



City of Pinellas Park

City Council

Agenda

Thursday, November 8, 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 October 25, 2018, as on file in the City Clerk's office.

III. PUBLIC HEARINGS

NONE

IV. CONSENT AGENDA

C1 AUTHORIZATION FOR THE MAYOR TO SIGN A CONTRACT FOR THE PURCHASE OF REAL PROPERTY FROM KEVIN & VALERIE NOWAKOWSKI - 6001 105th Avenue North

NOTE: This real estate contract is for the proposed purchase of seven (7) feet of a portion of the real property located at 6001 105th Avenue North. The City has a road widening improvement project planned for 60th Street North, a currently undersized collector road that changes size throughout. At the request of the City's Public Works Department, City staff has negotiated a purchase price of Three Thousand Four Hundred Seventy Two Dollars (\$3,472.00). The purchase would be charged to account #18382/700-PROPAQ (301382-562504).

ACTION: (Approve - Deny) Authorization for the Mayor to sign a Contract for Purchase of Real Property located at 6001 105th Avenue North from Kevin & Valerie Nowakowski, in the amount of Three Thousand Four Hundred Seventy Two Dollars (\$3,472.00) plus closing costs, to be charged to the appropriate account, subject to the closing documents being acceptable to the City Attorney.

Department: Community Development

Reference Material: [Nowakowski Contract to Purchase, Map and Attorney letter.pdf](#)

- C2 **AUTHORIZATION FOR THE MAYOR TO SIGN AN AGREEMENT BETWEEN U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT, AND THE CITY OF PINELLAS PARK IN THE AMOUNT OF \$320,208.00 TO SUPPORT THE CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND TO EXECUTE A GRANT AGREEMENT ALONG WITH ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION - (HUD Project/Grant NO. 1 B-18-MC-12-0066)**

NOTE: The Fiscal Year 2018 Action Plan submitted by the City of Pinellas Park has been reviewed by HUD and is approved. In its first year as a Community Development Block Grant (CDBG) formula entitlement city, Pinellas Park will focus on improving the Fairlawn Park neighborhood by implementing a Safety and Mobility Community Project that includes installing new sidewalks and ADA (Americans with Disabilities Act) approved ramps.

CDBG programs improve neighborhoods, provide decent housing, and create new economic opportunities, with special focus on serving low-and moderate-income persons. Since its inception in 1974, the program's success is the result of strong partnerships among elected officials, neighborhood based nonprofit organizations, the private sector, citizens and HUD.

This is a reimbursable federal agreement and revenues will be received from HUD.

ACTION: (Approve - Deny) Authorization for the Mayor to sign an agreement between U.S. Department of Housing and Urban Development in the amount of \$320,208.00.

Department: Community Development

Reference Material: [18-642 Backup HUD Agreement](#)

- C3 **APPROVAL OF VOLUNTARY ANNEXATION OF PROPERTY OWNED BY JGN PROPERTIES, LLC (AX18-39) - Located at 11510 66th Street (rear parcel)**

FIRST AND FINAL READING

NOTE: This is a voluntary annexation of 0.95 acres MOL of contiguous residential property located at 11510 66th Street. The City agrees that for a period of two (2) years from the date of execution of this Agreement, the City shall waive City land development fees applicable for future redevelopment of the Property, in an amount up to, and not to exceed, Ten Thousand Dollars (\$10,000.00) and the City shall waive any required zoning related application fee(s) (i.e. Zoning change, Land Use Plan Amendment, waiver(s), variance(s)) that may be needed to redevelop the property in the future. The City shall also agree that for a period of two (2) years from the date of execution of this Agreement, the

City shall waive the City's Business Tax Receipt fees for all businesses occupying space on the property. The City's annual projected revenue after redevelopment is Sixteen Thousand Nine Hundred Eighty-five Dollars (\$16,985.00) and no City funds were expended.

ACTION: (Approve - Deny) The voluntary annexation of 0.95 acres MOL of residential property owned by JGN Properties, LLC.

Department: Community Development

Reference Material: [Ax18-39 JGN Properties Agreement, Petition, Data Sheet, Comment Sheet, Revenue Analysis, Map and Attorney Letter.pdf](#)

C4 ORDINANCE NO. 4073. ANNEXING INTO THE CITY OF PINELLAS PARK A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 11510 66TH STREET (JGN PROPERTIES, LLC AX18-39)

FIRST READING PRIOR TO PUBLIC HEARING

NOTE: This is a voluntary annexation of 0.95 acres MOL of contiguous residential property located at 11510 66th Street.

ACTION: (Pass - Deny) Ordinance No. 4073.

Department: Community Development

Reference Material: [AX18-39 JGN Properties LLC Ordinance, Petition, Map and Attorney Letter.pdf](#)

C5 APPROVAL OF VOLUNTARY ANNEXATION OF PROPERTY OWNED BY KRIKOR & JANICE MOURADIAN (AX18-40) - Located at 11109 66th Street

FIRST AND FINAL READING

NOTE: This is a voluntary annexation of 2.26 acres MOL of contiguous commercial property located at 11109 66th Street. The City agrees that for a period of two (2) years from the date of execution of this Agreement, the City shall waive City land development fees applicable for future redevelopment of the property, in an amount up to, and not to exceed, Five Thousand Dollars (\$5,000.00). The City shall also agree that for a period of two (2) years from the date of execution of this Agreement, the City shall waive the City's Business Tax Receipt fees for all businesses occupying space on the property. The City's annual projected revenue after redevelopment is Four Thousand Eighty-Nine Dollars (\$4,089) and no City funds were expended.

ACTION: (Approve - Deny) The voluntary annexation of 2.26 acres MOL of commercial property owned by Krikor & Janice Mouradian.

Department: Community Development

Reference Material: [AX18-40 Mouradian Agreement, Petition, Data Sheet, Comment Sheet, Revenue Analysis, Map and Attorney Letter.pdf](#)

- C6 **ORDINANCE NO. 4074.** ANNEXING INTO THE CITY OF PINELLAS PARK A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 11109 66TH STREET (KRIKOR & JANICE MOURADIAN AX18-40)

FIRST READING PRIOR TO PUBLIC HEARING

NOTE: This is a voluntary annexation of 2.26 acres MOL of contiguous commercial property located at 11109 66th Street.

ACTION: (Pass - Deny) Ordinance No. 4074.

Department: Community Development

Reference Material: [AX18-40 Mouradian Ordinance, Petition, Map and Attorney Letter.pdf](#)

- C7 **ORDINANCE NO. 4075.** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, FLORIDA, ADOPTING AN AMENDED MASTER PLAN CONTROLLING DEVELOPMENT OF A RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD) WITH UNDERLYING R-6 (MULTI-FAMILY RESIDENTIAL/COMMERCIAL) ZONING ON A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 4190 78TH AVENUE AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" WHICH IS ATTACHED HERETO AND MADE A PART THEREOF; ADOPTING A REVISED MASTER PLAN AND SUPPORTING DOCUMENTATION FOR THE DEVELOPMENT OF A 21 LOT SINGLE FAMILY ATTACHED SUBDIVISION; IMPOSING CONDITIONS OF DEVELOPMENT; CERTIFYING CONSISTENCY WITH THE CITY'S ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR AN EFFECTIVE DATE - (PUD 2018-2R, Nineteen60 Captial Fund, LLC)

FIRST READING PRIOR TO PUBLIC HEARING (QUASI-JUDICIAL)

NOTE: In April 2018, City Council approved the adoption of a Master Plan for a Residential Planned Unit Development (RPUD) for the development of 21 single family attached townhomes. The applicant is requesting a minor amendment to the Master Site Plan with a variance to reduce the rear (east) setback from 15 feet to 12.5 feet to allow for perpendicular 2 foot wall extensions. The 2 foot wall extensions are necessary to meet fire code to allow for the installation of sliding glass patio doors

on the rear walls of the units.

ACTION: (Pass - Deny) Ordinance No. 4075.

Department: Community Development

Reference Material: [Staff Report, Ordinance, Atty Ltr, Zoning Map, Backup, Application- PUD 2018-2R](#)

- C8 RESOLUTION NO. 18-30. A RESOLUTION OF THE CITY OF PINELLAS PARK, FLORIDA, PROVIDING FOR A PARTIAL REDUCTION IN LAND DEVELOPMENT FEES AS OUTLINED IN EXHIBIT “A”, ATTACHED HERETO AND MADE A PART HEREOF, FOR ECONOMIC DEVELOPMENT ACTIVITIES ASSOCIATED WITH THE EXPANSION OF MATTER BROTHERS REAL ESTATE, AND THE REDEVELOPMENT OF THE PROPERTY LOCATED AT 7801 US HIGHWAY 19 NORTH; PROVIDING FOR AN EFFECTIVE DATE**

FIRST AND FINAL READING

NOTE: Matter Brothers Real Estate (Matter Brothers Furniture), with a store and design center currently located in Pinellas Park, is interested in expanding their business, and adding a showroom to their current location at 7801 US Highway 19 North. The total estimated economic impact of this business expansion is a positive Seven Million One Hundred Eighty-Six Thousand Seven Hundred Fifteen Dollars (\$7,186,715) on the local economy. This is achieved through expenditures related to the design and construction of the proposed showroom. The project will not only add to Pinellas Park’s economic vitality, but will provide value-added employment to the citizens of Pinellas Park. To ease the financial burden of their expansion, Matter Brothers Real Estate, has submitted an Economic Development Incentive Application requesting a partial waiver of the estimated Fifty-Seven Thousand Dollars (\$57,000) in City Land Development Fees. If approved, the accompanying Resolution waives up to, and not to exceed, the amount of Twenty Thousand Dollars (\$20,000) of the City’s Land Development fees for up to one (1) year. Matter Brothers Real Estate qualifies for consideration of receipt of the incentive, and has met all of the criteria for eligibility established in Ordinance No. 4023, approved by City Council August 10, 2017.

ACTION: (Adopt - Deny) Resolution No. 18-30.

Department: Community Development

Reference Material: [Matter Resolution & Attorney letter.pdf](#)

C9 AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO ACCEPT A PERPETUAL UTILITY EASEMENT FROM TSE INDUSTRIES, INC. - 5260 113th Avenue North

NOTE: The City of Pinellas Park has requested a utility easement from TSE Industries, Inc. to accommodate existing utility equipment, and for the future maintenance and operation of said equipment at 5260 113th Avenue North. This easement will be replacing an insufficient easement that is scheduled to be vacated.

ACTION: (Approve - Deny) Authorization for the Mayor to accept a utility easement from TSE Industries, Inc. at 5260 113th Avenue North.

Department: Public Works

Reference Material: [5260 113ave Utility Easement backup](#)

C10 AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO ACCEPT A RIGHT-OF-WAY EASEMENT FROM TU LUONG AND VINH BAO LUONG - 4290 70TH AVENUE N.

NOTE: The City of Pinellas Park has requested a right-of-way easement from Tu Luong and Vinh Bao Luong to increase the right-of-way width to the required width and for the installation of a potable water main, and for the future maintenance and operation of said equipment at 4290 70th Avenue N.

ACTION: (Approve - Deny) Authorization for the Mayor to accept a right-of-way easement from Tu Luong and Vinh Bao Luong at 4290 70th Avenue N.

Department: Public Works

Reference Material: [4290 70th Ave Right of Way Easement backup](#)

C11 AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO ACCEPT A PERPETUAL DRAINAGE EASEMENT FROM TSE INDUSTRIES, INC. - 5260 113th Avenue North

NOTE: The City of Pinellas Park has requested a drainage easement from TSE Industries, Inc. to accommodate existing utility equipment, and for the future maintenance and operation of said equipment at 5260 113th Avenue North. This easement will be replacing an insufficient easement that is scheduled to be vacated.

ACTION: (Approve - Deny) Authorization for the Mayor to accept a drainage easement from TSE Industries, Inc. at 5260 113th Avenue North.

Department: Public Works

Reference Material: [5260 113 Ave Drainage Easement backup](#)

C12 AUTHORIZATION FOR PURCHASE UNDER THE HILLSBOROUGH COUNTY CONTRACT BID #16426 - Construction Services - Bandes Construction Company, Inc.

NOTE: This item is for the purchase of construction services for the renovation of Skyview Pool. The materials, delivery and installation will be provided by Bandes Construction Company, Inc. (1368 Spalding Road, Suite C, Dunedin, FL 34698) who is currently under contract with Hillsborough County. The total cost for this project is \$446,889.00 and will be charged to account 301781-573964.

ACTION: (Approve - Deny) Authorization to purchase under Hillsborough County contract bid #16426, construction services provided by Bandes Construction Company, Inc., in the amount of \$446,889.00 to be charged to the appropriate account.

Department: Public Works

Reference Material: [quote, atty letter](#)

C13 AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO ACCEPT A PERPETUAL UTILITY AND INGRESS-EGRESS EASEMENT FROM TAMPA BAY LUXURY IMPORTS LLC - 3033 Gandy Blvd.

NOTE: The City of Pinellas Park has requested a utility and ingress-egress easement from Tampa Bay Luxury Imports LLC to accommodate new utility equipment, and for the future maintenance and operation of said equipment at 3033 Gandy Blvd.

ACTION: (Approve - Deny) Authorization for the Mayor to accept a utility and ingress-egress easement from Tampa Bay Luxury Imports LLC at 3033 Gandy Blvd.

Department: Public Works

Reference Material: [3033 Gandy Blvd Utility & Ingress Egress Easement backup](#)

C14 AUTHORIZATION TO PURCHASE UNDER NATIONAL JOINT POWERS ALLIANCE BID #2018-120716-NAF - Two (2) Chevrolet Tahoe Utility Vehicles (CC15706) - For the Police Department

NOTE: The two (2) 2018 Chevrolet Tahoe Utility Vehicles for the Police Department are replacements for assets 15826 and 14967. These two (2) new vehicles will be used daily by the Police Department in performing routine duties throughout the City. The amount budgeted in account 501212-566109 for the expenditure is \$96,000.00 and can be found on page 243 of the 18/19 budget book.

ACTION: (Approve - Deny) Authorization to purchase under National Joint Powers Alliance Bid #2018-120716-NAF - Two (2) 2018 Chevrolet Tahoe Utility Vehicles for the Police Department from Alan Jay Chevrolet, Sebring, Florida, at a total cost of \$92,594.00 to be charged to the appropriate account.

Department: Public Works

Reference Material: [quote](#)

C15 AUTHORIZATION TO PURCHASE UNDER NORTH CAROLINA SHERIFF'S ASSOCIATION BID 19-03-0504 - One MowerMax Boom Mower - For Transportation Department

NOTE: The MowerMax Boom Mower is a replacement for asset 12468. The amount budgeted for this equipment is \$175,000.00 and can be found on page 244 of the 18/19 budget book. The account to be charged is 501412-566109.

ACTION: (Approve - Deny) Authorization to purchase from ATMAX Equipment Co., 6902 E. 7th Ave., Tampa, FL 33619, one MowerMax Boom Mower under North Carolina Sheriff's Bid 19-03-0504 at a cost of \$165,321.00 to be charged to the appropriate account.

Department: Public Works

Reference Material: [quote](#)

C16 AUTHORIZATION TO PURCHASE UNDER FLORIDA SHERIFF'S ASSOCIATION CONTRACT #18-VEH16.0 - One Tradewinds Generator Set - For the Technical Services Building

NOTE: This Tradewinds Generator Set is a replacement for asset 10653. The amount budgeted for this equipment is \$200,000.00 and can be found on page 242 of the 18/19 budget book and charged to account 501821-562018.

ACTION: (Approve - Deny) Authorization to purchase under Florida Sheriff's Association Contract #18-VEH16.0 from Tradewinds Power Corp, Miami, Florida - One Tradewinds Generator Set for the Technical Services Building at a cost of \$175,250.00 to be charged to the appropriate account.

Department: Public Works

Reference Material: [quote](#)

C17 CHANGE ORDER NO. 1 ON RENEWAL NO. 2 FOR ANNUAL PIPE REHABILITATION AND INSPECTION, PIGGYBACK OF MANATEE COUNTY CONTRACT #15-1599BLS - Vacvision Enviromental

NOTE: Change Order No. 1 on Renewal No. 2 is recommended for approval. The change order represents an increase in Capital Improvement Funding for Fiscal Year 2018-2019, and increased scope of work. The new project amount is \$89,959.00; which represents a \$39,959.00 increase over the original contract amount or 80% from the original contract. The increase in funding is to be charged to Stormwater Rehabilitation Program (301382-562538, 19382/744-PROGRAM-CONSTRUT) in the amount of \$75,000.00 and Stormwater Replacement Program (301382-562538, 19382/742-PROGRAM-CONSTRUT) in the amount of \$14,959.00.

ACTION: (Approve - Deny) Authorization for approval and acceptance of Change Order No. 1 for Annual Pipe Rehabilitations, an increase in the contract amount of \$39,959.00 for a total adjusted contract amount of \$89,959.00 to be charged to the appropriate accounts.

Department: Public Works

Reference Material: [City of Pinellas Park Change Order Culvert Rehab \(1\)](#)

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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NOVEMBER

SUNDAY								MONDAY								TUESDAY				WEDNESDAY				THURSDAY				FRIDAY				SATURDAY			
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DECEMBER

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Orchestra Concert Performing Arts Center 1st Sunday in Advent																												Forbes Rec. Holiday Hayride							Attack on Pearl Harbor December 7, 1941							United States entered WWII December 8, 1941 Breakfast with Santa Senior Center Pinellas Park Holiday Parade													
9							10							11							12							13							14							15													
							North Pole Calling							5:30 PM Council Workshop CRA Immediately following							Pancake Breakfast Senior Center							Chanukah Begins 5:30 PM Agenda Session 6:00 PM Council Meeting																											
16							17							18							19							20							21							22													
														Organ Concert City Auditorium														Chanukah Ends							Winter Begins							Holiday Art Walk													
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							Christmas Eve City Offices & Library Closed							Brush Site Closed No Trash Pick-Up Christmas Day City Offices & Library Closed							Kwanzaa Begins																																		
30							31																																																
							New Year's Eve Library Closes @ 5:00 PM																																																



City of Pinellas Park

Staff Report

File #: 18-637, **Version:** 1

Agenda Date: 11/8/2018

AUTHORIZATION FOR THE MAYOR TO SIGN A CONTRACT FOR THE PURCHASE OF REAL PROPERTY FROM KEVIN & VALERIE NOWAKOWSKI - 6001 105th Avenue North

NOTE: This real estate contract is for the proposed purchase of seven (7) feet of a portion of the real property located at 6001 105th Avenue North. The City has a road widening improvement project planned for 60th Street North, a currently undersized collector road that changes size throughout. At the request of the City's Public Works Department, City staff has negotiated a purchase price of Three Thousand Four Hundred Seventy Two Dollars (\$3,472.00). The purchase would be charged to account #18382/700-PROPAQ (301382-562504).

