet all City standards and specifications.

Reclaimed Water Reconnection Charges (resulting from delinquency).

Reconnection only (water & reclaim together, one charge)	\$ 25.00 (total)
Reconnection requiring reclaimed water meter installation	\$100.00 (total)

Reclaimed Water Meter Removal and Reinstallation Charge (no delinquency).

Charge	\$100.00
--------	----------

Reclaimed Water Turn on Charges.

During regular working hours	\$ 25.00
After regular working hours (Orders placed after 4.30 P.M. when service required before working hours begin next regular working day)	\$ 35.00

Following initial construction, the reclaimed water turn on charges shall be waived if installation is requested prior to 4:30 P.M. on a regular working day and if turn on is requested within ninety (90) days of initial service availability.

Reread Meter Requested

Charge (No charge if City misread meter)	\$ 10.00
--	----------

Removal Of Unauthorized Straight Pipe Plus Estimated Water Usage

Charge	\$100.00
--------	----------

Broken Lock On Curb Stop

Charge	\$100.00
--------	----------

Unauthorized Use of Fire Hydrant, Plus Estimate Water Usage

Charge	\$200.00
--------	----------

Tenant Notification For Master Meter

Charge	\$100.00
--------	----------

Sewer Charges

	EFFECTIVE DATE	
	10/01/17	10/01/18
Minimum rate (within City limits)	\$27.54	\$27.69
Rate per 1,000 gallons metered potable water (within City limits)	\$ 9.18	<u>\$ 9.23</u>
Minimum rate (outside City limits)	\$34.44	\$34.62
Rate per 1,000 gallons metered potable water (outside City limits)	\$11.48	<u>\$11.54</u>
Sewer connection charges per single family unit or Its equivalent up to and including ten (10) fixtures	\$700.00	
Each additional fixture	\$ 70.00	
Sewer connection charges per Commercial Unit	\$700.00	
Each fixture	\$ 70.00	

Residential Accounts Deposits (Water, Sewer, Garbage, Stormwater and Reclaimed Water).

	Per Unit
Water	\$ 30.00
Sewer	\$ 30.00
Garbage (unlimited # of cans)	\$ 20.00
Stormwater	\$ 4.00
Total water, sewer, garbage stormwater (without reclaimed)	\$ 84.00
Reclaimed water	\$ 16.00
Total water, sewer, garbage, stormwater, reclaimed water	\$100.00

Following initial construction, the reclaimed water deposit shall be waived if turn on is requested within ninety (90) days of initial service availability. When an account history exceeds the average consumption of 5,500 gallons per month for potable water or 25,000 gallons per month for reclaimed water or becomes delinquent, the minimum deposit requirement will be increased to two (2) times the average monthly bill, plus penalties.

Non-Residential Accounts Minimum Deposits (Water, Sewer, Garbage, Stormwater and Reclaimed Water).

	<u>Per Unit</u>
Water	\$ 80.00
Sewer	\$ 82.00
Garbage (0-5 cans limit)	\$ 50.00
Garbage (6-10 cans/dumpster service)	2 x mo. Charge
Stormwater	\$ 8.00
Total water, sewer, stormwater, garbage, (without reclaimed)	\$220.00
Reclaimed water	\$ 16.00
Total water, sewer, stormwater, garbage, reclaimed water	\$236.00

A deposit is required within 10 days of activating services at all addresses. The minimum deposit is based on 5,500 gallons of water, sewer, stormwater and tax plus the monthly dumpster fee x 2. This formula would be for an account with no previous history. If the account has had a previous service, their average consumption will be used instead of the base 5,500 gallons. If the same type business is going into a location, use the previous occupant's average consumption instead of the base 5,500 gallons. If the customer has had no previous service with the City and there has not been a previous occupant at this location, (ex: new building or vacant property), calculate the deposit on the 6 month water/sewer average, for a similar business.

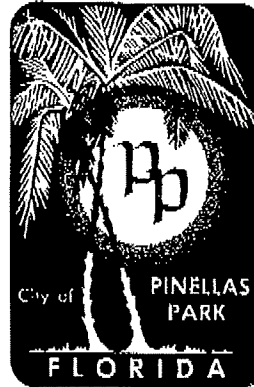
Following initial construction, the reclaimed water deposit shall be waived if turn on is requested within ninety (90) days of initial service availability. When an account history exceeds the average consumption of 5,500 gallons per month for potable water or 25,000 gallons per month for reclaimed water or becomes delinquent, the minimum deposit requirement will be increased to two (2) times the average monthly bill, plus penalties.

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

August 8, 2018

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

RE: City Document #18-209
Resolution Amending Water and Sewer Rates

Dear Ms. Keely:

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

Very truly yours,

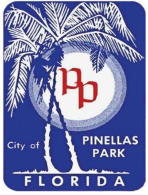
Lauren C. Rubenstein
Assistant City Attorney

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

LCR/dh
18-209.08082018.LJK.Res Amending Sewer Rates.wpd



PRINTED ON RECYCLED PAPER



City of Pinellas Park

Staff Report

File #: 18-578, **Version:** 2

Agenda Date: 9/6/2018

ORDINANCE NO. 4071. AMENDING CHAPTER 17 (PENSIONS AND RETIREMENT) OF THE CODE OF ORDINANCES OF THE CITY OF PINELLAS PARK, FLORIDA, PINELLAS PARK POLICE OFFICERS' PENSION FUND

FIRST READING PRIOR TO PUBLIC HEARING

NOTE: This Ordinance amends Article IV, Chapter 17 (Pensions and Retirement) relating to the Pinellas Park Police Officers' Pension Fund to meet the terms that are set forth in the collective bargaining agreement between the City of Pinellas Park and the Fraternal Order of Police effective 10/1/2018.

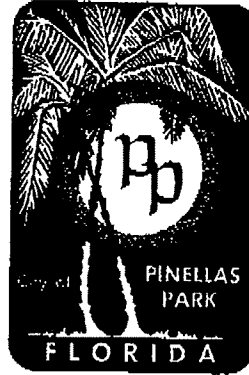
ACTION: (Pass - Deny) Ordinance No. 4071.

City of
PINELLAS PARK

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

Please Respond To:

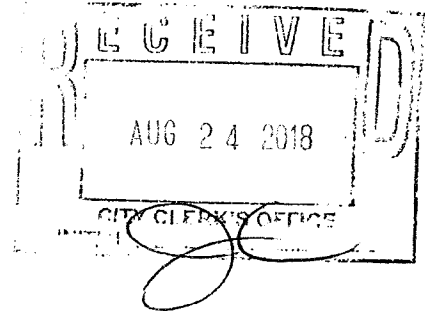
James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile



FLORIDA

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

August 24, 2018



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

RE: City Document #18-233
Police Pension Ordinance

Dear Ms. Laser:

I have received and reviewed the above-referenced Police Pension Ordinance. I understand that this Ordinance has already been approved by the Board's Pension Attorney and the City's Pension Attorney. I would likewise 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
Lisa Hendrickson, Human Resources Administrator
Matt Pruitt, Human Resources Director

JWD/dh
18-233.08242018.LCL.Police Pension Ordinance.wpd



PRINTED ON RECYCLED PAPER

ORDINANCE NO. 4071

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, FLORIDA, AMENDING ARTICLE IV OF CHAPTER 17 (PENSIONS AND RETIREMENT) OF THE CODE OF ORDINANCES OF THE CITY OF PINELLAS PARK, FLORIDA, RELATING TO THE PINELLAS PARK POLICE OFFICERS' PENSION FUND BY AMENDING SUBSECTION 17-428 (M) AND ADDING SUBSECTIONS 17-428 (N) AND (O); PROVIDING FOR THE INCLUSION OF SUCH AMENDED ORDINANCE IN THE CODE OF ORDINANCES; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION ONE: That Chapter 17 (Pensions and Retirement) of the Code of Ordinances of the City of Pinellas Park, Florida, is hereby amended by amending Section 17-428 (M) and adding Subsections 17-428 (N) and (O) "Police Officers' Deferred Retirement Option Program (DROP)" so that said Section 17-428 shall hereafter be and read as follows:

Sec. 17-428. - Police Officers' Deferred Retirement Option Program (DROP).