ACTION: (Approve - Deny) Authorization for the Mayor to sign a Contract for Purchase of Real Property located at 6001 105th Avenue North from Kevin & Valerie Nowakowski, in the amount of Three Thousand Four Hundred Seventy Two Dollars (\$3,472.00) plus closing costs, to be charged to the appropriate account, subject to the closing documents being acceptable to the City Attorney.

**CONTRACT FOR PURCHASE OF REAL PROPERTY
BY
THE CITY OF PINELLAS PARK, FLORIDA**

PARTIES: KEVIN & VALERIE NOWAKOWSKI, (herein "Seller"), of 6001 105th Avenue North, Pinellas Park, FL 33782-2525, and the **CITY OF PINELLAS PARK, FLORIDA**, a **Municipal Corporation of the State of Florida** (herein "Buyer" or "City"), of 5141 78th Avenue North, Pinellas Park, Florida 33781, Attention: **Douglas A. Lewis, City Manager**, Phone: (727) 369-0704 (collectively "Parties") hereby agree that the Seller shall sell and the Buyer shall buy the following real property ("Real Property") and personal property ("Personalty") (collectively "Property") upon the following terms and conditions.

THE SUM AND CONDITIONS SPECIFIED HEREIN ARE SUBJECT TO THE APPROVAL OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, FLORIDA. THE "EFFECTIVE DATE" OF THIS CONTRACT IS THE DATE OF EXECUTION BY DULY AUTHORIZED CITY OFFICIALS. TIME IS OF THE ESSENCE IN THIS CONTRACT. Time periods of five days or less shall be computed without including Saturday, Sunday, or national legal holidays; and any time period ending on a Saturday, Sunday, or national legal holiday shall be extended until 5:00 P.M. on the next business day.

1. PROPERTY DESCRIPTION:

A PORTION OF PARCEL: LEGAL DESCRIPTION: STREET ADDRESS: City / Zip /State: PERSONALTY:	<u>Tax Parcel No.17-30-16-60786-000-0200</u> <u>THE PROPERTY TO BE DEEDED TO THE CITY OF PINELLAS PARK FOR RIGHT OF WAY IS LOCATED IN THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 30 SOUTH, RANGE 16 EAST, AND IS THAT PORTION OF LOT 20, NORTHFIELD MANOR SECTION "A", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 56, PAGE 4, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:</u> <u>THE EAST 7.00' OF LOT 20, NORTHFIELD MANOR SECTION "A", FURTHER DESCRIBED ABOVE.</u> <u>A PARCEL CONTAINING 0.02 ACRES M.O.L.</u> <u>6001 105th Avenue North</u> <u>Pinellas Park, Florida 33782-2525</u> <u>None</u>
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2. FULL PURCHASE PRICE:**\$3,472.00**

3. MANNER OF PAYMENT:

- a) Within ten (10) days of the Effective Date, check to be delivered to Pinellas Park Title, to be held in escrow, _____ in _____ the _____ amount of.....**\$0.00**
- b). City of Pinellas Park check in U.S. funds at time of closing.....**\$3,472.00**

4. DETERMINATION OF PURCHASE PRICE: The Full Purchase Price as shown herein has been reached through negotiations with the Seller's Agent by City staff. The Price is based on:

- a. ☐ Appraisal of the real property performed for the ☐ Buyer or for ☐ Seller by a Florida certified real estate appraiser.
- b. ☐ Additional appraisals performed for the ☐ Buyer or for ☐ Seller: NA
- c. ☒ Market value estimate prepared by City staff based on analysis of recent comparable real estate transactions.

5. TIME FOR ACCEPTANCE; APPROVALS: Following execution of this contract by Seller, the price, terms and conditions as contained herein shall remain unchanged and shall be held unconditionally open

for a period of thirty (30) days following delivery of five (5) originals to **Shannon Coughlin, Economic Development Manager**, for the City of Pinellas Park for acceptance and approval, counteroffer, or rejection in accordance with action by the Pinellas Park City Council ("Council"). If this agreement is accepted and approved by Council, it will be executed by duly authorized City officials and delivered to Buyer within 10 days thereafter. If a counteroffer is approved by Council, it shall be delivered to Seller in writing within 10 days of such action by Council, and Seller shall have 10 days thereafter to deliver to Buyer written notice of acceptance or rejection of such counteroffer. If written notice of acceptance is not timely delivered, or if the counteroffer is rejected by Seller, this contract shall thereafter be null and void in all respects. If this contract is rejected by Council upon initial presentation to the Council, this contract shall be null and void in all respects.

6. TITLE: Seller warrants legal capacity to convey and shall convey marketable title to the Property by Special Warranty Deed, as appropriate to the status of Seller, subject only to matters contained in Paragraph 7, acceptable to Buyer. Otherwise, title shall be free of liens, easements and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; and (other matters which title will be subject); provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property as public property. Seller warrants and represents that there is ingress and egress to the Real Property sufficient for the intended use as described herein. Personalty shall, at Buyer's request, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided herein.

7. TITLE EVIDENCE: Buyer shall, at Buyer's expense and within ten (10) days prior to closing date, procure a title insurance commitment issued by a Florida licensed title insurer reflecting only liens, encumbrances, exceptions or qualifications set forth in this Contract, and those which shall be discharged by Seller at or before closing. Seller shall convey a marketable title subject only to liens, encumbrances, exceptions or qualifications set forth in this Contract. Marketable title shall be determined according to applicable Title Standards as utilized in the State of Florida and incorporated into the standard Contract for Purchase and Sale of Real Estate adopted jointly by The Florida Bar and the Florida Association of Realtors. Buyer shall have five (5) days from receiving evidence of title to examine it. If title is found defective, Buyer shall, within three (3) days thereafter, notify Seller in writing specifying defect(s). If the defect(s) renders title unmarketable, Seller will have 120 days from receipt of notice within which to remove the defect(s), failing which Buyer shall have the option of either accepting the title as it then is or withdrawing from this Contract. Seller will, if title is found unmarketable, make diligent effort at no cost to Buyer, to correct defect(s) in title within the time provided therefor, including the bringing of necessary suits.

8. SURVEY: Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have Real Property surveyed and certified to the Buyer, Seller, and closing agent by a registered Florida land surveyor. If survey shows any encroachment on Real Property, or that improvements located on Real Property encroach on setback lines, easements, lands of others, or violate any restrictions, contract covenants, or applicable governmental regulations, the same shall constitute a title defect. The survey shall be performed to minimum technical standards of Chapter 61G17-6 Florida Administrative Code and may include a description of the property under the Florida Coordinate System as defined in Chapter 117, Florida Statutes.

9. CLOSING PLACE AND DATE: Buyer shall designate closing agent and this transaction shall be closed in the offices of the designated closing agent in Pinellas County, Florida, on or before thirty (30) days from Effective Date, unless extended by other provisions of this contract. If either party is unable to comply with any provision of this contract within the time allowed, and be prepared to close as set forth above, after making all reasonable and diligent efforts to comply, then upon giving written notice to the other party, time of closing may be extended up to 30 days without effect upon any other term, covenant, or condition contained in this contract.

10. CLOSING DOCUMENTS: Seller shall furnish deed, bill of sale (if applicable), mechanics' lien affidavit, assignments of leases, tenant and mortgage estoppel letters, and corrective instruments. If Seller is a corporation, Seller shall deliver a resolution of its Board of Directors authorizing the sale and

delivery of the deed and certification by the Corporate Secretary certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. Buyer shall furnish a closing statement.

11. CLOSING EXPENSES: Documentary stamps on the deed, unless this transaction is exempt under Chapter 201.24, Florida Statutes, shall be paid by the Buyer. Buyer shall also pay the costs of recording any corrective instruments. Recordation of the deed shall be paid by Buyer.

12. PRORATIONS; CREDITS: Taxes, assessments, rent (if any) and other revenue of the Property shall be prorated through the day before closing. Closing agent shall collect all ad valorem taxes uncollected but due through day prior to closing and deliver same to the Pinellas County Tax Collector with notification to thereafter exempt the Property from taxation as provided in Chapter 196.012(6), Florida Statutes. If the amount of taxes and assessments for the current year cannot be ascertained, rates for the previous year shall be used with due allowance being made for improvements and exemptions. Any deposits held by Seller in trust for third parties in occupancy of the Property shall be credited to Buyer at time of closing. Assessments for any improvements that are substantially complete at time of closing shall be paid in full by Seller.

13. OCCUPANCY: Seller warrants that there are no parties in occupancy other than the Seller, or as otherwise disclosed herein. If Property is intended to be rented or occupied beyond closing, the fact and terms thereof shall be stated herein, and the tenant(s) or occupant(s) disclosed pursuant to Paragraph 14. Seller agrees to deliver occupancy of the Property at time of closing unless otherwise stated herein. If occupancy is to be delivered before closing, Buyer assumes all risk of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted Property in its existing conditions as of the time of taking occupancy unless otherwise stated herein or in separate writing.

14. PROPERTY CONDITION: Seller shall deliver the Property to Buyer at time of closing in its present "as is" condition, ordinary wear and tear excepted, and shall maintain the landscaping and grounds in a comparable condition. Seller makes no warranties other than as disclosed herein in Paragraph 18 ("SELLER WARRANTIES") and marketability of title. Buyer's covenant to purchase the Property "as is" is more specifically represented in each subparagraph a. or b. as marked [X].

- a. [X] As Is with final walk through prior to closing: Buyer has inspected the Property or waives any right to inspect and accepts the Property in its present "as is" condition.
- b. [] As Is With Right of Inspection: Buyer may, at Buyer's expense and within 90 days from Effective Date ("Inspection Period"), conduct inspections, tests, environmental and any other investigations of the Property Buyer deems necessary to determine suitability for Buyer's intended use. Seller shall grant reasonable access to the Property to Buyer, its agents, contractors and assigns for the purposes of conducting the inspections provided, however, that all such persons enter the Property and conduct the inspections and investigations at their own risk. Buyer shall not engage Seller will, upon reasonable notice, provide utilities services as may be required for Buyer's inspections and investigations. In any activity that could result in a mechanics' lien being filed against the Property without Seller's prior written consent. Buyer may terminate this contract by written notice to Seller prior to expiration of the Inspection Period if the inspections and/or investigations reveal conditions which are reasonably unsatisfactory to Buyer, unless Seller elects to repair or otherwise remedy such conditions to Buyer's satisfaction; or Buyer, at its option, may elect to accept a credit at closing of the total estimated repair costs as determined by a licensed general contractor of Buyer's selection and expense. If this transaction does not close, Buyer agrees, at Buyer's expense, to repair all damages to the Property resulting from the inspections and investigations and return the Property to its present condition.

15. PROCEEDS OF SALE; CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds. Proceeds of sale be held in escrow by Seller's attorney or by such other mutually acceptable escrow agent for a period of not longer than five (5) days from and after closing, during which time evidence of title shall be continued at Buyer's expense to show title in Buyer, without any encumbrances or change which would render Seller's title unmarketable from the date of the last title evidence. If Seller's

title is rendered unmarketable through no fault of the Buyer, Buyer shall, within the 5-day period, notify the Seller in writing of the defect and Seller shall have 30 days from the date of receipt of such notification to cure the defect. If Seller fails to timely cure the defect, all funds paid by or on behalf of the Buyer shall, upon written demand made by Buyer and within five (5) days after demand, be returned to Buyer; and simultaneously with such repayment, Buyer shall return Personalty and vacate Real Property and reconvey it to Seller by special warranty deed. If Buyer fails to make timely demand for refund, Buyer shall take title "as is," waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed. The escrow and closing procedure required by this provision shall be waived if title agent insures adverse matters pursuant to Section 627.7841, F.S. (1987), as amended.

16. DEFAULT: If this transaction is not closed due to any default or failure on the part of the Seller, other than to make the title marketable after diligent effort, Buyer may seek specific performance or unilaterally cancel this agreement upon giving written notice to Seller. If this transaction is not closed due to any default or failure on the part of the Buyer, Seller may seek liquidated damages or may seek specific performance.

17. SELLER WARRANTIES: Seller warrants that there are no facts known to Seller that would materially affect the value of the Property, or which would be detrimental to the Property, or which would affect Buyer's desire to purchase the property except as follows: (Specify known defects. If none are known, write "NONE.") NONE.

18. RADON GAS NOTIFICATION: In accordance with provisions of Section 404.056(6), Florida Statutes (1989), as amended, Buyer is hereby informed as follows: 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.

19. CONTRACT NOT RECORDABLE; PERSONS BOUND: Neither this contract nor any notice of it shall be recorded in any public records. This contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all.

20. NOTICE: All notices provided for herein shall be deemed to have been duly given if and when deposited in the United States Mail, properly stamped and addressed to the respective party to be notified, including the parties to this contract, the parties' attorneys, escrow agent, inspectors, contractors and all others who will in any way act at the behest of the parties to satisfy all terms and conditions of this contract.

21. ASSIGNABILITY; PERSONS BOUND: This contract [☒] is not assignable [☐] is assignable with Seller's approval. The terms "Buyer," "Seller," and "Broker" (if any) may be singular or plural. This Contract is binding upon Buyer, Seller, and their heirs, personal representatives, successors and assigns (if assignment is permitted).

22. ATTORNEY FEES; COSTS: In any litigation arising out of this contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

23. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions shall control all printed provisions of the contract in conflict with them.

24. BROKER: Buyer represents and agrees they have dealt with no Broker or finder in connection with the transactions contemplated hereby.

25. EFFECT OF PARTIAL INVALIDITY: The invalidity of any provision of this contract will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this contract is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full

force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

26. GOVERNING LAW: It is agreed by and between the parties hereto that this contract shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

27. COUNTERPARTS; FACSIMILE COPY: This contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A facsimile copy of this contract, including any addendum, attachments and any written modifications hereof, and any initials or signature thereon shall be deemed an original.

28. SPECIAL CLAUSES: [] Not applicable, or [X] Special clauses that constitute agreements and covenants between the parties are listed below and made a part of this contract. When any special clause in the Addendum is in conflict with any provision contained elsewhere in this contract, then the special clause shall govern.

a. **Addendum to Contract** _____

29. SELLER COMPLIANCE WITH FLORIDA STATUTES SECTION 286.23: Seller shall comply with Florida Statutes Section 286.23, and as it may be amended. Seller acknowledges Buyer's notice and waives any written notice requirements, and Seller shall provide the statutorily prescribed written public disclosure to Buyer prior to Seller or Buyer executing any offer or contract.

30. EXHIBITS ATTACHED: None

31. ENTIRE AGREEMENT: Upon execution by Seller and Buyer, this contract shall constitute the entire agreement between the parties, shall supersede any and all prior and contemporaneous written and oral promises, representations or conditions in respect thereto. All prior negotiations, agreements, memoranda and writings shall be merged herein. Any changes to be made in this agreement shall only be valid when expressed in writing, acknowledged by the parties and incorporated herein or attached hereto.

ADDENDUM TO CONTRACT

ADDENDUM to that certain contract between the CITY OF PINELLAS PARK, FLORIDA, Buyer, and KEVIN & VALERIE NOWAKOWSKI, Seller of a portion of that Property located at 6001 105th Avenue North, Pinellas Park, Florida, and legally described as: the property to be deeded to the City of Pinellas Park for right-of-way is located in the southeast 1/4 of Section 17, Township 30 south, Range 16 east, and is that portion of lot 20, Northfield Manor Section "A", according to the plat thereof, as recorded in Plat Book 56, page 4, of the Public Records of Pinellas County, Florida, being further described as follows: the east 7.00' of lot 20, Northfield Manor Section "A", further described above.

1. Seller shall pay its own attorney fees, mortgage related costs, or any existing liens, to close the transaction contemplated by this contract. Buyer agrees to pay all other closing costs.
2. Seller will pay the 2018 tax proration through the date of closing.
3. This Contract For Purchase of Real Property is contingent upon the review and approval of the City Attorney.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN APPROPRIATE PROFESSIONAL FOR LEGAL, TAX, ENVIRONMENTAL, AND OTHER SPECIALIZED ADVICE PRIOR TO SIGNING.

THE SUM AND CONDITIONS SPECIFIED HEREIN ARE SUBJECT TO APPROVAL BY THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, FLORIDA.

Seller: KEVIN NOWAKOWSKI

_____ (Date)	_____ Print Name	_____ Signature
	_____ (Social Security or Tax ID #)	

Seller: VALERIE NOWAKOWSKI

_____ (Date)	_____ Print Name	_____ Signature
	_____ (Social Security or Tax ID #)	

[] APPROVED AND ACCEPTED this _____ date of _____, 2018.