(M) Deferred Retirement Option Program (DROP) entrants on or after October 1, 2016 but prior to January 3, 2018 who are not subject to and governed by above subsections (J), (K) or (L):

1. Shall be eligible for a maximum DROP calculation period of three (3) years, but not to exceed a total of creditable Pension service and DROP service of thirty-three (33) Years.
2. Shall have his or her DROP accumulated balance computed and adjusted quarterly by amount equal to the positive or negative net investment return experienced by the Pinellas Park Police Officers' Pension Fund, less the actual quarterly cost of

administering the DROP, as determined by the Board of Trustees. Provided however, the maximum net positive quarterly return shall be .75 percent (0.75%) and the maximum net negative quarterly return shall be .75 percent (0.75%).

(N) Deferred Retirement Option Program (DROP) entrants on or after January 3, 2018 who are not subject to and governed by subsections (I), (J), (K), (L) and (M) and who remain employed on or after October 1, 2018:

1. May enter the DROP upon attaining eligibility for Normal Retirement, as set forth in Chapter 17, City Code of Ordinances, and prior to attaining thirty (30) years of Creditable Service.
2. May remain in the DROP for three (3) years of DROP service or until attaining a total of thirty-three (33) years of combined DROP service and Creditable Service, whichever comes first.
3. An Employee who enters DROP on or after January 3, 2018 shall have his or her DROP balance adjusted quarterly by an amount equal to the positive or negative return experienced by the Pinellas Park Police Officers' Pension Fund after administrative costs. However, the maximum positive quarterly return shall be one percent (1.00%) and the maximum negative quarterly return shall be one percent (1.00%).

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

1. On or after September 18, 2013 but prior to October 1, 2016 shall be eligible to elect DROP participation under subsection (K), subsection (M), or subsection (N); and
2. Normal retirement on or after October 1, 2016 but prior to October 1, 2018, shall be eligible to elect DROP participation under subsection (M) or subsection (N).

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

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

SECTION FOUR: That this Ordinance shall be in full force and effective October 1, 2018 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.

AYES:

NAYS:

ABSENT:

ABSTAIN:

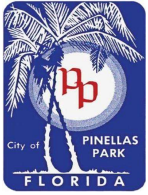
APPROVED THIS _____ DAY OF _____, 2018.

Sandra L. Bradbury
MAYOR

ATTEST:

Diane M. Corna, MMC
CITY CLERK

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City of Pinellas Park

Staff Report

File #: 18-522, **Version:** 1

Agenda Date: 9/6/2018

APPOINTMENT TO THE LIBRARY BOARD - Miss Shannon Harner

NOTE: A vacancy on the Library Board was created by the resignation of Mr. John Spagnola. The Library Board interviewed two candidates and recommends Miss Shannon Harner to fill the position and complete Spagnola's term. The Library Board voted unanimously to recommend that Council approve the appointment of Miss Harner effective September 6, 2018 with a term to expire June 30, 2020.

ACTION: (Approve - Deny) The appointment of Miss Shannon Harner to the Library Board with a term to expire June 30, 2020.

City of Pinellas Park, Florida
Barbara S. Ponce Public Library
Library Board Meeting
August 2, 2018, 6:50 pm
Unapproved Minutes

Present: Elithia Stanfield, Patricia Bennett, Katherine Egolf, Jeffrey Nguyen and Milton Wendland

Absent: William Holmes

City Staff Present: Angela Pietras, Library Director and Debra Surprenant, Administrative Clerk

1. Call to Order

The meeting was called to order by Vice-Chair Elithia Stanfield at 6:50 p.m.

- 2. Approval of June 7, 2018 Meeting Minutes:** A motion was made by Ms. Egolf and seconded by Ms. Bennett to approve the June minutes, as amended. Motion Approved.

3. Old Business:

A. Filling of Board Seat Vacated by Spagnola: Ms. Pietras confirmed that she had spoken to the City Clerk's office about the residency of candidate Shannon Harner. Ms. Egolf made a motion to recommend that Ms. Harner be appointed to complete the term vacated by John Spagnola. Ms. Bennett seconded the motion and the board unanimously approved it.

B. Community Development Block Grant Meeting: Ms. Pietras shared that she attended the City's first public input meeting in July but that public turnout was low. She announced that the City has scheduled an Open House at the City Auditorium August 10th to give another opportunity for feedback.

- 4. Monthly Statistics** - Ms. Pietras reviewed the Monthly Statistics, including an overview of the Summer Reading Program and the statistics gathered in the Beanstack software program. Ms. Egolf inquired about the Breakspot Program that was scheduled in Children's Activity Room to distribute lunches to children 18 years and younger. Ms. Pietras stated that there was an average of 14 meals served each day.

5. Director's Report

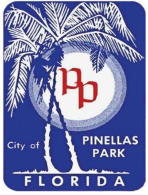
A. Project and Staff Committee Update - Ms. Pietras stated that staff have been asked to focus next fiscal year's programming around a theme of "Prospering in the Park", with an emphasis on increasing useful life skills, knowledge, and experiences that can have real impacts toward improving residents' quality of life.

B. Friends of the Library Update

1. Ms. Bennett stated that the September's promoted book will be "Where'd You Go, Bernadette?" which is scheduled for movie release on October 10th.
2. The Friends book sale will be October 20th and 21st and will include an Author Event. During the Friends meeting there was discussion about various ways to generate revenue such as holding raffles on themed related baskets.

C. Library Programs and Events

1. Children's is adding Lego robotics to actively promote STEM skills through the use of technology; children will use a laptop to send commands to their LEGO device after they build it.



City of Pinellas Park

Staff Report

File #: 18-563, **Version:** 1

Agenda Date: 9/6/2018

AUTHORIZATION FOR THE MAYOR TO SIGN THE ADDENDUM TO AGREEMENT FOR TEMPORARY DISPLAY OF ARTWORK

NOTE: The contract for display of the sculpture entitled "Dream Sparrow" expires on December 13, 2018. This piece is currently installed on the library's east lawn, and there has been much positive feedback for this piece from Pinellas Park residents and other library visitors. Retaining the well-liked "Dream Sparrow" for an additional one year term is cost-effective since site preparation, an insurance appraisal, and installation will not need to be repeated.

ACTION: (Approve - Deny) Authorization for the Mayor to sign the Addendum to Agreement for Temporary Display of Artwork.

ADDENDUM TO AGREEMENT FOR TEMPORARY DISPLAY OF ARTWORK

This ADDENDUM is made this ____ day of _____, 2018, is attached to and forms part of the Agreement between the City of Pinellas Park, Florida and Donald G. Gialanella, Artist, as of August 1, 2017. To the extent that any of the terms or conditions contained in this ADDENDUM may contradict or conflict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this ADDENDUM shall take precedence and supersede the attached Agreement.

WHEREAS, residents of Pinellas Park have voiced their appreciation for the public art on display at the Barbara S. Ponce Public Library; and

WHEREAS, the City wishes to continue fostering the arts and supporting the work of local artists.

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

1. EXTEND THE TEMPORARY INSTALLATION OF ARTWORK: The installation of the Artist's work entitled "Dream Sparrow" shall be extended at the City's current Approved Location, the Barbara S. Ponce Public Library, 7770 52nd Street North.
2. TERMS AND CONDITIONS: In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:
 - A. Term. The Artist agrees to loan Artwork to the City for an additional 12 months. Said term shall begin upon the anniversary of the original delivery date of the Artwork to the City, December 13, 2017, and will terminate following a loan period of 12 months unless extended by written mutual agreement.
 - B. City Obligations - payment. Payment to the Artist by the City under the terms of this Agreement shall not exceed \$1,200 for the loan of the Artwork. The amount of \$1,200 will be paid to the Artist upon the start of the new term.
3. NOTICES. Unless to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals or other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person to the authorized representative of the recipient provided below, upon the expiration of five (5) business days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the authorized representative of the recipient at the address provided below, or upon the date delivered by overnight courier (signature required) to the authorized representative of the recipient at the address provided below.

CITY OF PINELLAS PARK:
Angela Pietras
Library Director
City of Pinellas Park

ARTIST:
Donald G. Gialanella
910 Southern Pine Court NE
St. Petersburg, FL 33703

7770 52nd Street
Pinellas Park, FL 33781

ATTEST:

CITY OF PINELLAS PARK, FLORIDA

Diane M. Corna, MMC
City Clerk

By: _____
Sandra L. Bradbury
Mayor

Approved as to Form and Content:

ARTIST:

James Denhardt, City Attorney

By: _____
Donald G. Gialanella

City of
PINELLAS PARK

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

Please Respond To:

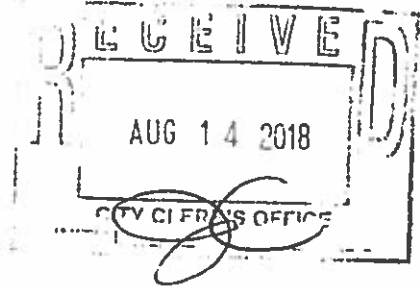
James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile



FLORIDA

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

August 14, 2018



Ms. Angela Pietras
Library Director
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #18-223
Addendum to Agreement for Temporary Display of Artwork

Dear Ms. Pietras:

I have received and reviewed the above-referenced Addendum to Agreement for Temporary Display of Artwork at the Barbara S. Ponce Library. I would approve of the Addendum 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
Keith Sabiel, Jr., Leisure Services Administrator

JWD/dh
18-223.08142018.LAP.Addendum for Temp Artwork Display.wpd



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City of Pinellas Park

Staff Report

File #: 18-575, **Version:** 1

Agenda Date: 9/6/2018

AUTHORIZATION FOR PURCHASE ON NJPA CONTRACT 030117-CXT - Wounded Warriors Ability Ranch - Bathroom Building

NOTE: Purchase of a pre-cast concrete CXT six stall bathroom building. Price includes the purchase of the building, delivery, off-loading and setting the building on a customer prepared pad and utility slab. Final connection of utilities included. The amount budgeted under Project 19781/361-CONSTR in account 301781-562512 for this expenditure is \$148,000 and can be found on page 233 of the CIP Project and Programs for 2018-19. No Payments will be processed until after October 1, 2018.

ACTION: (Approve - Deny) - Authorization for purchase and delivery of Bathroom Facility at the Wounded Warriors Ability Ranch under NJPA Contract 030117-CXT from CXT, Inc. an L. B. Foster Company 3808 North Sullivan Road, Bldg #7, Spokane Valley, WA 99216 at a cost of \$125,595.86 to be charged to the appropriate account.

Quote #: JCHA503V91-1


CXT®, Inc. an L.B. Foster Company
Mailing Address:

CXT Incorporated, an LBFoster Co.
3808 North Sullivan Road Bldg. #7
Spokane Valley, WA 99216

Phone: (800) 696-5766**Fax:** (509) 928-8220**Date:** 08/06/2018**To:** City of Pinellas Park

6051 78th Ave
Pinellas Park, FL 33781-2209

Attention: Matt Bale**Phone:** (727) 369-5659**Fax:** (727) 369-5797**Re:** Price based off NJPA Contract

030117-CXT

Price represents a \$10,770 savings from
Commercial

Our quotation for the Cortez Sectional - JC building is as follows:

Per Building

Cortez Sectional flush toilet building with simulated ribbed metal (Hunter Green) roof and split face block (Light Stone - same as CR602) wall texture, marine package, seven 16-gauge galvanized steel doors and frames, stainless steel plumbing fixtures (2-lavatories, 2-water closets, 4-lav/water closet units), water heater, six hand dryers, six 3-roll toilet paper holders, exhaust fans, GFI outlets, floor drains, six s/s mirrors, drinking fountain, ADA grab bars, ADA signs, one hose bib in chase area, motion controlled interior lights and photo cell controlled exterior lights. Includes PE stamped drawings. Drawing #14-291P. Options same as 136436

\$125,595.86

Freight

\$125,595.86

FOB: Freight FOB: Destination. Price includes delivery, off-loading and setting the building on a customer prepared pad and utility stub in the Pinellas Park, FL area. Final connection of utilities included.

Terms: Net 30 with Credit Approval.

Shipment: Within 90 days ARO after receipt of an approved MI (Manufacturing Insurrections) and State approvals.

Notes: Sales tax not included
Number of Units: ____

Important: Tractor trailer and crane must have access to site and literally set up next to utility pad for off loading of the building. If drop deck trailer cannot get next to the site then a \$3000 short trailer transfer or hydraulic trailer fee will be incurred. Road must allow standard 120' truck and trailer or short trailer transfer clear passage to site. It is the customer's responsibility to address any encumbrances to site access.

This quotation is subject to the conditions on the attached sheet and the terms hereof shall constitute the exclusive agreement of the parties and all conflicting or additional terms in Buyer's purchase order or any other such documents of Buyer shall have no force or effect.

L.B. FOSTER COMPANY

By _____

Jeff Chambers

JChambers@lbfooster.com

Accepted this _____ day of _____ 20____

By: _____ (Customer Name)

(Signed)

CONDITIONS OF SALE

1. Taxes: Prices exclude all Federal/State/Local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.

2. Payment Terms

Payment to CXT by the purchaser shall be made net 30 days after the submission of the invoice to the purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning the 35th day (includes 5 day grace period) from the date of the invoice. Under no circumstances can a retention be taken and purchaser shall pay the full invoiced amount without offset or reduction. These terms are available upon approval of credit. If CXT initiates legal proceeding to collect any unpaid amount or other dispute arising out of or relating to this Quote, purchaser shall be liable for all of CXT's costs, expenses and attorneys fees associated with such litigation, including the fees and costs of any appeal.

3. Quotation Term: This offer is subject to acceptance within 60 days from the date of this quotation. After that time, prices are subject to change without notice.

4. Drawings

Prices do not include any documentation other than standard drawings, packing lists, and invoices, unless otherwise stated in quote. Special documentation, reports, or submittals can be supplied at an additional cost. If additional engineering, engineering seals, state approvals, drawings, or insignias are required additional charges may incur.