CITY OF PINELLAS PARK, FLORIDA

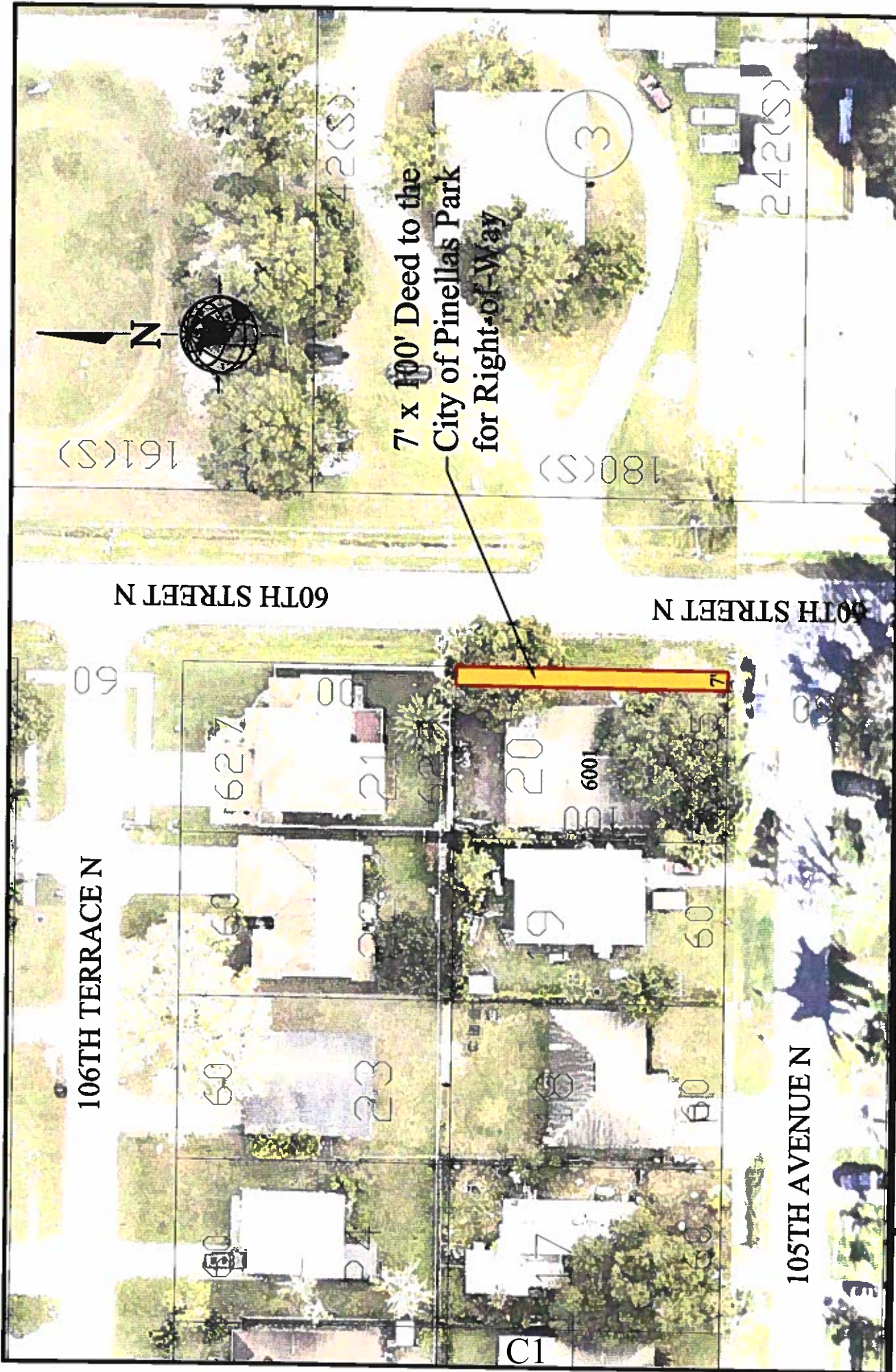
Attest:

Diane M. Corna, MMC, City Clerk

By: Sandra L. Bradbury, Mayor

Approved as to form and legal correctness:

James W. Denhardt, City Attorney

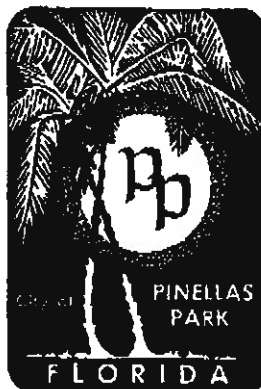


City of
PINELLAS PARK

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

October 15, 2018

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

RE: City Document #18-317
Nowakowski Contract for Purchase of Real Property

Dear Ms. Conte:

I have received and reviewed the above-referenced Contract to purchase property from Kevin and Valerie Nowakowski. I would approve of the Contract as to form and correctness.

Very truly yours,

Lauren C. Rubenstein
Assistant City Attorney

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

LCR/dh
18-317.10162018.LAC,Nowakowski Contract for Purchase.wpd



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C1



City of Pinellas Park

Staff Report

File #: 18-642, Version: 1

Agenda Date: 11/8/2018

AUTHORIZATION FOR THE MAYOR TO SIGN AN AGREEMENT BETWEEN U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT, AND THE CITY OF PINELLAS PARK IN THE AMOUNT OF \$320,208.00 TO SUPPORT THE CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND TO EXECUTE A GRANT AGREEMENT ALONG WITH ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION - (HUD Project/Grant NO. 1 B-18-MC-12-0066)

NOTE: The Fiscal Year 2018 Action Plan submitted by the City of Pinellas Park has been reviewed by HUD and is approved. In its first year as a Community Development Block Grant (CDBG) formula entitlement city, Pinellas Park will focus on improving the Fairlawn Park neighborhood by implementing a Safety and Mobility Community Project that includes installing new sidewalks and ADA (Americans with Disabilities Act) approved ramps.

CDBG programs improve neighborhoods, provide decent housing, and create new economic opportunities, with special focus on serving low-and moderate-income persons. Since its inception in 1974, the program's success is the result of strong partnerships among elected officials, neighborhood based nonprofit organizations, the private sector, citizens and HUD.

This is a reimbursable federal agreement and revenues will be received from HUD.

ACTION: (Approve - Deny) Authorization for the Mayor to sign an agreement between U.S. Department of Housing and Urban Development in the amount of \$320,208.00.

Funding Approval/Agreement


Title I of the Housing and Community
Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

OMB Approval No. 2506-0193
exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) Pinellas Park	3a. Grantee's 9-digit Tax ID Number 596000409	3b. Grantee's 9-digit DUNS Number 92985225
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 5141 78Th Ave N Pinellas Park, FL 33781-2456	4. Date use of funds may begin 10/1/2018	
	5a. Project/Grant No. 1 B-18-MC-12-0066	6a. Amount Approved \$320,208.00
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Tom Bilodeau	Grantee Name Pinellas Park
Title Program Manager	Title
Signature 	Signature
Date (mm/dd/yyyy) 10/03/2018	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission 08/15/2018 9b. Date Grantee Notified 10/03/2018 9c. Date of Start of Program Year (10/01/2018)	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
11. Amount of Community Development Block Grant			
		FY (2018)	FY (2017)
a. Funds Reserved for this Grantee		\$320,183.00	\$ 25.00
b. Funds now being Approved			
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency Pinellas Park 5141 78Th Ave N Pinellas Park, FL 33781-2456
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
		Y						Project Number		Amount		
		Y						Project Number		Amount		
Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By							

8. Special Conditions.

- (a) The period of performance for the funding assistance specified in the Funding Approval ("Funding Assistance") shall begin on the date specified in item 4 and shall end on September 1, 2025. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2025.
- (b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or

highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.

- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).

City of Pinellas Park

U.S. Department of Housing & Urban Development

Project/Grant No. 1 – B-18-MC-12-0066

Schedule of Indirect Cost Rate

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
<u>City of Pinellas Park</u>	<u> 0%</u>	

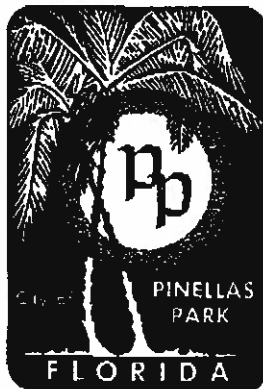
The City of Pinellas Park is not charging indirect costs to this allocation of \$320,208.00.

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

October 22, 2018

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

RE: City Document #18-321
Funding Approval/Agreement with HUD

Dear Ms. Hillier:

I have received and reviewed the above-referenced Agreement between the U.S. Department of Housing and Urban Development and the City of Pinellas Park to implement the Community Development Block Grant Program. I would approve of the Agreement as to form and correctness.

Very truly yours,

James W. Denhardt
City Attorney

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

JWD/dh

18-321.10222018 LTH Agmt w HUD.wpd



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City of Pinellas Park

Staff Report

File #: 18-650, **Version:** 1

Agenda Date: 11/8/2018

APPROVAL OF VOLUNTARY ANNEXATION OF PROPERTY OWNED BY JGN PROPERTIES, LLC (AX18-39) - Located at 11510 66th Street (rear parcel)

FIRST AND FINAL READING

NOTE: This is a voluntary annexation of 0.95 acres MOL of contiguous residential property located at 11510 66th Street. The City agrees that for a period of two (2) years from the date of execution of this Agreement, the City shall waive City land development fees applicable for future redevelopment of the Property, in an amount up to, and not to exceed, Ten Thousand Dollars (\$10,000.00) and the City shall waive any required zoning related application fee(s) (i.e. Zoning change, Land Use Plan Amendment, waiver(s), variance(s)) that may be needed to redevelop the property in the future. The City shall also agree that for a period of two (2) years from the date of execution of this Agreement, the City shall waive the City's Business Tax Receipt fees for all businesses occupying space on the property. The City's annual projected revenue after redevelopment is Sixteen Thousand Nine Hundred Eighty-five Dollars (\$16,985.00) and no City funds were expended.

ACTION: (Approve - Deny) The voluntary annexation of 0.95 acres MOL of residential property owned by JGN Properties, LLC.

ANNEXATION AGREEMENT

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

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

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

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

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

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

(Mayor's Initials)

 (Manager's Initials)

The following constitute the special provisions herein:

6. For a period of two (2) years from the date of execution of this Agreement, the CITY shall waive CITY land development fees applicable for future redevelopment of the Property, in an amount up to, and not to exceed, Ten Thousand Dollars (\$10,000.00).
7. For a period of two (2) years from the date of execution of this Agreement, the CITY shall waive any required zoning related application fee(s) (i.e. Zoning change, Land Use Plan Amendment, waiver(s), variance(s)) that may be needed to redevelop the Property in the future.
8. For a period of two (2) years from the date of execution of this Agreement, the CITY shall waive the CITY's Business Tax Receipt fees for all businesses occupying space on the property.

The following constitute miscellaneous provisions herein:

9. The OWNER further acknowledges that this Agreement shall be recorded in the Public Records of Pinellas County, Florida, and shall constitute a covenant running with the Property.
10. This Agreement shall be binding upon the Parties, their successors, assigns, and legal representatives; provided, however, that nothing herein shall be construed to prevent the sale or other transfer of the Property by OWNER or any of its successors in title subject to the provisions hereof.
11. This document embodies the whole agreement of the Parties. There are no promises, terms, conditions, or allegations by either Party other than those contained herein; and this document shall supersede all previous communications, representations, and-or agreements, whether written or verbal between the Parties hereto. This Agreement may be modified only in writing executed by the Parties and-or their successors in title, as the case may be.

(Mayor's Initials)

_____
(Manager's Initials)

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

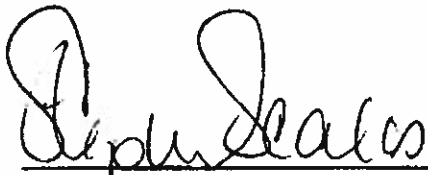
CITY OF PINELLAS PARK, FLORIDA:

SANDRA L. BRADBURY, MAYOR

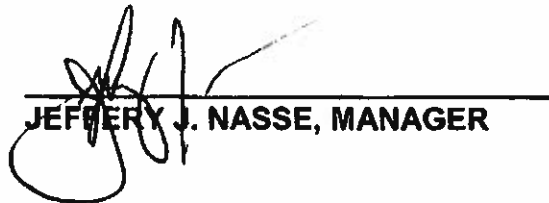
ATTEST:

DIANE M. CORNA, MMC, CITY CLERK

JGN PROPERTIES, LLC:



Witness Signature



JEFFERY J. NASSE, MANAGER

STEPHANIE SCALUS

Print Name

Bonnie Myers

Witness Signature

Bonnie Myers

Print Name

APPROVED AS TO FORM AND CORRECTNESS:

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

STATE OF FLORIDA
COUNTY OF PINELLAS

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

Notary Public signature

(Name of Notary typed, printed or stamped)

Personally known _____ or produced identification

(SEAL ABOVE) Type of identification produced _____

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

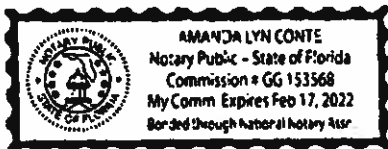
THIS CERTIFICATE MUST BE Title or Type of Document Annexation Agreement
ATTACHED TO THE DOCUMENT Number of Pages 7 Date of Document _____ DESCRIBED
AT RIGHT: Signers Other Than Named Above NONE

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this October 23, 2018, by
JEFFERY J. NASSE, Manager of JGN Properties, LLC
(Name of person acknowledging and title of position)

Amanda Lyn Conte Notary Public signature

Amanda Lyn Conte (Name of Notary typed, printed or stamped)



Personally known _____ or produced identification

Type of identification produced FL DL Jeffery Nasse 9/23/2020

(SEAL ABOVE)

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

ANNEXATION AGREEMENT

JGN PROPERTIES, LLC
LEGAL DESCRIPTION

JGN PROPERTIES, LLC
PARCEL: 18-30-16-69768-100-1601
LOCATED AT: 11510 66th Street (rear parcel)

THE WEST 259.7' OF THE SOUTH 1/2 OF THE NORTH 1/2 OF FARM 16, PINELLAS FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 7, PAGES 4 AND 5 OF THE PUBLIC RECORDS OF HILLSBOUROGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, IN THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PARCEL#18/30/16/69768/100/1601.

A PARCEL CONTAINING 0.95 ACRES M.O.L.

PETITION FOR ANNEXATION TO THE CITY OF PINELLAS PARK, FLORIDA

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

PARCEL: 18-30-16-69768-100-1601

(Located at 11510 66th Street)

THE WEST 259.7' OF THE SOUTH 1/2 OF THE NORTH 1/2 OF FARM 16, PINELLAS FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 7, PAGES 4 AND 5 OF THE PUBLIC RECORDS OF HILLSBOURGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, IN THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PARCEL#18/30/16/69768/100/1601.

CONTAINING 0.95 ACRES M.O.L.

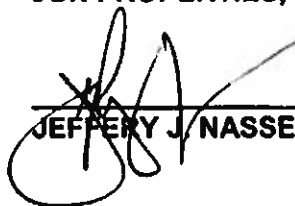
The names and addresses of the undersigned representing all of the legal owners of the above-described property are as follows:

**JGN Properties, LLC
Care of: Jeffery J. Nasse
6340 70th Avenue North
Pinellas Park, FL 33781**

JGN PROPERTIES, LLC:



Witness Signature




JEFFERY J. NASSE, MANAGER



Print Name



Witness Signature



Print Name

ANNEXATION DATA SHEET

- 1. PARCEL:**
18-30-16-69768-100-1601
- 2. OWNER:**
JGN Properties, LLC
- 3. LOCATED AT:**
11510 66th Street (rear parcel)
- 4. SIZE OF PROPERTY:**
Agreement = 0.95 Acres MOL
Ordinance = 0.95 Acres MOL
- 5. COUNTY ZONING - LAND USE:**
M-1 / IL
- 6. CITY ZONING - LAND USE:**
M-1 / IL
- 7. EXISTING PROPERTY IMPROVEMENTS:**
2,565 square foot single family home.
- 8. EXISTING BUSINESS ON PROPERTY:**
None
- 9. PREVIOUS - EXISTING PROPERTY USE:**
Residential
- 10. ANNEXATION SPECIAL PROVISIONS:**
 - ♦ For a period of two (2) years from the date of execution of this Agreement, the City shall waive City land development fees applicable for future redevelopment of the property, in an amount up to, and not to exceed, Ten Thousand Dollars (\$10,000.00).
 - ♦ For a period of two (2) years from the date of execution of this Agreement, the City shall waive any required zoning related application fee(s) (i.e. Zoning change, Land Use Plan Amendment, waiver(s), variance(s)) that may be needed to redevelop the property in the future.
 - ♦ For a period of two (2) years from the date of execution of this Agreement, the City shall waive the City's Business Tax Receipt fees for all businesses occupying space on the property.

(Continued)

11. OTHER PERTINENT INFORMATION:

Contiguous

12. PROPOSED PROPERTY USE:

Commercial

13. PROPOSED PROPERTY IMPROVEMENTS:

Two Million Dollar (\$2,000,000) construction of facilities to store high-end recreational vehicles

SUPPLEMENT TO
ANNEXATION AGREEMENT
JGN Properties, LLC — AX18-39

Located at: 11510 66th Street

REVIEW COMMENTS

CITY MANAGER	REVIEWED
DEPUTY CITY MANAGER	REVIEWED
COMMUNITY DEVELOPMENT ADMINISTRATOR	REVIEWED
BLDG. DEVELOPMENT	REVIEWED
FINANCE	REVIEWED
FIRE DEPARTMENT	REVIEWED
NEIGHBORHOOD SERVICES DIRECTOR	NO OBJECTION
OMB ADMINISTRATOR	REVIEWED
PLANNING & ZONING DIVISION	REVIEWED
POLICE DEPARTMENT	REVIEWED

PUBLIC WORKS:

CONSTRUCTION SERVICES

Landlocked parcel with no adjacent right-of-way. There may be a private easement in place on adjacent parcel? Requires further research.

No potable water available. There may be a private easement in place on adjacent parcel? Requires further research.

No sanitary sewer available. There may be a private easement in place on adjacent parcel? Requires further research.

No reclaimed water available. There may be a private easement in place on adjacent parcel? Requires further research.

No public utility easement or ingress/egress easement to parcel according to our data.

The property to the south of the subject parcel (on 114th Avenue) is owned by the same person, so no easements are necessary to access it.