5. Delivery

Delivery will be scheduled immediately upon receipt of written customer approval of all building submittals, building worksheet(s) and signed contract/purchase order. In the event delivery of the buildings ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment, the terms of which will be as per item 2 in our quotation. Delivery and installation charges will be invoiced at the time of delivery and installation. Should the delivery and installation costs increase due to changes in the delivery period, this increase in cost will be added to the price originally quoted, and will be subject to the contract payment terms. In the event that the delivery is delayed more than 45 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1 1/2% of contract price per month or part of any month will be charged.

6. Fuel Costs

Fuel costs for crane and freight have been quoted at fuel prices furnished at the time of quotation. If at the time of delivery and installation these costs have risen, CXT reserves the right to adjust the freight and crane costs to reflect the fuel costs furnished at the time of delivery.

7. Responsibilities of the Customer

- A. Stake exact location building is to be set, including orientation.
- B. Provide clear and level site, free of overhead and/or underground obstructions.
- C. Provide site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements.
- D. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles from State highway and/or main county road to site. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform delivery and installation.
- E. Customer is responsible for all permits required.
- F. Completing and complying with Pre-Order Information Worksheet that is incorporated herein by this reference.

8. Access to Site

For Installation methods described below in paragraph 9 A & B, delivery will be made in normal highway trucks and trailers. If at the time of delivery conditions of access are hazardous or unsuitable for truck equipment for any reason, CXT shall be entitled to payment for extra costs to ensure a safe and quality installation to the chosen site or will agree to an alternative site with better access.

To safely offload the facility referred to within this quotation, CXT must have clear and unobstructed access next to the gravel pad or hole where the facility will be placed. CXT is not responsible for cracked or damaged roads, driveways, sidewalks or aprons that are in the path of the delivery trucks or cranes at the final offloading site. Should CXT be required to obtain a larger crane than quoted due to site amenities or hardscapes, CXT will charge the customer the difference between the crane originally quoted, and the one that was hired to successfully offload the facility safely and efficiently.

9. Installation

- A. Full Install. If the customer opts to have full installation of their new building, CXT will provide a backhoe trailered into the site, and prepare the customer site at the marked hole/pad area. The crane will arrive and set up next to the hole/pad. Any requirements to lift the building over obstacles or not having the ability of the crane to be right next to the hole could incur additional charges. The size of the crane varies however most cranes require an area of 18'x18' for their outriggers. Truck(s) carrying the vaults and the building systematically pull up right next to the crane and are offloaded onto the site. Any requirements to lift the building over obstacles or not having the ability of the truck to be right next to the crane could incur additional charges. Installation crew then performs all necessary excavation, backfill, compaction, site grading, and connection of utilities (if applicable). Please note: additional time and any special equipment needed by the installation crew for unscheduled site work will be billed to the customer.
- B. Set-Only Install. If the customer opts to prepare the hole, and do earthwork preparation for the site, the customer will move all excess dirt to allow access by the crane and semi-truck. The crane will arrive and set up next to the hole/pad. Any requirements to lift the building over obstacles or not having the ability of the crane to be right next to the hole could incur additional charges. The size of the crane varies however most cranes require an area of 18'x18' for their outriggers. Truck(s) carrying the vaults and the building systematically pull up right next to the crane and are offloaded onto the site. Any requirements to lift the building over obstacles or not having the ability of the truck to be right next to the crane could incur additional charges. Customer performs all necessary excavation, backfill, compaction, site grading, connection of utilities (if applicable). If the pad for a flush building, or a customer prepared excavation/ hole prep is not to CXT specifications, and results in extra costs the customer will be responsible for these extra costs.
- C. Ship-Only. If customer opts to self-install their building CXT can provide a drawing of the recommended lifting/rigging arrangement plus the four special lifting plates for the buildings itself with a refundable deposit of \$1,000.00 payable by credit card only. The customer must return lifting plates and hardware to CXT (at customers cost) within 2 weeks (14) days or a \$1,000.00 fee will be charged to the customer credit card. Please note: It is highly recommended that you use our lifting/rigging arrangements. The CXT arrangements will help prevent damage to the building. CXT will not take responsibility for any damage/accidents to the building or workers during the use or non-use of our recommended lifting/rigging arrangements.
- D. CXT shall be entitled to reimbursement from customer for any expenses that are the result of conditions encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated by the customer or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities at the customer's location.
- E. Should customer request additions or changes to the work, CXT shall be entitled to payment for additional or changed work. Any request for additions or changed work shall be in writing executed by Customer Field Representative by signing the additional work required section of the Building Acceptance Form, incorporated herein by this reference.

10. Transportation

Your building(s) will be transported from our plant to your installation site via semi-truck with trailer. The length and clearance vary with the style of trailer used to accommodate your building model(s) and must be taken into consideration when determining access to site. If you ordered a(n)...

Cascadian/Rocky Mountain - Requires 1 truck: When shipped in 2-pieces (standard) the building with vault is shipped on a flatbed trailer. The length of the

tractor-trailer can be up to 75' long. Must have a 14' height clearance to access site.

Gunnison - Requires 1 truck: Shipped with its vault, this building is typically shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height clearance to access site.

Tioga Special - Requires 2 trucks: 1 to transport the building and 1 to transport vaults. The building is typically shipped on a step-deck trailer and 2 vaults are typically transported on a flatbed trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height and 14' width clearance to access site.

Dbi Cascadian/Dbi Rocky Mountain - Requires 2 trucks: 1 to transport the building and 1 to transport the vaults. The building is typically shipped on a dbi-drop or low boy trailer (approximate ground clearance of 4 to 6") and the 2 vaults are typically transported on a flatbed trailer. The length of the tractor-trailer can range from 75' to 80'. Must have 14' height and 14' width clearance to access site.

Cortez/Ozark/I/Teton/Pioneer - Requires 1 truck: Generally shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have a 14' height and 14' width clearance to access site.

Large Flush, Sectional, or Custom Bldgs -

(Arapahoe/Ozark/II/Cheyenne/Montrose/Taos/Rainier/Pomona/Navajo/Malibu/Kodiak/Fontana/Bl Diablo/Denali)

Requires 2-4 trucks, depending on size of building. Each section will be shipped on an RGN trailer (approximate ground clearance of 4 to 6"). The length of the tractor-trailer can range from 80' to 115'. Must have 14' height and 14' width clearance to access site. The Denali model could ship on either an RGN trailer or a dbi-drop.

Schwelzer/Mendocino - Requires 1-2 trucks, depending on size of building. Generally shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height and 14' width clearance to access site.

11. CXT Warranty

CXT warrants that all structures sold pursuant hereto will, when delivered, conform to specifications of the building listed on the quote. Structures shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within one (1) year of delivery. It is specifically understood that CXT's obligation hereunder is for credit or repair only. CXT will repair structural defects against materials and workmanship for one (1) year from date of delivery provided CXT is first given the opportunity to inspect said structure. CXT warrants all components sold within all structures pursuant here to when delivered within structures. Components deemed accepted and meeting specifications shall be warranted for a period of one (1) year against defects in the materials and/or workmanship from said date of delivery. CXT is not responsible for components that are damaged due to misuse, acts of violence, negligence, acts of God, or accidents. Shipping, handling, installation or other incidental or consequential costs, unless otherwise agreed to in writing by CXT, are not included.

This warranty shall not apply to:

Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely effect the stability or reliability thereof;

To any goods which have been subject to misuse, negligence, acts of God, or accidents;

To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

12. Disclaimer of Other Warranties

THE WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED. CXT MAKES NO OTHER WARRANTY EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

13. Limitation of Remedies

In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

14. Acceptance

The foregoing terms will be deemed accepted in full by signature and return of one copy to CXT, subject to customer credit approval. A copy of any applicable form of payment security device (i.e. payment bonds) available to CXT shall be included with the signed copy of this agreement.

15. Timing of Billing to Buyer

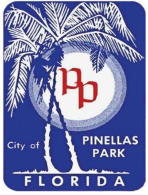
Seller will invoice Buyer upon shipment from its supplier or facility, unless otherwise indicated on the face of this document.

16. Storage of Material For Buyer

If, at Buyer's request, goods covered by this document are held at Seller's facility or service provider for more than 21 days after they are available for shipment, Buyer shall accept Seller's invoice and pay said invoice based on payment terms set forth herein.

17. Material Reservation

Seller will only reserve material for 30 days with receipt of an executed purchase order, quote or order acknowledgement acceptable to Seller. After that time, material availability, price and shipment date may be adjusted, at Seller's option.



City of Pinellas Park

Staff Report

File #: 18-565, **Version:** 1

Agenda Date: 9/6/2018

AUTHORIZATION FOR FINAL PAYMENT ON BID 18/002 - SR 693 Median Improvements (66th Street N to Bryan Dairy Road)

NOTE: This action is recommended so final payment can be processed and the project completed. The total cost of the project is \$174,085.04 and the final payment amount is \$8,704.25 to be charged to account 301481-562538 18481/130-CONSTR. The amount budgeted for this project is \$202,505.00 (page 227 of the FY 17/18 adopted budget).

ACTION: (Approve - Deny) Authorization to make final payment for SR 693 Median Improvements (66th Street N to Bryan Dairy Road) to Green Construction Technologies, Inc. (2130 N.E. 15th Terrace Wilton Manors, FL 33305) to be charged to the appropriate account.

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2 PAGE(S)

TO: City of Pinellas Park

PROJECT:

SR 693 Median Landscape Improvmt

APPLICATION NO: S-final

Distribution to:

FROM CONTRACTOR: Green Construction Technologies Inc.

PERIOD FROM: 13-Jul-2018
PERIOD TO: 13-Jul-2018☒ OWNER/ENGINEER

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

SEE ATTACHED SWORN STATEMENT FROM CONTRACTOR TO OWNER

1. ORIGINAL CONTRACT SUM \$ 174,085.04
2. Net change by Change Orders \$ -
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ \$174,085.04
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 174,085.04
5. RETAINAGE: (Original Contract Only)
 - a. 0 % of Completed Work \$
 - b. 0 % of Stored Material (Column D + E on G703) \$ 0.00
 Total Retainage (Lines 5a + 5b or (Column F on G703) \$
- Total in Column I of G703 \$ 174,085.04
6. TOTAL EARNED LESS RETAINAGE \$ 174,085.04
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 165,380.79
8. CURRENT PAYMENT DUE \$ 8,704.25
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

AIA DOCUMENT G702, APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Green Construction Technologies Inc.

By:

Date:

July 18, 2018

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet then are changed to conform with the amount certified.)

ENGINEER:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

[illegible]

BEFORE ME, the undersigned authority, personally appeared Christina L. Erwin (Contractor) who was sworn and says that he is the Contractor who has contracted with City of Pinellas Park (Owner) to construct improvements on real property in Pinellas County, Florida, described as:

The Contractor has completed construction in accordance with the contract documents. The balance of the contract price of \$ 8,704.25 is now due to the Contractor. The Contractor has not signed, pledged or hypothecated the contract, or any part of it, or any payment due or to become due under it and has not assigned any of the Contractor's lien rights resulting from the contract. The Contractor has executed no security agreement for any part of the material furnished under the contract.

All lienors under the above-described contract have been paid in full, except the undersigned Contractor.

Christina L. Erwin
Contractor Green Construction Technologies Inc. (CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me this July 16, 2018 (date)

by Christina L. Erwin
(Name of person acknowledging and title of position)

who is personally known to me or who has produced _____

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

Katie Mundy
Notary Public

GG 189634
Commission No.

Katie Mundy
(Name of Notary typed, printed or stamped)



Katie Mundy
Commission # GG 189634
Expires: February 25, 2022
Bonded thru Aaron Notary
(NOTARY STAMP)

KNOW ALL MEN BY THESE PRESENTS that Green Construction Technologies Inc.

County of Broward (Contractor) City of Wilton Manors and State of

Florida do hereby acknowledge that Green Construction Technologies Inc. (Contractor) this day has had and received of and from

the City of Pinellas Park (Owner) the sum of One Dollar (\$1.00) and other valuable consideration in full satisfaction and payment of all sums of money owing, payable and belonging to the Contractor by any means whatsoever, for or on account of a certain agreement between the said Owner and Contractor dated 2/8/2018.

NOW THEREFORE, the said Contractor for myself, my heirs, executors and administrators (for itself, its successors and assigns) do by these presents remise, release, quitclaim and forever discharge the said Owner its successors and assigns, of and from all claims and demands arising from or in connection with the said agreement dated 2/8/2018 and of and from all, and all manner of action and actions, cause and causes of action and actions, suits, debts, dues, sums and sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, agreements, promises, variances, damages, judgments, extents, executions, claims and demand, whatsoever in law or equity, or otherwise which against the said Owner its heirs, successors or assigns, the Contractor its heirs, successors and assigns ever had, now have, or which (I, my heirs, executors, or administrators) (it, its successors and assigns) hereafter can, shall or may have, for, upon or by reason of any matter cause or thing whatsoever, from the beginning of the world to the date of these presents.

Christina L. Erwin
Contractor Green Construction Technologies Inc.

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me this July 16, 2018
(date)

by Christina L. Erwin/President
(Name of person acknowledging and title of position)

who is personally known to me or who has produced _____

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

Katie Mundy
Notary Public

GG 189634
Commission No.

Katie Mundy
(Name of Notary typed, printed or stamped)

(NOTARY STAMP)



Katie Mundy
Commission # GG 189634
Expires: February 25, 2022
Bonded thru Aaron Notary

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☒
OTHER ☐

AIA DOCUMENT G707

Bond No. 6021167598

PROJECT: SE 693 Median Landscape Improvements
(name, address)

TO (Owner)

City of Pinellas Park
5141-78th Avenue North
Pinellas Park FL 33781

ARCHITECT'S PROJECT NO: N/A

CONTRACT FOR: SE 693 Median Landscape Improvements

CONTRACT DATE:

CONTRACTOR: Green Construction Technologies, Inc.
2130 N.E. 15th Terrace

Wilton Manors FL 33305

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

United States Fire Insurance Company
305 Madison Avenue

Morristown NJ 07962, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

Green Construction Technologies, Inc.

2130 N.E. 15th Terrace

Wilton Manors FL 33305, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not
relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

City of Pinellas Park

5141-78th Avenue North

Pinellas Park FL 33781, OWNERS,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this

18th

day of

July, 2018

United States Fire Insurance Company
Surety Company

Signature of Authorized Representative

Charles J. Nielson

Attorney-in-Fact

Title

Attest:
(Seal): Olga Iglesias

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND
CLAIMS, Current Edition

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

00927402018

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*Ian A. Nipper, David Russell Hoover, Joseph Penichet Nielson,
Charles David Nielson, Charles Jackson Nielson, Shawn Alan Burton*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2019.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of March, 2016.



UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz

Anthony R. Slimowicz, Senior Vice President

State of New Jersey }
County of Morris }

On this 10th day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2019

Sonia Scala

Sonia Scala

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 18 day of July 2018
UNITED STATES FIRE INSURANCE COMPANY

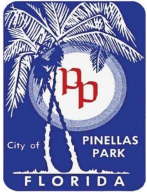


Al Wright

Al Wright, Senior Vice President

C13

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City of Pinellas Park

Staff Report

File #: 18-567, **Version:** 1

Agenda Date: 9/6/2018

AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO ACCEPT A PERPETUAL UTILITY EASEMENT FROM BAYFRONT HMA MEDICAL CENTER, LLC - 3070 Grand Avenue

NOTE: The City of Pinellas Park has requested a utility easement from Bayfront HMA Medical Center, LLC to accommodate new utility equipment, and for the future maintenance and operation of said equipment at 3070 Grand Avenue.

ACTION: (Approve - Deny) Authorization for the Mayor to accept a utility easement from Bayfront HMA Medical Center, LLC at 3070 Grand Avenue.

UTILITY EASEMENT

THIS INDENTURE, Made this _____ day of _____ A.D., 2018 between **Bayfront H M A Medical Center LLC**, located at 4000 Meridian Boulevard, Franklin Tennessee, 37067-6325, ("**Grantor**"), and the **City of Pinellas Park**, located at 5141 78th Avenue 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 herby acknowledged, hereby grants and releases unto the **Grantee** a **Utility Easement** over, across and through that portion of Parcel ID# 26/30/16/30367/001/0010, property address 3070 Grand Avenue, Pinellas Park, Florida, 33781. "Further described in the legal description attached hereto as Exhibit "A" and "B" made a part hereof."

See Attached Legal Description and Sketch, Exhibit "A" and "B":

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 **Utility Easement**
Number of Pages ___ Date of Document _____
Signers Other than Named Above NONE

Exhibit "A"

LEGAL DESCRIPTION

A portion of Lot 1, Block 1, GATEWAY CENTRE BUSINESS PARK PARCELS 5 AND 6 PARTIAL REPLAT, as recorded in Plat Book 142, Pages 31 through 33, Public Records of Pinellas County, Florida, more particularly described as follows:

From the most Southerly corner of said Lot 1 as a Point of Reference, run thence N.45°08'12"E. along the Southeasterly line of said Lot 1, 63.75 feet to the POINT OF BEGINNING; thence continue N.45°08'12"E. along said Southeasterly line of Lot 1, 30.00 feet; thence departing said Southeasterly line of Lot 1, N.44°51'48"W., 35.00 feet; thence S.45°08'12"W., 30.00 feet; thence S.44°51'48"E., 35.00 feet to the POINT OF BEGINNING.

Containing 1,050 square feet, or 0.024 acres, more or less.


Pinellas Park, Florida

NOTES

1. Basis of Bearings: N.45°08'12"E. along the Southeasterly line of Lot 1, Block 1, GATEWAY CENTRE BUSINESS PARK PARCELS 5 AND 6 PARTIAL REPLAT.
2. NOT A BOUNDARY SURVEY.
3. This sketch is a graphic illustration for informational purposes only and is not intended to represent a field survey.
4. This sketch is made without the benefit of a title report or commitment for title insurance.
5. Additions or deletions to survey maps and reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
6. Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

LEGEND

LB	Licensed Business	PG.	Page
LS	Land Surveyor	PSM	Professional Surveyor and Mapper
P.B.	Plat Book	R/W	Right-of-way

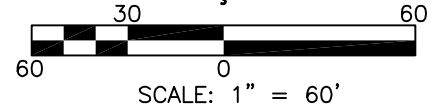
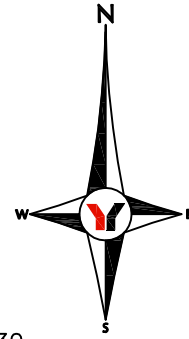
PREPARED FOR: Community Health Systems Professional Services Corporation		LEGAL DESCRIPTION		REVISIONS	BY	DATE	DESCRIPTION
		SECTION 26 TOWNSHIP 30 S. RANGE 16 E.					
CREW CHIEF	INITIALS	DATE	 George F. Young, Inc. 299 DR. MARTIN LUTHER KING JR. STREET N. ST. PETERSBURG, FLORIDA 33701-3126 PHONE (727) 822-4317 FAX (727) 822-2919 LICENSED BUSINESS 1921 CIVIL & TRANSPORTATION ENGINEERING • ECOLOGY • GIS • LANDSCAPE ARCHITECTURE PLANNING • SURVEYING • SUBSURFACE UTILITY ENGINEERING GAINESVILLE • LAKEWOOD RANCH • ORLANDO • ST. PETERSBURG • TAMPA	JOB NO. 16027303SS			
DRAWN	WDK	02/19/18		SHEET NO. 1 OF 2			
CHECKED	CAB	02/19/18					
FIELD BOOK							
SCALE	1" = 60'		DATE February 21, 2018				

C14

FILE: I:\PROJECT\SUR\16027303SS\DWG\16027303SS00SK1.DWG LOGIN: WMK PLOTTED: 02/23/18 13:50:32

Exhibit "B"

28TH STREET NORTH
(NORTH GANDY BOULEVARD)
100' RIGHT-OF-WAY (PLAT)



GATEWAY CENTRE BUSINESS PARK PARCELS 5 AND 6 PARTIAL REPLAT P.B. 142, PAGES 31-33

B L O C K 1
LOT 1 LOT 2

LINE	LENGTH	BEARING
L1	63.75'	N45°08'12"E
L2	30.00'	N45°08'12"E
L3	35.00'	N44°51'48"W
L4	30.00'	S45°08'12"W
L5	35.00'	S44°51'48"E

130' RIGHT-OF-WAY PER O.R. 17363, PAGE 405
GRAND AVENUE

POINT OF BEGINNING

POINT OF REFERENCE
MOST SOUTHERLY CORNER OF LOT 1

LOT 2

LEGAL DESCRIPTION

PREPARED FOR:
Community Health Systems
Professional Services Corporation

SECTION 26 TOWNSHIP 30 S. RANGE 16 E.

REVISED	BY	DATE	DESCRIPTION

	INITIALS	DATE
CREW CHIEF		
DRAWN	WDK	02/19/18
CHECKED	CAB	02/19/18
FIELD BOOK		
SCALE	1" = 60'	

SEE SHEET ONE OF
TWO FOR SIGNATURE,
SEAL, DESCRIPTION,
LEGEND AND NOTES



George F. Young, Inc.