TRANSPORTATION & STORMWATER	NO OBJECTION
SEWER	NO OBJECTION
WATER/RECLAIMED	REVIEWED
UTILITY BILLING DIVISION	REVIEWED

Annexation Revenue Analysis Residential

Annexation Number: AX18-39		Date: October 22, 2018
Owner's Name: JGN Properties, LLC		
Property Address: 11510 66th Street (rear parcel)		
Ad Valorem Taxes:	<u>Millage</u>	<u>Amount</u>
* information obtained from the Pinellas County Property Appraiser's records		
Current Assessed Value	NA	\$230,513.00
Taxes Received by Pinellas Park	0.00549	\$1,265.52
Tangible Property Taxes:		
Assessed Asset Value (Exempt below \$25,000)	NA	\$0.00
Tangible Taxes Received by Pinellas Park	0.00549	\$0.00
Business Tax Receipt Fee		\$200.00
Est. Franchise Fees and/or Utility Taxes:		
Water & Sewer (10% Utility Tax)		\$200.00
Electric (based on avg. \$200 monthly electric bill) ESTIMATE		\$600.00
Gas		\$0.00
Communication Services Tax ESTIMATE		\$140.00
Franchise Fees and/or Utility Taxes Received by Pinellas Park		\$940.00
Taxes Received by Pinellas Park		\$1,265.52
Tangible Personal Property Tax Received by Pinellas Park		\$0.00
Business Tax Receipt Fee		\$200.00
Est. Franchise Fees and/or Utility Taxes Received by Pinellas Park		\$940.00
Anticipated Annual Revenues to Pinellas Park After Annexation		\$2,405.52

Current Est. Annual Revenues to Pinellas Park as Unincorporated Property:		
PF Fire District Tax (est. currently received)	0.003197	\$733.51
Total Est. Annual Revenues to Pinellas Park as Unincorporated Property		\$733.51

New Money (est.) to Pinellas Park Received Thru Annexation	\$1,672.01
--	------------

Annexation Potential Revenue Analysis (Proposed Development)

Annexation Number: AX18-39

Date: October 22, 2018

Owner's Name: JGN Properties, LLC

Property Address: 11510 66th Street

Ad Valorem Taxes:

Proposed Development

Millage

Amount

Current Assessed Value

NA

\$2,500,000.00

Taxes Received by Pinellas Park

0.00549

\$13,725.00

Est. Franchise Fees and/or Utility Taxes: After Development

Water & Sewer (10% Utility Tax)

\$460.00

Electric (Estimate based on \$100 monthly average bill)

\$1,600.00

Gas

\$0.00

Communication Services Tax

\$600.00

Franchise Fees and/or Utility Taxes Received by Pinellas Park

\$2,660.00

Taxes Received by Pinellas Park

\$13,725.00

Tangible Personal Property Tax Received by Pinellas Park

\$0.00

Business Tax Receipt Fee

\$600.00

Est. Franchise Fees and/or Utility Taxes Received by Pinellas Park

\$2,660.00

Anticipated Annual Revenues to Pinellas Park After Annexation

\$16,985.00

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

PFW Fire District Tax (est. currently received)

0.003197

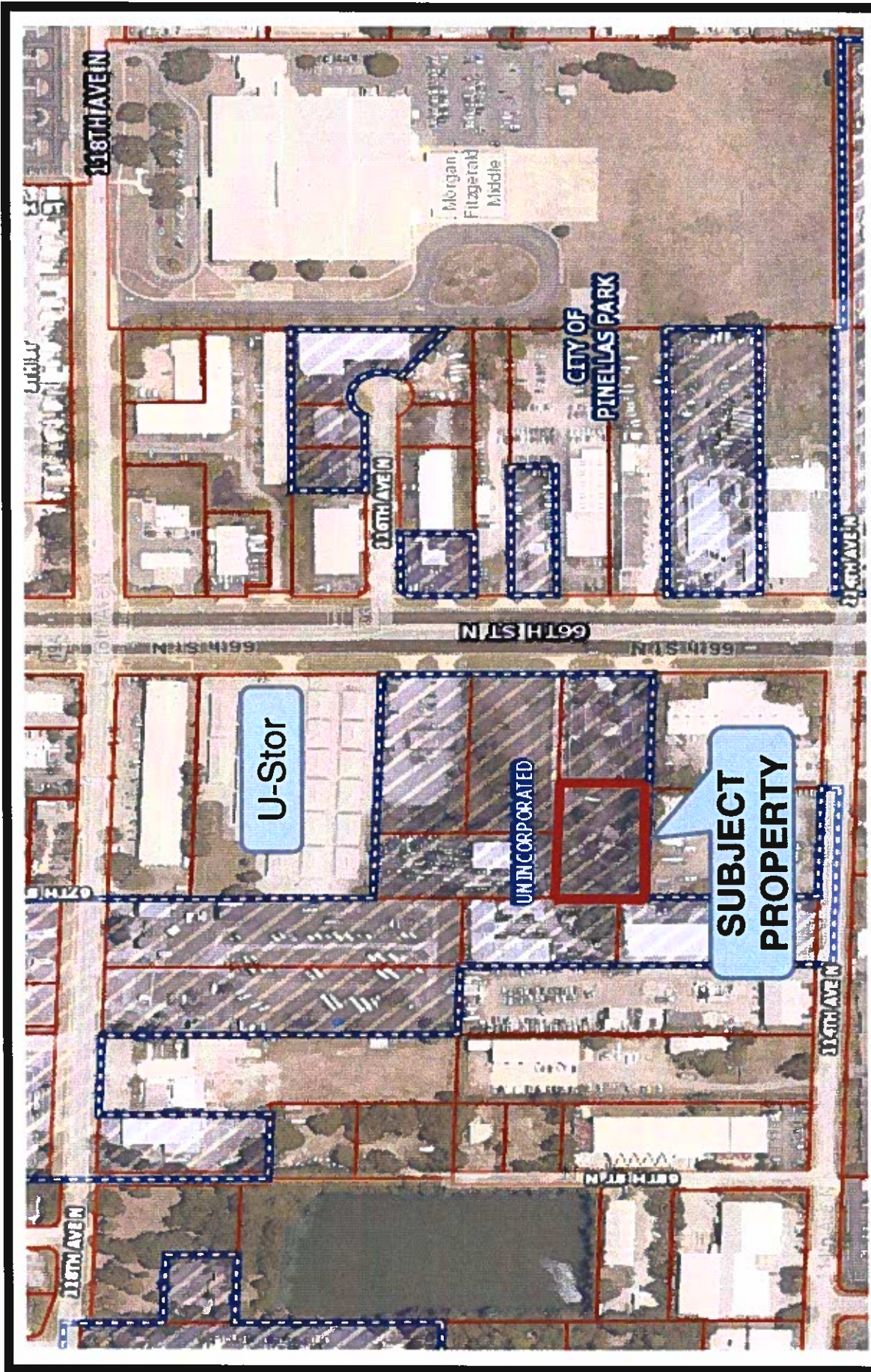
\$6,294.64

Total Est. Annual Revenues to Pinellas Park as Unincorporated Property

\$6,294.64

New Money (est.) to Pinellas Park Received Thru Annexation

\$10,690.36



18-30-16-69768-100-1601
11510 66th Street North

AX18-39

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

October 23, 2018

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

RE: City Document #18-328
Annexation Agreement AX18-39, JGN Properties, LLC

Dear Ms. Conte:

I have received and reviewed the above-referenced Annexation Agreement and Petition for Annexation. Assuming that the correct legal description is inserted in Exhibit A and in the Petition, I would approve of the Agreement and Petition 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 Services Administrator
Tom Shevlin, Interim Planning & Zoning Director

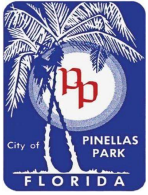
JWD/dh

18-328,10232018,LAC,AX18-39 JGN Properties Annex Agmt,wpd



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C3



City of Pinellas Park

Staff Report

File #: 18-651, **Version:** 1

Agenda Date: 11/8/2018

ORDINANCE NO. 4073. ANNEXING INTO THE CITY OF PINELLAS PARK A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 11510 66TH STREET (JGN PROPERTIES, LLC AX18-39)

FIRST READING PRIOR TO PUBLIC HEARING

NOTE: This is a voluntary annexation of 0.95 acres MOL of contiguous residential property located at 11510 66th Street.

ACTION: (Pass - Deny) Ordinance No. 4073.

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 11510 66TH STREET, LEGALLY DESCRIBED AS ATTACHED HERETO IN EXHIBIT "A" AND MADE A PART HEREOF, LYING WITHIN SECTION 18, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; PROVIDING FOR AMENDMENT OF THE LEGAL DESCRIPTION OF THE CORPORATE BOUNDARIES OF THE CITY OF PINELLAS PARK, FLORIDA; PROVIDING FOR THE ASSIGNMENT OF CITY ZONING CLASSIFICATION; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES CONFLICTING HERewith; PROVIDING FOR AN EFFECTIVE DATE.

(JGN PROPERTIES, LLC AX18-39)

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

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

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

SECTION ONE: That the land lying in an unincorporated area of Pinellas County, Florida, and contiguous to the City of Pinellas Park, generally located at 11510 66th Street, and legally described as attached hereto in Exhibit "A" and made a part hereof, lying within Section 18, Township 30 South, Range 16 East, Pinellas County, Florida, is hereby annexed into the City of Pinellas Park.

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

SECTION THREE: That the land herein annexed shall be assigned the City zoning classification of M-1 which is the closest compatible to the County M-1 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

JGN PROPERTIES, LLC
PARCEL: 18-30-16-69768-100-1601
LOCATED AT: 11510 66TH STREET

THE WEST 259.7' OF THE SOUTH 1/2 OF THE NORTH 1/2 OF FARM 16, PINELLAS FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 7, PAGES 4 AND 5 OF THE PUBLIC RECORDS OF HILLSBOUROGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, IN THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PARCEL#18/30/16/69768/100/1601.

A PARCEL CONTAINING 0.95 ACRES M.O.L.

PETITION FOR ANNEXATION TO THE CITY OF PINELLAS PARK, FLORIDA

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

PARCEL: 18-30-16-69768-100-1601

(Located at 11510 66th Street)

THE WEST 259.7' OF THE SOUTH 1/2 OF THE NORTH 1/2 OF FARM 16, PINELLAS FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 7, PAGES 4 AND 5 OF THE PUBLIC RECORDS OF HILLSBOUROGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, IN THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PARCEL#18/30/16/69768/100/1601.

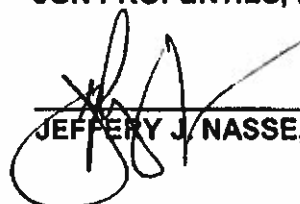
CONTAINING 0.95 ACRES M.O.L.

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

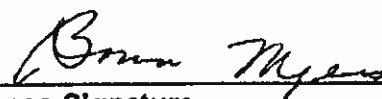
JGN Properties, LLC
Care of: Jeffery J. Nasse
6340 70th Avenue North
Pinellas Park, FL 33781

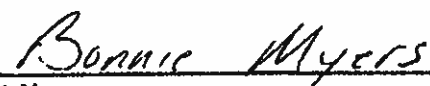
JGN PROPERTIES, LLC:

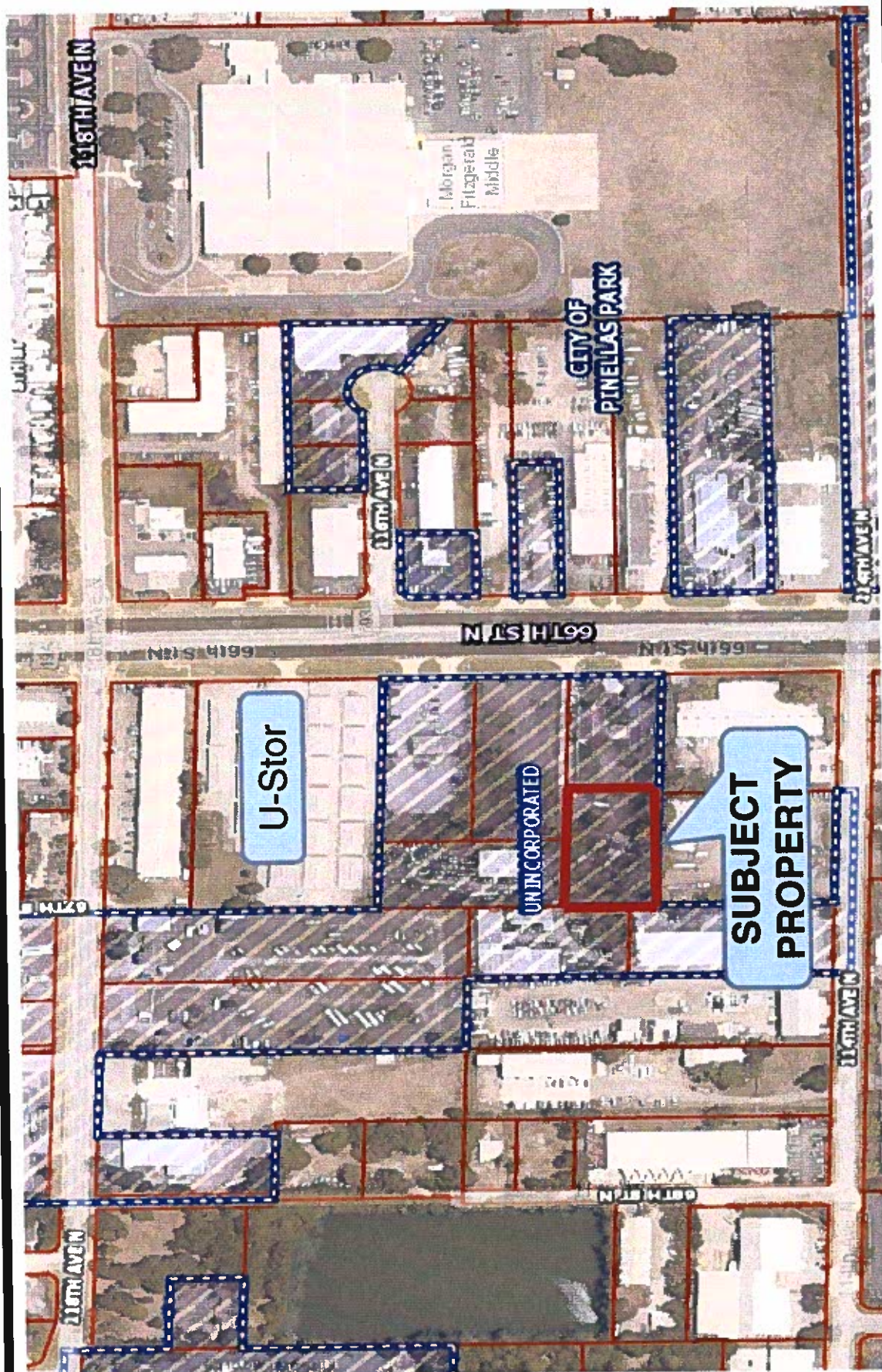

Witness Signature


JEFFERY J. NASSE, MANAGER


Print Name


Witness Signature


Print Name



18-30-16-69768-100-1601

11510 66th Street North

AX18-39

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

October 23, 2018

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

RE: City Document #18-329
Annexation Ordinance AX18-39, JGN Properties, LLC

Dear Ms. Conte:

I have received and reviewed the above-referenced Annexation Ordinance for parcels located at 11510 66th Street. Assuming that the correct legal description is inserted in Exhibit A and that the property is in the legal name of the Petitioner, I would approve of the Ordinance as to form and correctness.

Very truly yours,

James W. Denhardt
City Attorney

cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Deputy City Manager
Susan Walker, Community Services Administrator
Tom Shevlin, Interim Planning & Zoning Director

JWD/dh

18-329.10232018.LAC.AX18-39 JGN Properties Annex Ord.wpd



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City of Pinellas Park

Staff Report

File #: 18-652, **Version:** 1

Agenda Date: 11/8/2018

APPROVAL OF VOLUNTARY ANNEXATION OF PROPERTY OWNED BY KRIKOR & JANICE MOURADIAN (AX18-40) - Located at 11109 66th Street

FIRST AND FINAL READING

NOTE: This is a voluntary annexation of 2.26 acres MOL of contiguous commercial property located at 11109 66th Street. The City agrees that for a period of two (2) years from the date of execution of this Agreement, the City shall waive City land development fees applicable for future redevelopment of the property, in an amount up to, and not to exceed, Five Thousand Dollars (\$5,000.00). The City shall also agree that for a period of two (2) years from the date of execution of this Agreement, the City shall waive the City's Business Tax Receipt fees for all businesses occupying space on the property. The City's annual projected revenue after redevelopment is Four Thousand Eighty-Nine Dollars (\$4,089) and no City funds were expended.

ACTION: (Approve - Deny) The voluntary annexation of 2.26 acres MOL of commercial property owned by Krikor & Janice Mouradian.

ANNEXATION AGREEMENT

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

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

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

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

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

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

(Mayor's Initials)

KM JM (Owners' Initials)

The following constitute the special provisions herein:

6. For a period of two (2) years from the date of execution of this Agreement, the CITY shall waive CITY land development fees applicable for future redevelopment of the Property, in an amount up to, and not to exceed, Five Thousand Dollars (\$5,000.00).
7. For a period of two (2) years from the date of execution of this Agreement, the CITY shall waive the CITY's Business Tax Receipt fees for all businesses occupying space on the property.

The following constitute miscellaneous provisions herein:

8. The OWNER further acknowledges that this Agreement shall be recorded in the Public Records of Pinellas County, Florida, and shall constitute a covenant running with the Property.
9. This Agreement shall be binding upon the Parties, their successors, assigns, and legal representatives; provided, however, that nothing herein shall be construed to prevent the sale or other transfer of the Property by OWNER or any of its successors in title subject to the provisions hereof.
10. This document embodies the whole agreement of the Parties. There are no promises, terms, conditions, or allegations by either Party other than those contained herein; and this document shall supersede all previous communications, representations, and-or agreements, whether written or verbal between the Parties hereto. This Agreement may be modified only in writing executed by the Parties and-or their successors in title, as the case may be.

(Mayor's Initials)

Xm (Jr)
(Owners' Initials)

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

CITY OF PINELLAS PARK, FLORIDA:

SANDRA L. BRADBURY, MAYOR

ATTEST:

DIANE M. CORNA, MMC, CITY CLERK

Stephanie Scalos

Witness Signature

OWNERS:

Krikor Mouradian
KRIKOR MOURADIAN, OWNER

STEPHANIE SCALOS
Print Name

Shannon Coughlin

Witness Signature

Janice Mouradian
JANICE MOURADIAN, OWNER

Shannon Coughlin
Print Name

APPROVED AS TO FORM AND CORRECTNESS:

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

STATE OF FLORIDA
COUNTY OF PINELLAS

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

Notary Public signature

(Name of Notary typed printed or stamped)

Personally known _____ or produced identification

(SEAL ABOVE) Type of identification produced _____

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

THIS CERTIFICATE MUST BE Title or Type of Document Annexation Agreement
ATTACHED TO THE DOCUMENT Number of Pages 7 Date of Document _____ DESCRIBED
AT RIGHT: Signers Other Than Named Above NONE

STATE OF FLORIDA
COUNTY OF PINELLAS

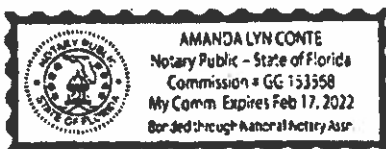
The foregoing instrument was acknowledged before me this October 24th, 2018, by
KRIKOR MOURADIAN & JANICE MOURADIAN, Owners of 11109 66th Street
(Name of person acknowledging and title of position)

Amanda Lyn Conte

Notary Public signature

Amanda Lyn Conte

(Name of Notary typed, printed or stamped)



Personally known ☒ or produced identification

Type of identification produced _____

(SEAL ABOVE)

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

ANNEXATION AGREEMENT

KRIKOR & JANICE MOURADIAN
LEGAL DESCRIPTION

Krikor & Janice Mouradian
PARCEL: 17-30-16-69750-200-2405
LOCATED AT: 11109 66th Street

THE NORTH 1/2 OF THE SOUTH 1/2 OF FARM 24, LESS THE ROAD RIGHT OF WAY ON THE WEST, PINELLAS FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 7, PAGES 4 AND 5 OF THE PUBLIC RECORDS OF HILLSBOUROGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, IN THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PARCEL#17/30/16/69750/200/2405.

A PARCEL CONTAINING 2.26 ACRES M.O.L.

PETITION FOR ANNEXATION TO THE CITY OF PINELLAS PARK, FLORIDA

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

PARCEL: 17-30-16-69750-200-2405

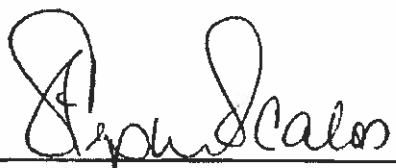
(Located at 11109 66th Street)

THE NORTH 1/2 OF THE SOUTH 1/2 OF FARM 24, LESS THE ROAD RIGHT OF WAY ON THE WEST, PINELLAS FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 7, PAGES 4 AND 5 OF THE PUBLIC RECORDS OF HILLSBOUROGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, IN THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PARCEL#17/30/16/69750/200/2405.

CONTAINING 2.26 ACRES M.O.L.

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

**Krikor & Janice Mouradian
6500 90th Avenue North
Pinellas Park, FL 33782-4713**



Witness Signature

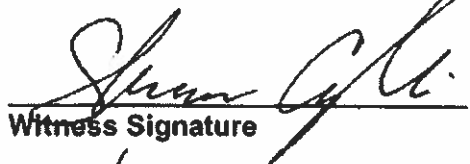
OWNERS' SIGNATURES:



KRIKOR MOURADIAN, OWNER

STEPHANIE SCAROS

Print Name



Witness Signature



JANICE MOURADIAN, OWNER

Shannon Bughlin

Print Name

ANNEXATION DATA SHEET

1. **PARCEL:**
17-30-16-69750-200-2405
2. **OWNER:**
Krikor & Janice Mouradian
3. **LOCATED AT:**
11109 66th Street
4. **SIZE OF PROPERTY:**
Agreement = 2.26 Acres MOL
Ordinance = 2.26 Acres MOL
5. **COUNTY ZONING - LAND USE:**
C-3 / CG
6. **CITY ZONING - LAND USE:**
CH / CG
7. **EXISTING PROPERTY IMPROVEMENTS:**
None
8. **EXISTING BUSINESS ON PROPERTY:**
None
9. **PREVIOUS - EXISTING PROPERTY USE:**
None
10. **ANNEXATION SPECIAL PROVISIONS:**
 - ♦ For a period of two (2) years from the date of execution of this Agreement, the City shall waive City land development fees applicable for future redevelopment of the Property, in an amount up to, and not to exceed, Five Thousand Dollars (\$5,000.00).
 - ♦ For a period of two (2) years from the date of execution of this Agreement, the City shall waive the City's Business Tax Receipt fees for all businesses occupying space on the property.
11. **OTHER PERTINENT INFORMATION:**
Contiguous
12. **PROPOSED PROPERTY USE:**
Commercial
13. **PROPOSED PROPERTY IMPROVEMENTS:**
Ten thousand square foot facility for car detailing and office space.

SUPPLEMENT TO
ANNEXATION AGREEMENT

Krikor & Janice Mouradian — AX18-40

Located at: 11109 66th Street

REVIEW COMMENTS

CITY MANAGER	REVIEWED
DEPUTY CITY MANAGER	REVIEWED
COMMUNITY DEVELOPMENT ADMINISTRATOR	REVIEWED
BLDG. DEVELOPMENT	REVIEWED
FINANCE	REVIEWED
FIRE DEPARTMENT	REVIEWED
NEIGHBORHOOD SERVICES DIRECTOR	NO OBJECTION
OMB ADMINISTRATOR	REVIEWED
PLANNING & ZONING DIVISION	REVIEWED
POLICE DEPARTMENT	REVIEWED
PUBLIC WORKS:	
CONSTRUCTION SERVICES	
66th Street N. - FDOT road	
Bryan Dairy Road - Pinellas County road	
City potable water	
City sanitary sewer	
City reclaimed water in area but would require extension	
The rear City utility easement appears to not be along the property line of the rear parcel and is within the rear parcel. Service line connections to the existing sanitary sewer main and possible reclaimed water main extension would require additional private easement for service lines.	
TRANSPORTATION & STORMWATER	NO OBJECTION
SEWER	NO OBJECTION
WATER/RECLAIMED	REVIEWED
UTILITY BILLING DIVISION	REVIEWED

Annexation Revenue Analysis Commercial / Industrial

Annexation Number: AX18-40

Date: October 22, 2018

Owner's Name: Krikor & Janice Mouradian

Property Address: 11109 66th Street (vacant parcel)

Ad Valorem Taxes:

	<u>Millage</u>	<u>Amount</u>
*Information obtained from the Pinellas County Property Appraiser's records.		
Current Assessed Value	NA	\$301,297.00
Taxes Received by Pinellas Park	0.00549	\$1,654.12

Tangible Personal Property Taxes:

Assessed Asset Value (Exempt below \$25,000)	NA	\$0.00
Tangible Taxes Received by Pinellas Park	0.00549	\$0.00

Business Tax Receipt

\$300.00

Est. Franchise Fees and/or Utility Taxes after development:

Water (10% Utility Tax)	ESTIMATE	\$460.00
Electric (\$163 monthly bill estimate)	ESTIMATE	\$1,500.00
Gas		\$0.00
Communication Services Tax	ESTIMATE	\$175.00
Franchise Fees and/or Utility Taxes Received by Pinellas Park		\$2,135.00

Taxes Received by Pinellas Park	\$1,654.12
Tangible Personal Property Tax Received by Pinellas Park	\$0.00
Business Tax Receipt Fee	\$300.00
Est. Franchise Fees and/or Utility Taxes Received by Pinellas Park	\$2,135.00
Anticipated Annual Revenues to Pinellas Park After Annexation	\$4,089.12

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

PF Fire District	0.0030163	\$908.80
Total Est. Annual Revenues to Pinellas Park as Unincorporated Property		\$908.80

New Money (est.) to Pinellas Park Received Thru Annexation

\$3,180.32

City of

PINELLAS PARK

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

Please Respond To:

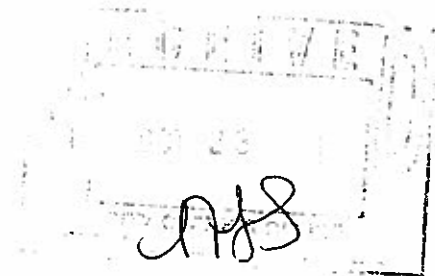
James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

**FLORIDA**

PHONE • (727) 369-0700
FAX • (727) 644-7448

October 23, 2018

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



RE: City Document #18-330
Annexation Agreement AX18-34, Mouradian

Dear Ms. Conte:

I have received and reviewed the above-referenced Annexation Agreement and Petition for Annexation. Assuming that the correct legal description is inserted in Exhibit A, as well as being inserted into the Petition for Annexation, I would approve of the Annexation Agreement and Petition 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 Services Administrator
Tom Shevlin, Interim Planning & Zoning Director

JWD/dh

18-330, 10222018, LAC, AX18-40 Mouradian Agmt.wpd



PRINTED ON RECYCLED PAPER



City of Pinellas Park

Staff Report

File #: 18-653, **Version:** 1

Agenda Date: 11/8/2018

ORDINANCE NO. 4074. ANNEXING INTO THE CITY OF PINELLAS PARK A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 11109 66TH STREET (KRIKOR & JANICE MOURADIAN AX18-40)

FIRST READING PRIOR TO PUBLIC HEARING

NOTE: This is a voluntary annexation of 2.26 acres MOL of contiguous commercial property located at 11109 66th Street.

ACTION: (Pass - Deny) Ordinance No. 4074.

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 11109 66TH STREET, LEGALLY DESCRIBED AS ATTACHED HERETO IN EXHIBIT "A" AND MADE A PART HEREOF, LYING WITHIN SECTION 17, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; PROVIDING FOR AMENDMENT OF THE LEGAL DESCRIPTION OF THE CORPORATE BOUNDARIES OF THE CITY OF PINELLAS PARK, FLORIDA; PROVIDING FOR THE ASSIGNMENT OF CITY ZONING CLASSIFICATION; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES CONFLICTING HERewith; PROVIDING FOR AN EFFECTIVE DATE.

(KRIKOR & JANICE MOURADIAN AX18-40)

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

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

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

SECTION ONE: That the land lying in an unincorporated area of Pinellas County, Florida, and contiguous to the City of Pinellas Park, generally located at 11109 66th Street, and legally described as attached hereto in Exhibit "A" and made a part hereof, lying within Section 17, Township 30 South, Range 16 East, Pinellas County, Florida, is hereby annexed into the City of Pinellas Park.

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

accordingly.

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

Krikor & Janice Mouradian
Parcel: 17-30-16-69750-200-2405
Located at: 11109 66th Street

THE NORTH 1/2 OF THE SOUTH 1/2 OF FARM 24, LESS THE ROAD RIGHT OF WAY ON THE WEST, PINELLAS FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 7, PAGES 4 AND 5 OF THE PUBLIC RECORDS OF HILLSBOUROGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, IN THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PARCEL#17/30/16/69750/200/2405.

A PARCEL CONTAINING 2.25 ACRES M.O.L.

PETITION FOR ANNEXATION TO THE CITY OF PINELLAS PARK, FLORIDA

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

PARCEL: 17-30-16-69750-200-2405

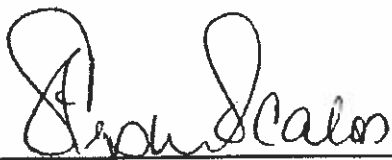
(Located at 11109 66th Street)

THE NORTH 1/2 OF THE SOUTH 1/2 OF FARM 24, LESS THE ROAD RIGHT OF WAY ON THE WEST, PINELLAS FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 7, PAGES 4 AND 5 OF THE PUBLIC RECORDS OF HILLSBOUROGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, IN THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PARCEL#17/30/16/69750/200/2405.

CONTAINING 2.26 ACRES M.O.L.

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

**Krikor & Janice Mouradian
6500 90th Avenue North
Pinellas Park, FL 33782-4713**



Witness Signature

OWNERS' SIGNATURES:



KRIKOR MOURADIAN, OWNER

STEPHANIE SCAROS
Print Name



Witness Signature

Shannon Bughlin
Print Name



JANICE MOURADIAN, OWNER

City of

PINELLAS PARK

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

Please Respond To:

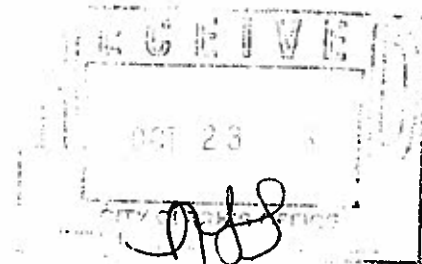
James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

**FLORIDA**

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

October 23, 2018

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



RE: City Document #18-331
Annexation Ordinance AX18-34, Mouradian

Dear Ms. Conte:

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

Very truly yours,

James W. Denhardt
City Attorney

cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Deputy City Manager
Susan Walker, Community Services Administrator
Tom Shevlin, Interim Planning & Zoning Director

JWD/dh

18.331.10222018.LAC.AX18-40 Mouradian Ord.vpd



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City of Pinellas Park

Staff Report

File #: 18-657, **Version:** 1

Agenda Date: 11/8/2018

ORDINANCE NO. 4075. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, FLORIDA, ADOPTING AN AMENDED MASTER PLAN CONTROLLING DEVELOPMENT OF A RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD) WITH UNDERLYING R-6 (MULTI-FAMILY RESIDENTIAL/COMMERCIAL) ZONING ON A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 4190 78TH AVENUE AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" WHICH IS ATTACHED HERETO AND MADE A PART THEREOF; ADOPTING A REVISED MASTER PLAN AND SUPPORTING DOCUMENTATION FOR THE DEVELOPMENT OF A 21 LOT SINGLE FAMILY ATTACHED SUBDIVISION; IMPOSING CONDITIONS OF DEVELOPMENT; CERTIFYING CONSISTENCY WITH THE CITY'S ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR AN EFFECTIVE DATE - (PUD 2018-2R, NINETEEN60 CAPTIAL FUND, LLC)

FIRST READING PRIOR TO PUBLIC HEARING (QUASI-JUDICIAL)

NOTE: In April 2018, City Council approved the adoption of a Master Plan for a Residential Planned Unit Development (RPUD) for the development of 21 single family attached townhomes. The applicant is requesting a minor amendment to the Master Site Plan with a variance to reduce the rear (east) setback from 15 feet to 12.5 feet to allow for perpendicular 2 foot wall extensions. The 2 foot wall extensions are necessary to meet fire code to allow for the installation of sliding glass patio doors on the rear walls of the units.

ACTION: (Pass - Deny) Ordinance No. 4075.

=====PLANNING AND ZONING DIVISION=====

STAFF REPORT

Case Number: PUD 2018-2R

Owner: Nineteen60 Capital Fund LLC

City Council (First Reading): November 8, 2018

Agent: Brian Barker, PE (Deuel & Associates)

City Council (Public Hearing): November 20, 2018

=====

I. GENERAL INFORMATION

- A. Request: A minor amendment to a Master Site Plan for a Residential Planned Unit Development (RPUD) overlay with underlying R-6 (Multi-family Residential/Commercial) Zoning for the development of single family attached townhomes and a variance to reduce the rear (east) setback from 15 feet to 12.5 feet to allow for perpendicular 2 foot wall extensions.
- B. Proposed Use: The 2 foot wall extensions are necessary to meet fire code to allow for the installation of sliding glass patio doors on the rear walls of the units.
- C. Location: 4190 78th Ave (Located on 42nd Lane between 76th Ave and 78th Ave)
- D. Site Area: 1.4 acres (M.O.L.)
- E. Land Use Designation: CRD (Community Redevelopment District)
- Zoning Classification: RPUD (Residential Planned Unit Development) overlay with underlying R-6 (Multi-family Residential/Commercial) Zoning
- F. Public Notification: November 5, 2018
- G. Legal Advertising: November 5, 2018
- H. Legal Description:

THE EAST 100 FEET OF THE WEST 410.5 FEET OF THE NORTH ½ OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, LESS 33 FEET OF THE NORTH END AND LESS 20 FEET OF THE SOUTH END FOR PUBLIC STREET PURPOSES ABOVE RECORDED TRACT OTHERWISE KNOWN AS LOT 18, BLOCK 2, ACCORDING TO THE UNRECORDED PLAT OF THE HAINES ROAD FARMS.

II. SITE AND VICINITY CHARACTERISTICS

A. Zoning/Development History:

In April 2018, City Council approved the adoption of a Master Plan for an RPUD (Residential Planned Unit Development) for the development of 21 single family attached townhomes. The following items were approved concurrently:

1. Conditional Use to allow up to 15 dwelling units per acre;
2. Variance to create a substandard private right-of-way (a 20 foot wide one-way road running north to south in front of the townhomes);
3. Waiver to the requirement for sidewalks on both sides of the road to allow for a sidewalk on the east side only;
4. Variance to reduce minimum lot frontage on the private road from 40 feet to 18 feet;
5. Variance to reduce minimum lot width in the R-6 Zoning District from 100 feet to 18 feet;
6. Variance to increase maximum block length from 600 feet to 600.73 feet;
7. Variance to reduce minimum block width from two tiers of lots to one;
8. Variance to intersection design standards for a local street intersecting with a collector street;
9. Variance to improvements to an abutting right-of-way (78th Avenue); and
10. Variance to building design standards for staggering of building facades.

In addition, the amended Master Site Plan adopted by City Council in April 2018 included a proposed rear (east) setback of 15 feet, which was less than the 20 foot required setback.

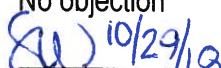
B. Site Characteristics:

The site is a rectangular shaped parcel with frontage on 76th and 78th Avenues. A permit application was submitted by the developer in September 2018 for site work including grading, stormwater management, landscaping, and utilities.

C. Vicinity Characteristics:

AREA	ZONING	LAND USE	EXISTING CONDITIONS
NORTH	R-1	RU	Single family dwellings
SOUTH	B-1	CRD	Public Storage
EAST	R-6	CRD	Sawgrass apartments
WEST	R-6	CRD	Vacant, previously a day care center

D. Essential Services Summary:

Planning & Zoning Director:	No objection
Building Development Director:	No objection
Life Safety Management:	No objection/Comment
<i>Request approved. All development to comply with the Florida Fire Prevention Code.</i>	
Police Department Crime Prevention Officer:	No objection
<u>Public Works Divisions:</u>	
Public Works Administrator:	No objection
Construction Services Director:	No objection
Utilities Director:	No objection
Transportation & Stormwater Director:	No objection
PPWMD Executive Director:	No objection
Pinellas County Schools:	No response received
CRA Coordinator:	No objection
Community Development Administrator:	

III. MASTER PLAN REVIEW

(Only one aspect of Master Plan Review is relevant for the requested amendment.)

Sufficiency of setbacks, screens, buffers and general amenities to preserve internal and external harmony and compatibility with uses inside and outside the proposed development and to control adverse effects of noise, lights, dust, fumes, and other nuisances.

Analysis: The applicant proposes to reduce the rear (east) setback from 15 feet to 12.5 feet to allow for construction of perpendicular 2 foot wall extensions. The 2 foot wall extensions are necessary to meet fire code to allow for the installation of sliding glass patio doors on the rear walls of the units.