299 DR. MARTIN LUTHER KING JR. STREET N. ST. PETERSBURG, FLORIDA 33701-3126
PHONE (727) 822-4317 FAX (727) 822-2919
LICENSED BUSINESS 1921
CIVIL & TRANSPORTATION ENGINEERING • ECOLOGY • GIS • LANDSCAPE ARCHITECTURE
PLANNING • SURVEYING • SUBSURFACE UTILITY ENGINEERING
GAINESVILLE • LAKEWOOD RANCH • ORLANDO • ST. PETERSBURG • TAMPA

JOB NO.
16027303SS

SHEET NO.
2 OF 2

C14

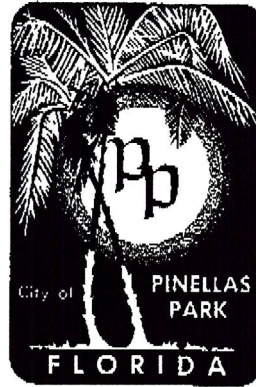
City of

PINELLAS PARK

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

Please Respond To:

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

**FLORIDA**

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

August 16, 2018

Mr. Aaron Petersen
Public Works Department
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100



RE: City Document #18-221
Utility Easement at 3070 Grand Avenue

Dear Mr. Petersen:

I have received and reviewed the above-mentioned Utility Easement. After speaking with you, I understand that the Utility Easement is for a meter that is being placed on private property. You have informed me that a separate Ingress and Egress Easement will be submitted for my review. I would approve of the Utility Easement as to form and correctness.

Very truly yours,

Lauren Christ Rubenstein
Assistant City Attorney

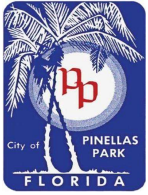
cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Deputy City Manager
Bart Diebold, Public Works Administrator

LCR/law
18-221.08162018.LAP.UtiEas.wpd



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City of Pinellas Park

Staff Report

File #: 18-568, **Version:** 1

Agenda Date: 9/6/2018

AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO ACCEPT A PERPETUAL UTILITY EASEMENT FROM JVA IL LLC - 8400 44th Street

NOTE: The City of Pinellas Park has requested a utility easement from JVA IL LLC to accommodate existing utility equipment, and for the future maintenance and operation of said equipment at 8400 44th Street.

ACTION: (Approve - Deny) Authorization for the Mayor to accept a utility easement from JVA IL LLC at 8400 44th Street.

UTILITY EASEMENT

THIS INDENTURE, Made this _____ day of _____ A.D., 2018 between **JVA IL LLC**, located at 111 South Wacker Drive Suite 4730, Chicago Illinois, 60606, ("**Grantor**"), and the **City of Pinellas Park**, located at 5141 78th Avenue 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 **Utility Easement** over, across and through that portion of Parcel ID# 27/30/16/84636/000/0011, property address 8400 44th Street North, Pinellas Park, Florida, 33781. "Further described in the legal description attached hereto, also see sketch attached hereto as Exhibit "A" and made a part hereof."

See Attached Legal Description below, and see attached sketch as Exhibit "A"

THE WEST 10.00' OF THE EAST 101.95' OF THE SOUTH 65.00' OF TRACT "A", SPARKLE LAKE SUB BLOCK 3 REPLAT, AS RECORDED IN PLAT BOOK 56, PAGE 45, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

A PARCEL CONTAINING 0.01 ACRES M.O.L.

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 _____

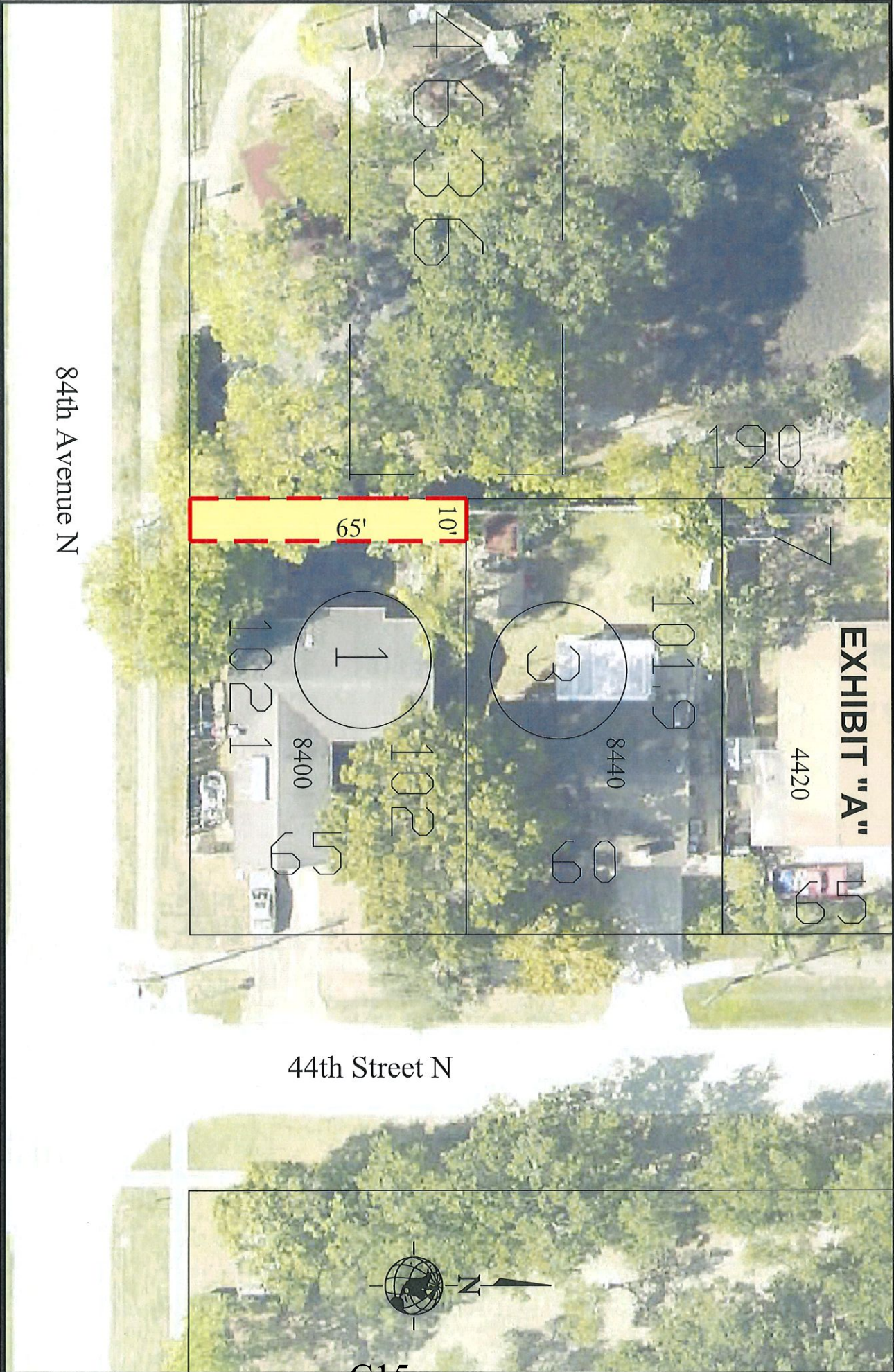
ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

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

Title or Type of Document	Utility Easement
Number of Pages	__
Date of Document	_____
Signers Other than Named Above	<u>NONE</u>



Utility Easement 10' x 65'
8400 44th Street North
Pinellas Park, FL 33781



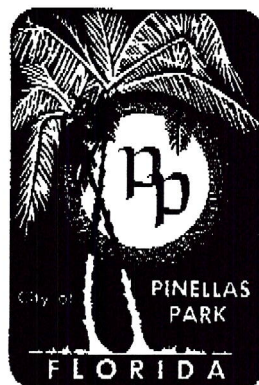
City of

PINELLAS PARK

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

Please Respond To:

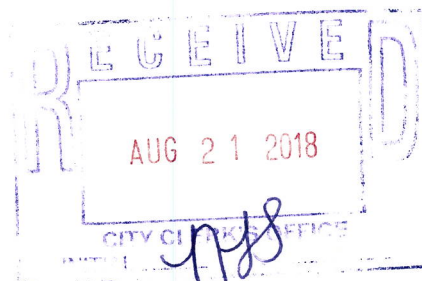
James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

**FLORIDA**

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

August 20, 2018

Mr. Aaron Petersen
Public Works Department
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100



RE: City Document #18-231
Utility Easement and Exhibit A Map for 8400 44th Street

Dear Mr. Petersen:

I have received and reviewed the above-mentioned Utility Easement. I note that the Grantor is JVA IL LLC. When the Utility Easement is executed by the owner, I would recommend that the City obtain documentation from the owner that whomever is signing on behalf of JVA IL LLC is authorized to sign a document giving away an interest in land. I would otherwise approve of the Utility Easement as to form and correctness.