IV. MOTION

After reviewing the amended Master Plan, I move to APPROVE/DENY Case No. PUD 2018-2R for the acceptance of a minor amendment to the Master Plan within an RPUD (Residential Planned Unit Development) with underlying R-6 Multi-family Residential/Commercial Zoning to reduce the rear (east) setback from 15 feet to 12.5 feet to allow for perpendicular 2 foot wall extensions, subject to the following condition:

1. All previous conditions of the Master Site Plan, Conditional Uses, Variances, and Waivers approved for PUD 2018-2 shall remain in full force and effect.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, FLORIDA, ADOPTING AN AMENDED MASTER PLAN CONTROLLING DEVELOPMENT OF A RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD) WITH UNDERLYING R-6 (Multi-family Residential/Commercial) ZONING ON A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 4190 78TH AVENUE AND MORE PARTICULARLY DESCRIBED IN **EXHIBIT "A"** WHICH IS ATTACHED HERETO AND MADE A PART THEREOF; ADOPTING A REVISED MASTER PLAN AND SUPPORTING DOCUMENTATION FOR THE DEVELOPMENT OF A 21-LOT SINGLE FAMILY ATTACHED SUBDIVISION; IMPOSING CONDITIONS OF DEVELOPMENT; CERTIFYING CONSISTENCY WITH THE CITY'S ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. (PUD 2018-2R, Nineteen60 Capital Fund, LLC)

WHEREAS, the City Council reviewed Case No. PUD 2008-1 and adopted Ordinance No. 3613 on March 27, 2008, adopting a Residential Planned Unit Development (RPUD) and a supporting Master Site Plan on a property being 1.401 acres (MOL) in size and generally located at 4190 78th Avenue;

WHEREAS, the City Council reviewed Case No. PUD 2018-2 and adopted Ordinance No. 4060 on April 12, 2018, adopting an amended Master Site Plan controlling development of a Residential Planned Unit Development (RPUD) on a property being 1.401 acres (MOL) in size and generally located at 4190 78th Avenue and has received a revised Master Site Plan for review;

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

SECTION ONE: That the attached revised Master Plan, last revised on May 15, 2018, is hereby adopted as the Master Plan for the purpose of controlling development on the 1.401 acres MOL parcel of land generally located at 4190 78th Avenue and more particularly described as follows:

THOSE PARCELS LEGALLY DESCRIBED IN **EXHIBIT "A"** WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

SECTION TWO: That the following attached **Exhibit "B"** shall be controlling as to the development of said RPUD, and is adopted as part of this ordinance as:

EXHIBIT "B"- MASTER PLAN

and, that the following conditions of approval be adopted:

Development controls are established through the development order, consisting of the application, staff report and preliminary and final site plans, along with any accompanying text or graphics that constitute land development regulations applicable to the subject site. The submitted site plan, prepared by Deuel and Associates, last revised on May 15, 2018, and as may be directed by City Council to revise as a result of their review, shall be accepted as the controlling site plan for the development. All regulations not addressed in the site plan and supporting documentation shall default to Code in effect at the time of the "RPUD" Residential Planned Unit Development adoption.

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

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

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

FIRST READING THE _____ DAY OF _____, 20__.
PUBLISHED THE _____ DAY OF _____, 20__.
PUBLIC HEARING THE _____ DAY OF _____, 20__.
PASSED THIS _____ DAY OF _____, 20__.

AYES:

NAYES:

ABSENT:

ABSTAIN:

APPROVED THIS _____ DAY OF _____, 20__.

Sandra L. Bradbury
MAYOR

ATTEST:

Diane M. Corna, MMC
CITY CLERK

Exhibit "A"

THE EAST 100 FEET OF THE WEST 410.5 FEET OF THE NORTH ½ OF THE
NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27,
TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY FLORIDA, LESS
33 FEET OF THE NORTH END AND LESS 20 FEET OF THE SOUTH END FOR
PUBLIC STREET PURPOSES ABOVE RECORDED TRACT OTHERWISE KNOWN AS
LOT 18, BLOCK 2, ACCORDING TO THE UNRECORDED PLAT OF THE HAINES
ROAD FARMS.

EXHIBIT "B"

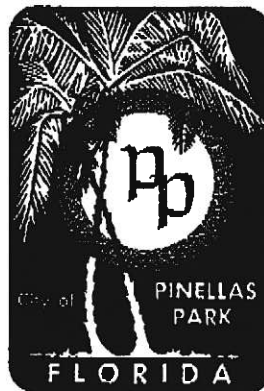
MASTER SITE PLAN

(prepared by Deuel & Associates, last revised on May 15, 2018)

City of

PINELLAS PARK

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



FLORIDA

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

Please Respond To:

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

October 29, 2018

Ms. Erica Lindquist
Planning and Zoning Coordinator
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #18-333
Ordinance for PUD 2018-2R

Dear Ms. Lindquist:

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

Very truly yours,

James W. Denhardt
City Attorney

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

JWD/dh

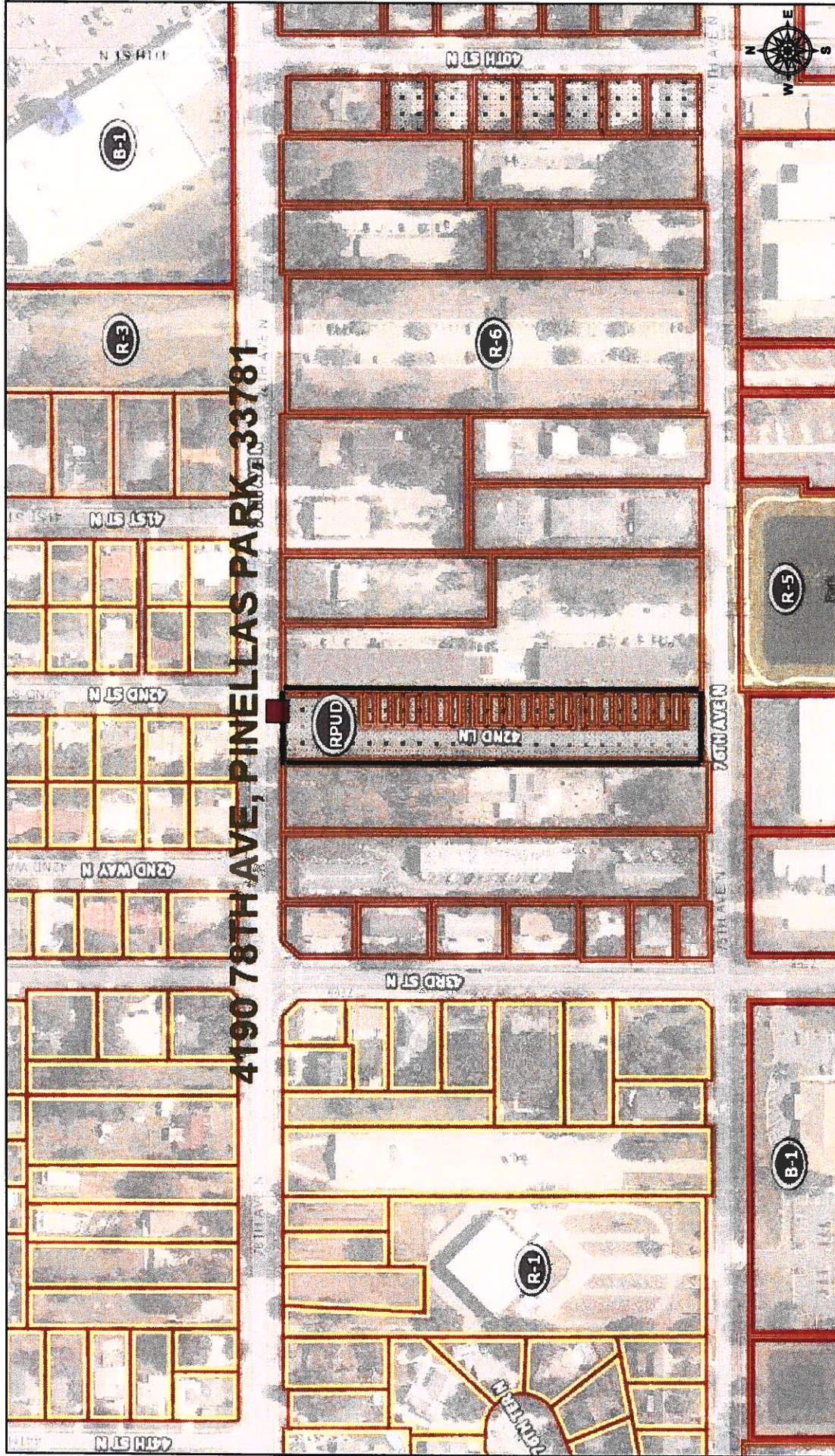
18-333.10292018.LEL.PUD2018-2R Ord.wpd



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C7

4190 78th Ave RPUD

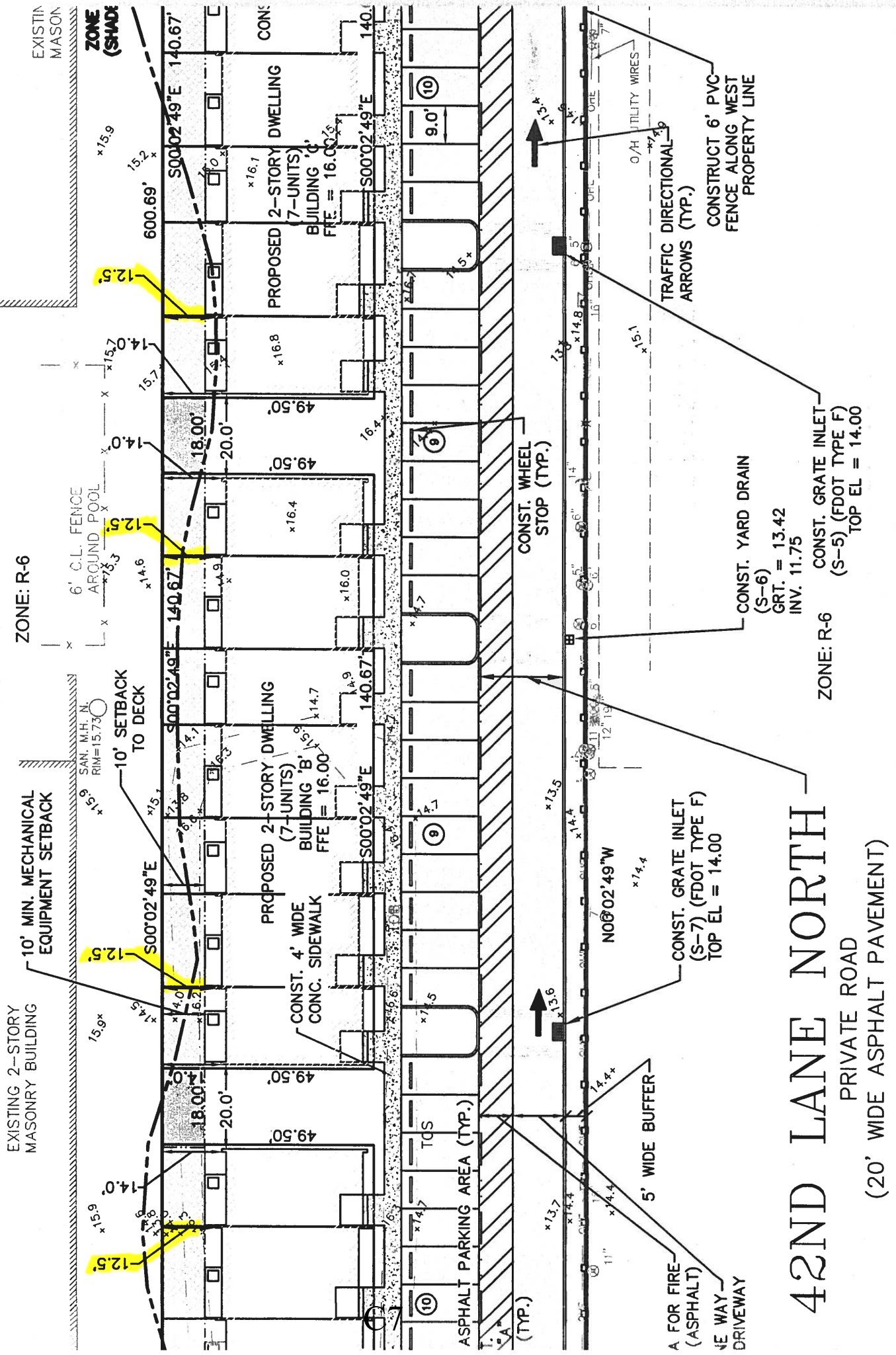


September 12, 2018

Centerlines

Private Roads

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



City of Pinellas Park, Florida
APPLICATION FOR PLANNED UNIT DEVELOPMENT (PUD)

FOR OFFICE USE ONLY

CASE #: PUD 2018-2R PZ MEETING: N/A C/CRA MEETING: 10.11.18 City Council
PLAT SHEET: E-4 RELATED CASES: PUD 2018-2 RECEIPT NUMBER: 243176
ZONING DISTRICT: RPUD LAND USE DESIGNATION: CRD DATE RECEIVED: 9/6/2018

REQUEST AND PROPERTY INFORMATION

REQUEST: Minor Amendment to Residential Planned Unit Development (RPUD) located at 4190 78th Avenue,

See attached Minor Amendment Request and Property Information Narrative

GENERAL LOCATION OF PROPERTY OR ADDRESS: Subject property is located west of Parkwood Townhomes community on
42nd Lane N. (Private Road) between 76th Avenue N. and 78th Avenue N. in Pinellas Park [4190 - 78th Avenue]

PROPERTY SIZE (Acreage or Square Feet): 1.40 Acres

CURRENT USE, NUMBER AND TYPE OF BUILDINGS: Condo Common Area - Open/Green Space (939) + Vacant PUD (0033)

PARCEL NUMBER(S): 27-30-16-66869-000-0001 + 27-30-16-66869-001-0010 to 0070 +
27-30-16-66869-002-0010 to 0070 + 27-30-16-66869-003-0010 to 0070

LEGAL DESCRIPTION: LOT _____, BLOCK _____, SUBDIVISION _____

OR METES AND BOUNDS DESCRIPTION (attach if lengthy): Please refer to the Site Plan submitted.

OWNER/APPLICANT INFORMATION

PROPERTY OWNER: Nineteen60 Capital Fund LLC PHONE: (303) 960-2284

ADDRESS/CITY/ZIP: P.O. Box 22, St. Petersburg, Florida 33731

AUTHORIZED AGENT: Brian A. Barker, PE [Deuel & Associates] PHONE: (727) 822-4151 ext 203

ADDRESS/CITY/ZIP: 565 S. Hercules Avenue, Clearwater, Florida 33764

OTHER REPRESENTATIVE: _____ PHONE: (_____) _____

ADDRESS/CITY/ZIP: _____

MINOR AMENDMENT REQUEST AND PROPERTY INFORMATION NARRATIVE

MINOR AMENDMENT REQUEST:

The minor amendment request is to reduce the rear yard setback from 15.0-feet to 12.5-feet to allow for construction of perpendicular 2-foot wall extensions. The east facing walls will meet a minimum of 14.0 foot setback from the east property line. The 2-foot perpendicular wall extensions allow for the construction of sliding glass doors at the rear of the units that would otherwise not be allowed to be installed due to fire code restrictions.

Owner / Applicant: Ninteen60 Capital Fund LLC

**Parcel Numbers: 27-30-16-66869-000-0001 +
27-30-16-66869-001-0010 to 0070 +
27-30-16-66869-002-0010 to 0070 +
27-30-16-66869-003-0010 to 0070**

AFFIDAVIT OF OWNERSHIP

STATE OF FLORIDA - COUNTY OF PINELLAS:

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

Ninetten60 Capital Fund LLC

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

ADDRESS OR GENERAL LOCATION:

Pinellas County Parcel Numbers: 27-30-16-66869-000-0001 + 27-30-16-66869-001-0010 to 0070 + 27-30-16-66869-002-0010 to 0070 + 27-30-16-66869-003-0010 to 0070

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

See attached "Exhibit A"

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

Minor Amendment to Residential Planned Unit Development (RPUD) located at 4190 78th Avenue, Pinellas Park, FL to reduce the Rear [East] Setback from 15-feet to 12.5-feet [see attached Request]

3. That the undersigned (has/have) appointed and (does/do) appoint Brian Barker, Deuel & Assoc. as (his/their) agent(s) to execute any petitions or other documents necessary to affect such application.

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

Ronald Klein

SIGNED (PROPERTY OWNER)

[Signature]

SIGNED (PROPERTY OWNER)

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 25th Day of January 2018
(Date)

By Ronald Klein
(Name of person acknowledging and title of position)

Ryan McDermott
State of Florida
My Commission Expires 08/25/2020
Commission No. GG 24838

is personally known to me or who has produced Colorado State Driver License
(Type of Identification)
as identification and who did (did not) take an oath.

[Signature] Notary Public, Commission No. GG 24838

Ryan McDermott Name of Notary typed, printed or stamped)

(SEAL ABOVE)



City of Pinellas Park, Florida
Minor Amendment Request for Planned Unit Development (PUD)
Parkwood Townhomes PUD

EXHIBIT "A"

THE EAST 100 FEET OF THE WEST 410.5 FEET OF THE NORTH ½ OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY FLORIDA, LESS 33 FEET OF THE NORTH END AND LESS 20 FEET OF THE SOUTH END FOR PUBLIC STREET PURPOSES ABOVE RECORDED TRACT OTHERWISE KNOWN AS LOT 18, BLOCK 2, ACCORDING TO THE UNRECORDED PLAT OF THE HAINES ROAD FARMS.

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City of Pinellas Park

Staff Report

File #: 18-615, Version: 1

Agenda Date: 11/8/2018

RESOLUTION NO. 18-30. A RESOLUTION OF THE CITY OF PINELLAS PARK, FLORIDA, PROVIDING FOR A PARTIAL REDUCTION IN LAND DEVELOPMENT FEES AS OUTLINED IN EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF, FOR ECONOMIC DEVELOPMENT ACTIVITIES ASSOCIATED WITH THE EXPANSION OF MATTER BROTHERS REAL ESTATE, AND THE REDEVELOPMENT OF THE PROPERTY LOCATED AT 7801 US HIGHWAY 19 NORTH; PROVIDING FOR AN EFFECTIVE DATE

FIRST AND FINAL READING

NOTE: Matter Brothers Real Estate (Matter Brothers Furniture), with a store and design center currently located in Pinellas Park, is interested in expanding their business, and adding a showroom to their current location at 7801 US Highway 19 North. The total estimated economic impact of this business expansion is a positive Seven Million One Hundred Eighty-Six Thousand Seven Hundred Fifteen Dollars (\$7,186,715) on the local economy. This is achieved through expenditures related to the design and construction of the proposed showroom. The project will not only add to Pinellas Park's economic vitality, but will provide value-added employment to the citizens of Pinellas Park. To ease the financial burden of their expansion, Matter Brothers Real Estate, has submitted an Economic Development Incentive Application requesting a partial waiver of the estimated Fifty-Seven Thousand Dollars (\$57,000) in City Land Development Fees. If approved, the accompanying Resolution waives up to, and not to exceed, the amount of Twenty Thousand Dollars (\$20,000) of the City's Land Development fees for up to one (1) year. Matter Brothers Real Estate qualifies for consideration of receipt of the incentive, and has met all of the criteria for eligibility established in Ordinance No. 4023, approved by City Council August 10, 2017.

ACTION: (Adopt - Deny) Resolution No. 18-30.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PINELLAS PARK, FLORIDA, PROVIDING FOR ~~A PARTIAL REDUCTION IN LAND DEVELOPMENT FEES AS OUTLINED IN EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF,~~ FOR ECONOMIC DEVELOPMENT ACTIVITIES ASSOCIATED WITH THE EXPANSION OF MATTER BROTHERS REAL ESTATE, AND THE REDEVELOPMENT OF THE PROPERTY LOCATED AT 7801 US HIGHWAY 19 NORTH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City seeks to attract and retain businesses and jobs; and

WHEREAS, on August 10, 2017, the City Council approved Ordinance No. 4023, an Ordinance amending Chapter 18 (Land Development Code) of the Code of Ordinances of the City of Pinellas Park Florida, by amending section 18-1501 "Administrative and Legal Provisions" by creating a new subsection 18-1501.33 pertaining to economic development; by providing for a partial reduction in land development fees for certain businesses within the City that expand and enlarge and remain within the City; and

WHEREAS, Matter Brothers Real Estate (Matter Brothers Furniture), with a store and design center currently located at 7801 US Highway 19 North in Pinellas Park, FL, is interested in expanding their business, and adding a showroom to their current location; and

WHEREAS, the project meets established criteria, is supported by local government and will provide additional jobs and value-added employment to the citizens of Pinellas Park; and

WHEREAS, the Mayor and City Council of the City of Pinellas Park, Pinellas County, Florida, recognize that the expenditure of public funds to support economic development activities which retain businesses and create jobs is vital to the public purpose of employing citizens of Pinellas Park and ensuring the City's economic vitality;

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

SECTION ONE: That the fees contained in Exhibit "A", "Schedule of Fee Waiver" which is attached hereto and made a part hereof, be waived for Matter Brothers Real Estate (Matter Brothers Furniture), with a store and design center currently located at 7801 US Highway 19 North in Pinellas Park, FL, interested in expanding their business and adding a showroom to their current location, for Land Development Fees for a period of 1 year from the effective date of this Resolution. This recommendation is based upon the expansion of the business, and the creation of 25 additional jobs in Pinellas Park.

SECTION TWO: That fee waivers shall only be granted for Matter Brothers Real Estate (Matter Brothers Furniture), and redevelopment associated with the property located at 7801 US Highway 19 North.

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

ADOPTED THIS _____ DAY OF _____, 2018.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS _____ DAY OF _____, 2018.

Sandra L. Bradbury
MAYOR

ATTEST:

Diane M. Corna, MMC
CITY CLERK

EXHIBIT "A"**Schedule of Fee Waiver**

Based upon the appropriate fee calculation per the Administrative Fee Schedule for the City, and the proposed plan, the Land Development fees for this project were estimated to be approximately Fifty Seven Thousand Dollars \$57,000. The total estimated economic impact of this business expansion is a positive Seven Million One Hundred Eighty-Six Thousand Seven Hundred and Fifteen Dollars (\$7,186,715) on the local economy. This is achieved through expenditures related to the design and construction of the proposed showroom.

In no event will the waiver of Land Development Fees exceed the sum of \$20,000.00, or the term of 1 year.

<u>Fees</u>	<u>Estimated Value</u>
Land Development (1 yr.) Permits, plan review and inspections	\$20,000.00
Total - Not to Exceed	\$20,000.00

City of
PINELLAS PARK

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

Please Respond To:

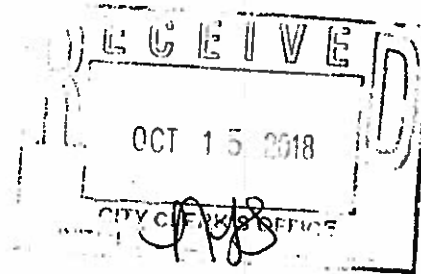
James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

**FLORIDA**

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

October 12, 2018

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



RE: City Document #18-295
Matter Brothers Resolution

Dear Ms. Conte:

I have received and reviewed the above-mentioned Resolution providing for a partial reduction in Land Development fees for Matter Brothers real estate. I would approve of the Resolution 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, Asst. City Manager
Susan Walker, Community Development Administrator

LCR/law
18-295,10122018 LAC,MatterBros.wpd



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City of Pinellas Park

Staff Report

File #: 18-644, **Version:** 1

Agenda Date: 11/8/2018

AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO ACCEPT A PERPETUAL UTILITY EASEMENT FROM TSE INDUSTRIES, INC. - 5260 113th Avenue North

NOTE: The City of Pinellas Park has requested a utility easement from TSE Industries, Inc. to accommodate existing utility equipment, and for the future maintenance and operation of said equipment at 5260 113th Avenue North. This easement will be replacing an insufficient easement that is scheduled to be vacated.

ACTION: (Approve - Deny) Authorization for the Mayor to accept a utility easement from TSE Industries, Inc. at 5260 113th Avenue North.

UTILITY EASEMENT

THIS INDENTURE, Made this _____ day of _____ A.D., 2018, between TSE Industries, Inc., a Florida corporation, located at 4370 112th Terrace North, Clearwater, Florida, 33762, attention: Richard Klingel (“**Grantor**”), and the City of Pinellas Park, with offices at 5141 78th Avenue North, Pinellas Park, FL 33781, (“**Grantee**”). (*“Grantor” and “Grantee” are used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders, as context requires.*)

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 Grantee, the receipt whereof is hereby acknowledged, hereby grants and releases unto Grantee a non-exclusive **Utility Easement** over, across and through that portion of Parcel ID# 16/30/16/57676/000/0250, property address 5260 113th Avenue North, Clearwater, Florida, 33760. “Further described in the legal description and sketch attached hereto as Exhibit “A” and “B” and made a part hereof.”

See Attached Legal Description and Sketch, Exhibit “A” and “B”:

This easement shall include the right of Grantee to use, access and provide service to the sanitary force main facilities to be located within the Utility Easement Area. Grantee shall be responsible for repair and replacement of the sanitary sewer force main pipe and appurtenances. Grantor proposed to construct a roof overhead that will be open on the east a west sides as well as pavement over the area beneath the roof to provide access between Grantors existing and proposed buildings. Grantor will be responsible for removing the pavement upon receipt of notice from Grantee. Grantor recognizes that Grantee may need immediate access to Grantee’s sanitary sewer force main to accomplish emergency repairs. Grantor will hold Grantee harmless for damages to Grantors facilities and Grantor will be responsible for restoring the area to original condition without claim of damages to Grantee. Grantee covenants not to unreasonably disturb or interfere with the use of the Utility Easement Area by Grantor, its tenants, contractors, agents, employees, guests and invitees. Grantor retains the right to use the Utility Easement Area for access to Grantor’s adjacent property, installation of improvements not incompatible with the easement rights granted herein from time to time, and the use, repair, replacement and maintenance of the facilities within the Utility Easement Area. Grantor retains the right to grant compatible use easements of the Utility Easement Area to third parties. It is the intention of Grantor that this easement shall run with the land described above.

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

SIGNED, SEALED, AND DELIVERED IN OUR PRESENCE:

GRANTOR:

TSE Industries, Inc., a Florida corporation

OWNER / AGENT

(Wit.)

(print name below signature)

(Wit.)

(print name below signature)

STATE OF FLORIDA

COUNTY OF PINELLAS

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

(Name of person acknowledging and title of position)

TSE industries, Inc., a Florida corporation, on behalf of the company.

(SEAL ABOVE)

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

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

Exhibit "A"

LEGAL DESCRIPTION:

A 15.00 FEET WIDE UTILITY EASEMENT LYING IN LOTS 26 AND 27, MID COUNTY INDUSTRIAL CENTER, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 81, PAGE(S) 99-101, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 27; THENCE N00°14'09"E, AS AN ASSUMED REFERENCE BEARING, ALONG THE WEST BOUNDARY LINE OF SAID LOT 27, FOR A DISTANCE OF 340.43 FEET TO THE POINT OF BEGINNING; THENCE N00°14'09"E, CONTINUING ALONG SAID WEST BOUNDARY LINE, FOR A DISTANCE OF 15.00 FEET; THENCE S89°57'02"E, ALONG A LINE 5.7 FEET NORTH OF AND PARALLEL WITH THE NORTH BOUNDARY LINE OF SAID LOT 27, FOR A DISTANCE OF 8.12 FEET; THENCE N44°59'38"E, FOR A DISTANCE OF 20.09 FEET; THENCE S89°57'02"E, FOR A DISTANCE OF 111.20 FEET; THENCE S44°59'39"E, FOR A DISTANCE OF 20.06 FEET; THENCE S89°57'02"E, ALONG A LINE 5.7 FEET NORTH OF AND PARALLEL WITH THE SAID NORTH BOUNDARY LINE OF LOT 27, FOR A DISTANCE OF 128.68 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF 53RD STREET NORTH, (80 FEET WIDE RIGHT-OF-WAY), AND A POINT ON A NON-TANGENT CURVE; THENCE SOUTHEASTERLY, 16.60 FEET, ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 100.00 FEET AND A CHORD BEARING AND DISTANCE OF S25°09'16"E, 16.58 FEET; THENCE N89°57'02"W, FOR A DISTANCE OF 141.95 FEET; THENCE N44°59'39"W, FOR A DISTANCE OF 20.06 FEET; THENCE N89°57'02"W, ALONG A LINE 4.9 FEET NORTH OF AND PARALLEL WITH THE SAID NORTH BOUNDARY LINE OF LOT 27, FOR A DISTANCE OF 98.77 FEET; THENCE S44°59'38"W, FOR A DISTANCE OF 20.09 FEET; THENCE N89°57'02"W, FOR A DISTANCE OF 14.39 FEET TO THE POINT OF BEGINNING.
CONTAINING 4,371 SQUARE FEET, MORE OR LESS.

BEARINGS SHOWN HEREON ARE BASED ON THE WEST BOUNDARY LINE OF LOT 27, MID COUNTY INDUSTRIAL CENTER, WHICH BEARS N00°14'09"E, (ASSUMED).

THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THE UNDERSIGNED MAKES NO GUARANTEES AS TO THE EXISTENCE, SIZE OR LOCATION OF EASEMENTS, SETBACK LINES, RIGHTS OF WAY, AGREEMENTS OR SIMILAR MATTERS.
SKETCH PREPARED FOR AURORA CIVIL ENGINEERING, INC.

SKETCH AND DESCRIPTION
THIS IS NOT A SURVEY

JOB NO. 18-250 EASE REV
NOT VALID WITHOUT SHEET 2
SHEET 1 OF 2

DATE PREPARED: 08-31-2018


Alvie F. Griffith 8-31-18
ALVIE F. GRIFFITH DATE

FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 6005
LICENSED BUSINESS NO. 8106

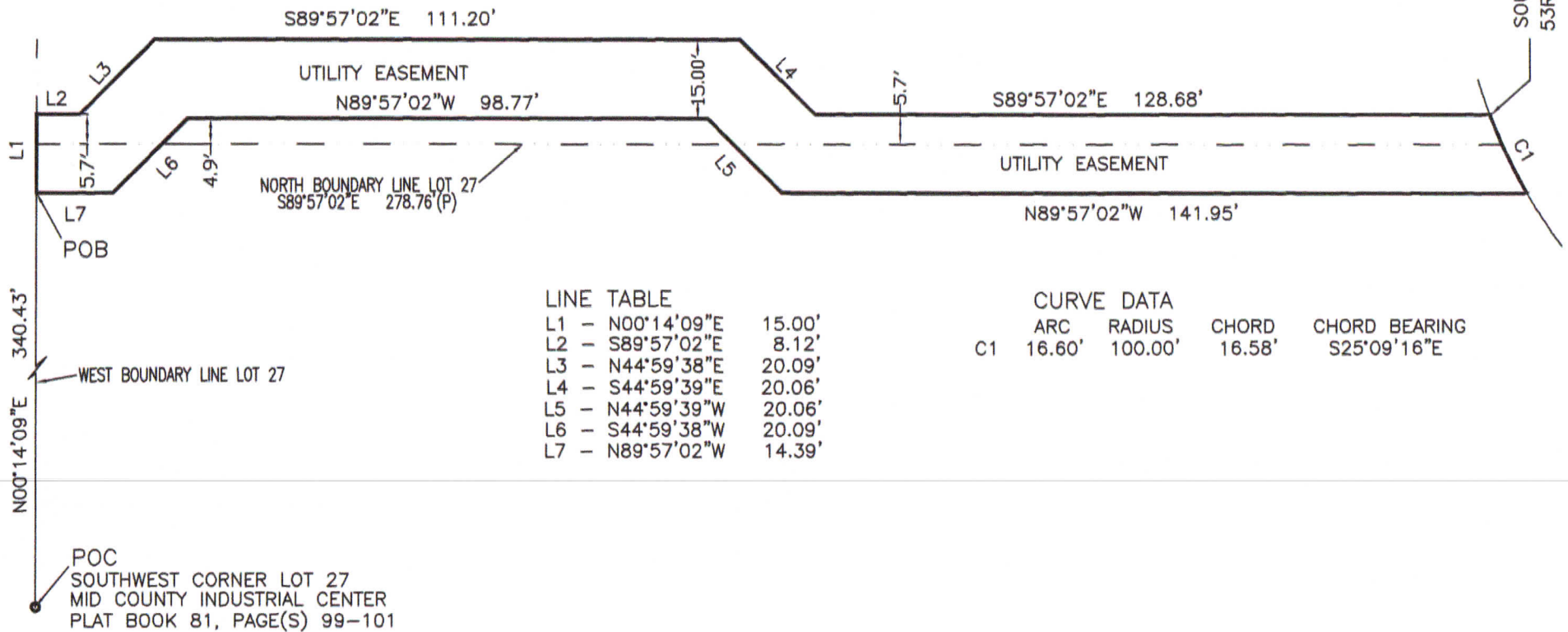
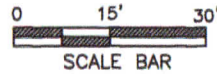
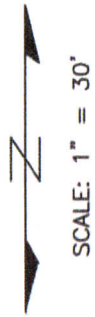


123 FLAGSHIP DRIVE, LUTZ, FL. 33549
Phone: (813) 388-2484

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

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

Exhibit "B"



LINE TABLE

L1	-	N00°14'09"E	15.00'
L2	-	S89°57'02"E	8.12'
L3	-	N44°59'38"E	20.09'
L4	-	S44°59'39"E	20.06'
L5	-	N44°59'39"W	20.06'
L6	-	S44°59'38"W	20.09'
L7	-	N89°57'02"W	14.39'

CURVE DATA

	ARC	RADIUS	CHORD	CHORD BEARING
C1	16.60'	100.00'	16.58'	S25°09'16"E

JOB NO. 18-250 EASE REV
NOT VALID WITHOUT SHEET 1
SHEET 2 OF 2

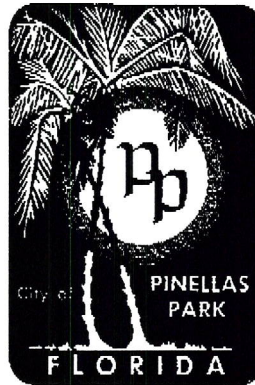
City of

PINELLAS PARK

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

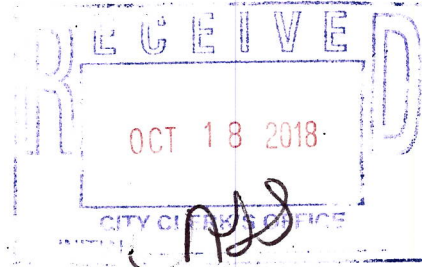
Please Respond To:

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

October 18, 2018



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

RE: City Document #18-314
Utility Easement at 5260 113th Avenue N.

Dear Mr. Petersen:

I have received and reviewed the above-referenced Utility Easement at 5260 113th Avenue North. I would 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

18-314.10162018.LAP.Utility Easement at 5260 113th Ave N.wpd



PRINTED ON RECYCLED PAPER



City of Pinellas Park

Staff Report

File #: 18-645, **Version:** 1

Agenda Date: 11/8/2018

AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO ACCEPT A RIGHT-OF-WAY EASEMENT FROM TU LUONG AND VINH BAO LUONG - 4290 70TH AVENUE N.

NOTE: The City of Pinellas Park has requested a right-of-way easement from Tu Luong and Vinh Bao Luong to increase the right-of-way width to the required width and for the installation of a potable water main, and for the future maintenance and operation of said equipment at 4290 70th Avenue N.

ACTION: (Approve - Deny) Authorization for the Mayor to accept a right-of-way easement from Tu Luong and Vinh Bao Luong at 4290 70th Avenue N.

RIGHT OF WAY EASEMENT

THIS INDENTURE, Made this _____ day of _____ A.D., 2018, between **Tu Luong**, Mailing Address 4290 70th Avenue North, Pinellas Park, Florida, 33781, & **Vinh Bao Luong**, Mailing Address 5433 63rd Street North, St. Petersburg, Florida, 33709, Party of the First Part, and the City of Pinellas Park, located at 5141 78th Avenue North, Pinellas Park, Florida, 33781, Party of the Second Part. (*"Party of the First Part" and "Party of the Second Part" are used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders, as context requires.*)

WITNESSETH, That the said Party of the First Part hereby grants for and in consideration of the sum of ten dollars (\$10.00), and other valuable considerations, in hand paid by the said Party of the Second Part, the receipt whereof is hereby acknowledged, hereby grants and releases unto the Party of the Second Part a **Right Of Way Easement** over, across and through that portion of Parcel ID# 27/30/16/10530/006/0120, Property Address, 4290 70th Avenue North, Pinellas Park, Florida, 33781, as further described below and depicted in Exhibit "A" (sketch of easement area) which is attached hereto and made a part hereof.

A RIGHT OF WAY EASEMENT OVER, ACROSS AND THROUGH THE NORTH 10.00' OF LOT 12, BLOCK 6, BOULEVARD PARK NO.1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 17, PAGE 50, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

A PARCEL CONTAINING 0.01 ACRES M.O.L.

It is the intention of the said Party of the First Part that this easement shall run with the land described above.

IN WITNESS WHEREOF, the said Party of the First Part has hereunto set his Hand and Seal the day and year first above written.