Very truly yours,

James W. Denhardt
City Attorney

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

JWD/dh

18-231.08202018.LAP.Utility Easement for 8400 44th St.wpd



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C15



City of Pinellas Park

Staff Report

File #: 18-569, **Version:** 1

Agenda Date: 9/6/2018

AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO ACCEPT A PERPETUAL UTILITY EASEMENT FROM LUIS E. ARIAS CASTILLO - 8440 44th Street

NOTE: The City of Pinellas Park has requested a utility easement from Luis E. Arias Castillo to accommodate existing utility equipment, and for the future maintenance and operation of said equipment at 8440 44th Street.

ACTION: (Approve - Deny) Authorization for the Mayor to accept a utility easement from Luis E. Arias Castillo at 8440 44th Street.

UTILITY EASEMENT

THIS INDENTURE, Made this _____ day of _____ A.D., 2018 between **Luis E. Arias Castillo**, located at 8440 44th Street North, Pinellas Park, Florida, 33781, ("**Grantor**"), and the **City of Pinellas Park**, located at 5141 78th Avenue 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 **Utility Easement** over, across and through that portion of Parcel ID# 27/30/16/84636/000/0013, property address 8440 44th Street North, Pinellas Park, Florida, 33781. "Further described in the legal description attached hereto, also see sketch attached hereto as Exhibit "A" and made a part hereof."

See Attached Legal Description below, and see attached sketch as Exhibit "A"

THE WEST 10.00' OF THE EAST 101.95' OF THE NORTH 60.00' OF THE SOUTH 125.00' OF TRACT "A", SPARKLE LAKE SUB BLOCK 3 REPLAT, AS RECORDED IN PLAT BOOK 56, PAGE 45, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

A PARCEL CONTAINING 0.01 ACRES M.O.L

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:

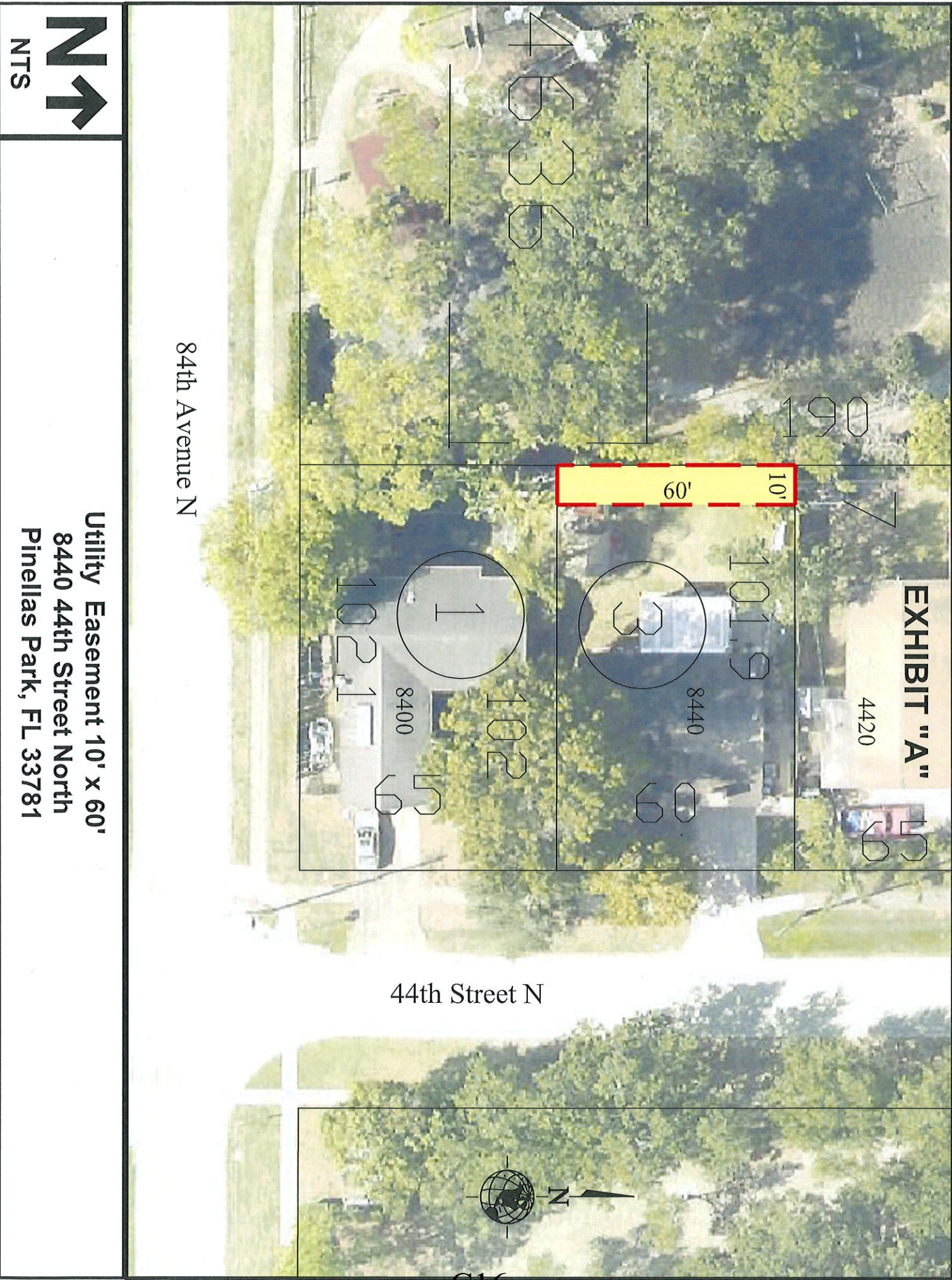
Title or Type of Document

Utility Easement

Number of Pages ____

Date of Document _____

Signers Other than Named Above NONE



N
NTS

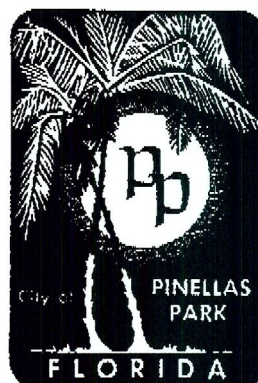
Utility Easement 10' x 60'
8440 44th Street North
Pinellas Park, FL 33781

City of
PINELLAS PARK

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

Please Respond To:

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August 20, 2018

Mr. Aaron Petersen
Public Works Department
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100



RE: City Document #18-232
Utility Easement and Exhibit A Map for 8440 44th Street

Dear Mr. Petersen:

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

Very truly yours,

James W. Denhardt
City Attorney

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

JWD/dh

18-232.08202018.LAP.Utility Easement for 8440 44th St.wpd



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