SIGNED, SEALED, AND DELIVERED IN OUR PRESENCE:

OWNER

(Wit.) _____

(print name below signature)

(Wit.) _____

(print name below signature)

Tu Luong _____

(signature)

(print name)

OWNER

(Wit.) _____

(print name below signature)

(Wit.) _____

(print name below signature)

Vinh Bao Luong _____

(Signature)

(print name)

State of Florida

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

County of Pinellas

_____ (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 _____

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

RIGHT OF WAY EASEMENT

Number of Pages

Date of Document

Signers Other than Named Above

NONE

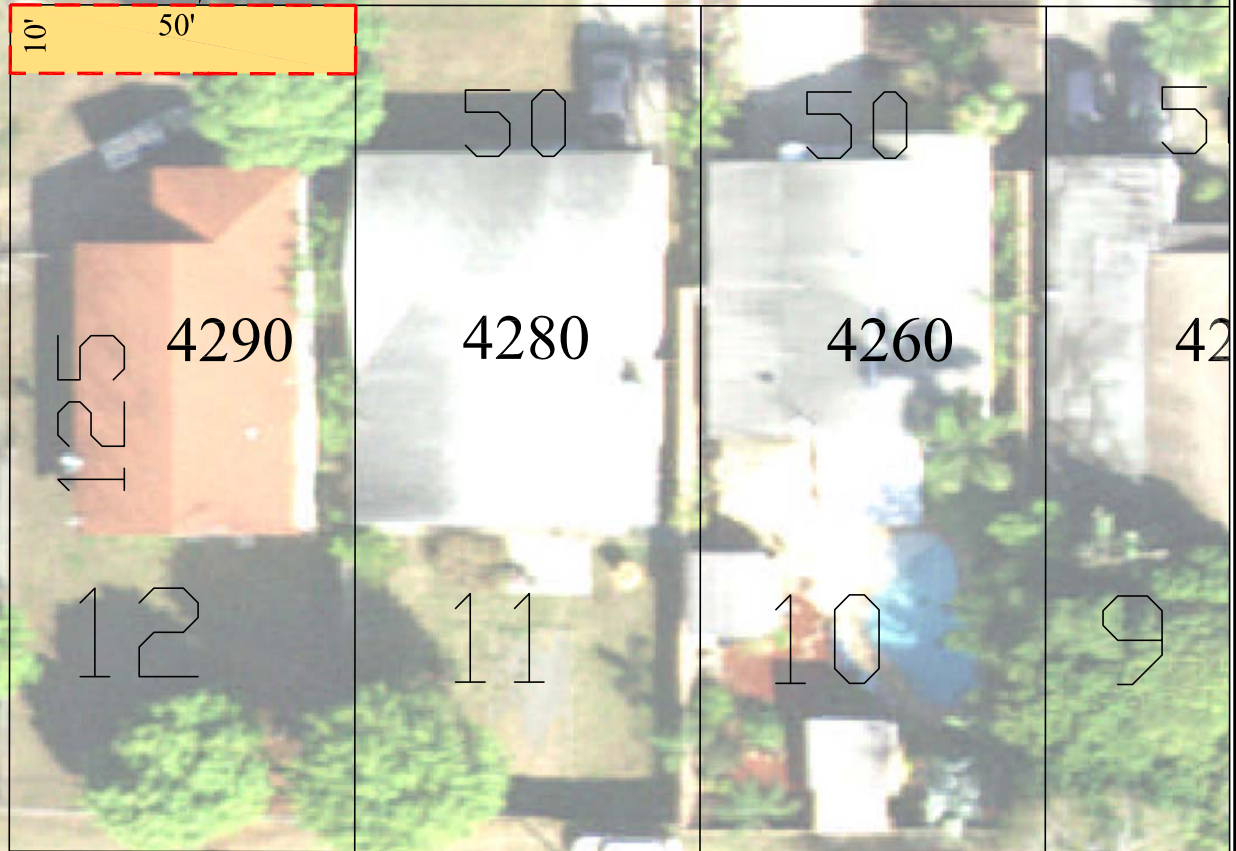
Exhibit "A"

70TH AVENUE N

70TH AVENUE N

10' x 50' RIGHT-OF-WAY EASEMENT

43RD STREET N



N ↑
1"=30'

10' x 50' RIGHT-OF-WAY EASEMENT
4290 70TH AVENUE NORTH
PINELLAS PARK, FL 33781

City of

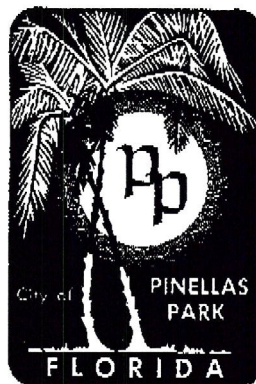
PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100

PINELLAS PARK, FL 33780-1100

Please Respond To:

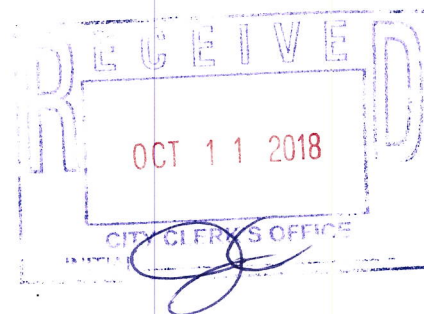
James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

**FLORIDA**

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

October 11, 2018

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



RE: City Document #18-307
Right of Way Easement at 4290 70th Avenue

Dear Mr. Petersen:

I have received and reviewed the above-mentioned Right of Way Easement. The title "Exhibit A" should be removed from the legal description that is incorporated into the easement and the sketch of the easement area should be relabeled as Exhibit A instead of Exhibit B. In addition, the Witnesseth paragraph should be updated to read, "... Pinellas Park, Florida 33781, as further described below and depicted in Exhibit A (sketch of easement area) which is attached hereto and made a part hereof."

Once the above changes are incorporated, I would approve of the Right of Way Easement for 4290 70th Avenue 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

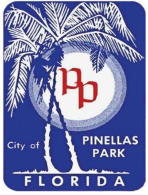
LCR/law
18-307.10112018.LAP.4290 70A.wpd



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City of Pinellas Park

Staff Report

File #: 18-646, **Version:** 1

Agenda Date: 11/8/2018

AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO ACCEPT A PERPETUAL DRAINAGE EASEMENT FROM TSE INDUSTRIES, INC. - 5260 113th Avenue North

NOTE: The City of Pinellas Park has requested a drainage easement from TSE Industries, Inc. to accommodate existing utility equipment, and for the future maintenance and operation of said equipment at 5260 113th Avenue North. This easement will be replacing an insufficient easement that is scheduled to be vacated.

ACTION: (Approve - Deny) Authorization for the Mayor to accept a drainage easement from TSE Industries, Inc. at 5260 113th Avenue North.

DRAINAGE EASEMENT

THIS INDENTURE, Made this _____ day of _____ A.D., 2018, between TSE Industries, Inc., a Florida corporation, located at 4370 112th Terrace North, Clearwater, Florida, 33762, attention: Richard Klingel (“**Grantor**”), and the City of Pinellas Park, with offices at 5141 78th Avenue North, Pinellas Park, FL 33781, (“**Grantee**”). (*“Grantor” and “Grantee” are used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders, as context requires.*)

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 Grantee, the receipt whereof is hereby acknowledged, hereby grants and releases unto Grantee a non-exclusive **Drainage Easement** over, across and through that portion of Parcel ID# 16/30/16/57676/000/0250, property address 5260 113th Avenue North, Clearwater, Florida, 33760. “Further described in the legal description and sketch attached hereto as Exhibit “A” and made a part hereof.”

See Attached Legal Description and Sketch, Exhibit “A”:

This easement shall include the right of Grantee to access for purposes of inspection, maintenance, repair or replacement, flood control, water quality monitoring, and other activities permitted by law. Grantee shall be responsible for repair and replacement of any damage to Grantor’s improvements from time to time in the Drainage Easement Area or Grantor’s property caused by or through Grantee in Grantee’s use of the Drainage Easement Area. Grantee covenants not to unreasonably disturb or interfere with the use of the Drainage Easement Area by Grantor, its tenants, contractors, agents, employees, guests and invitees. Grantor retains the right to use the Drainage Easement Area for access to Grantor’s adjacent property, installation of improvements not incompatible with the easement rights granted herein from time to time, and the use, repair, replacement and maintenance of the facilities within the Drainage Easement Area. Grantor retains the right to grant compatible use easements of the Drainage Easement Area to third parties. It is the intention of Grantor that this easement shall run with the land described above.

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

SIGNED, SEALED, AND DELIVERED IN OUR PRESENCE:

GRANTOR:

TSE Industries, Inc., a Florida corporation

OWNER / AGENT

(Wit.)

(print name below signature)

(Wit.)

(print name below signature)

STATE OF FLORIDA

COUNTY OF PINELLAS

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

(Name of person acknowledging and title of position)

TSE industries, Inc., a Florida corporation, on behalf of the company.

(SEAL ABOVE)

Notary Public signature

(Name of Notary typed, printed or stamped)

Personally known _____ or produced identification _____

Type of identification produced _____

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

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

Title or Type of Document

Drainage Easement

Number of Pages ____

Date of Document _____

Signers Other than Named Above NONE

SEC.16 , TWP. 30S., RNG. 16E.
PINELLAS COUNTY, FLORIDA

DESCRIPTION:

Exhibit "A"

113TH AVENUE NORTH

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 30; THENCE S00°16'57"W, ALONG THE EAST LINE OF SAID LOT 30, A DISTANCE OF 59.60 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°16'57"W, ALONG SAID EAST LINE, A DISTANCE OF 179.49 FEET TO A POINT ON THE NORTH LINE OF A 50 FOOT DRAINAGE AND UTILITY EASEMENT AS SHOWN ON SAID PLAT; THENCE S89°54'07"W, ALONG SAID NORTH LINE, A DISTANCE OF 9.00 FEET; THENCE DEPARTING SAID LINE, N00°16'57"E, ALONG A LINE 9.00 FEET WEST OF AND PARALLEL WITH SAID EAST LINE, A DISTANCE OF 164.66 FEET; THENCE DEPARTING SAID LINE, N89°01'44"W, A DISTANCE OF 186.01 FEET TO A POINT ON THE EAST LINE OF A 10 FOOT EASEMENT FOR DRAINAGE LYING OVER AND ACROSS SAID LOTS 28 AND 29 AS SHOWN ON SAID PLAT; THENCE N00°16'57"E, ALONG SAID EAST LINE, A DISTANCE OF 15.00 FEET; THENCE DEPARTING SAID LINE, S89°01'44"E, A DISTANCE OF 195.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,406 SQUARE FEET,
(0.101 ACRE) MORE OR LESS

LEGEND

LB	LICENSED BUSINESS
No.	NUMBER
OR	OFFICIAL RECORD BOOK
(P)	PLAT (PB 81, PG 99-101)
PB	PLAT BOOK
PG	PAGE/PAGES
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PSM	PROFESSIONAL SURVEYOR & MAPPER
R/W	RIGHT-OF-WAY
RNG.	RANGE
SEC.	SECTION
TWP.	TOWNSHIP

NOTES:

1. BEARINGS FOR THIS SKETCH OF DESCRIPTION ARE BASED ON THE EAST LINE OF LOT 30, BEING S00°16'57"W, AS SHOWN ON THE PLAT OF MID COUNTY INDUSTRIAL CENTER RECORDED IN PLAT BOOK 81, PAGES 99-101, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.
2. ADDITIONS OR DELETIONS TO THIS SKETCH OF DESCRIPTION OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED.
3. THIS SKETCH OF DESCRIPTION IS BASED ON U.S. SURVEY FEET.
4. THIS SKETCH OF DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY AND OTHER MATTERS OF RECORD. THE GEOMETRY AS DESCRIBED ON THE RECORDED DOCUMENTS AS NOTED HEREIN AND IS SUBJECT TO AN ACCURATE FIELD BOUNDARY SURVEY.
5. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1/60 OR SMALLER.
- REVISIONS: 8/29/2018: REVISED 9.00' BEARING IN DESCRIPTION

REVISIONS: 8/29/2018: REVISED 9.00' BEARING IN DESCRIPTION

DEUEL & ASSOCIATES

THIS DOCUMENT IS NOT VALID WITHOUT THE
SIGNATURE AND ORIGINAL RAISED SEAL OF A
FLORIDA LICENSED SURVEYOR AND MAPPER.

CONSULTING ENGINEERS LAND SURVEYORS LAND PLANNERS

565 SOUTH HERCULES AVENUE
CLEARWATER, FL 33764
PHONE 727.822.4151
WWW.DEUELENGINEERING.COM
CERTIFICATE OF AUTHORIZATION NUMBER 26320
LICENSED BUSINESS NUMBER 107

SKETCH OF DESCRIPTION
5260 113TH AVENUE NORTH
CLEARWATER, FLORIDA

WORK ORDER	2017-25
------------	---------

DATE: 4/27/2018

DRAWN: LKC

SCALE: 1" = 60'

SHEET NO. 1 OF 1

DANA A. WYLLIE, PSM, LS 5874

CITY OF PINELLAS PARK

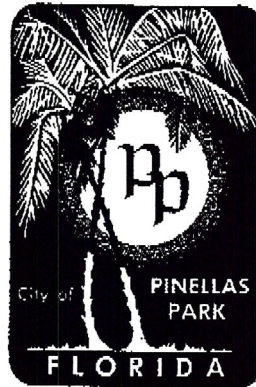
FLORIDA

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

October 15, 2018

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



RE: City Document #18-315
Drainage Easement at 5260 113th Avenue N.

Dear Mr. Petersen:

I have received and reviewed the above-referenced Drainage Easement. Assuming the legal description in Exhibit A is correct, I would approve of the Drainage 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/dh

18-315.10152018.LAP.Drainage Easement at 5260 113th Ave N.wpd



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City of Pinellas Park

Staff Report

File #: 18-647, **Version:** 1

Agenda Date: 11/8/2018

AUTHORIZATION FOR PURCHASE UNDER THE HILLSBOROUGH COUNTY CONTRACT BID #16426 - Construction Services - Bandes Construction Company, Inc.

NOTE: This item is for the purchase of construction services for the renovation of Skyview Pool. The materials, delivery and installation will be provided by Bandes Construction Company, Inc. (1368 Spalding Road, Suite C, Dunedin, FL 34698) who is currently under contract with Hillsborough County. The total cost for this project is \$446,889.00 and will be charged to account 301781-573964.

ACTION: (Approve - Deny) Authorization to purchase under Hillsborough County contract bid #16426, construction services provided by Bandes Construction Company, Inc., in the amount of \$446,889.00 to be charged to the appropriate account.

BANDES CONSTRUCTION COMPANY						
Skyview Pool Pump Room Preliminary Budget						
560 SF						
09/14/18						
		QUANTITY	UNIT PRICE	TOTAL		
DIVISION #1						
1.	General Conditions	1 ea	L.S.	40,000		
2.	Architectural / Engineering Fees	1 ea	L.S.	3,500		
3.	Permit Fees	EXCLUDE	L.S.	0		
4.	Testing	1 ea	L.S.	3,500		
	Division #1 Total			47,000	47,000	
DIVISION #2						
1.	Demolition	Palmetto	L.S.	29,677		
2.	Remove Pool Deck	500 sf	10.00	5,000		
3.	Remove Storage Room Slab / Deck	144 sf	10.00	1,440		
4.	Import Fill	1 ea	L.S.	6,830		
5.	Landscaping / Irrigation	EXCLUDE	L.S.	0		
6.	Remedial Work	1 ea	L.S.	5,400		
7.	Remove and Reinstall Fence	South Florida	L.S.	1,986		
8.	Vinyl Coated Chainlink Fencing (80 lf)	South Florida	L.S.	5,988		
9.	Protective Fence Cover	South Florida	L.S.	723		
10.	Soil Poisoning	1 ea	L.S.	350		
	Division #2 Total			57,394	57,394	
DIVISION #3						
1.	Concrete Slab (6")	Palmetto	L.S.	7,330		
2.	Canopy Foundations	6 ea	2,000.00	12,000		
3.	Pool Deck	500 sf	6.65	3,325		
4.	Deco Drain	40 lf	40.00	1,600		
5.	Equipment Pads	150 sf	30.00	4,500		
6.	Rebar	2 tns	1,000.00	2,000		
	Division #3 Total			30,755	30,755	
DIVISION #4						
1.	Masonry	0 pcs	12.00	0		
	Division #4 Total			0	0	

Page 2					
		QUANTITY	UNIT PRICE	TOTAL	
DIVISION #9					
1.	Clean Pool Deck	1 ea	L.S.	4,500	
2.	Pool Deck Coating	500 sf	12.00	6,000	
3.	Painting	1 ea	L.S.	2,500	
	Division #9 Total			13,000	13,000
DIVISION #10					
1.	Signage	4 ea	100.00	400	
2.	Fire Extinguishers	1 ea	250.00	250	
	Division #10 Total			650	650
DIVISION #13					
1.	Pool Equipment Canopy	RCP Shelters	L.S.	50,696	
	Division #13 Total			50,696	50,696
DIVISION #15					
1.	Plumbing	1 ea	3,000.00	3,000	
2.	Pool Equipment	Tri-County	L.S.	136,552	
	Division #15 Total			139,552	139,552
DIVISION #16					
1.	Electrical	FLA	L.S.	37,990	
2.	Equipment Connections	1 ea	L.S.	5,000	
	Division #16 Total			42,990	42,990
	DIRECT COST				382,037
	BUILDER'S RISK INSURANCE				1,925
	BOND				4,636
	OH&P (15%)				58,290
	POOL EQUIPMENT TOTAL				446,889
	ALLOWANCES				
	NEMA 4X Electrical Gear		9,500		
	EXCLUSIONS				
	Permit Fees				
	Landscaping / Irrigation				

	Painting					
--	----------	--	--	--	--	--

PINELLAS PARK TERM CONTRACT CONTRACTOR COST SUMMARY			
CONTRACTOR'S PROPOSAL SUMMARY			DATE: 9/26/2018
PROJECT:	Skyview Pool Pump Addition/Retrofit		
CONTRACTOR:	Bandes Construction		PHONE: 727.733.5558
CONTACT PERSON:	Tom Pavel (813) 727-4497		FAX: 727.738.8225
1 Cost Summary			
RS MEANS DIVISIONS			COST
Division	1 General Requirements		\$82,680.00
Division	2 Existing Conditions		\$100,948.48
Division	3 Concrete		\$76,280.60
Division	9 Finishes		\$22,748.00
Division	10 Specialties		\$1,046.53
Division	13 Special Construction		\$89,448.35
Division	22 Plumbing		\$240,029.99
Division	26 Electrical		\$74,349.66
SUB-TOTAL=			\$687,531.61
Contractor's Multiplier			0.650
SUB-TOTAL=			\$ 446,895.55
Negotiated Amount = < \$ (6.55)			\$ 446,889.00
TOTAL for CSI schedule work =			\$ 446,889.00
2 NON-PRICED ITEMS			
1.			\$ -
2.			\$ -
3.			\$ -
SUB-TOTAL=			\$ 446,889.00
3 PERMIT ALLOWANCE:			\$ -
TOTAL WORK ORDER PRICE:			\$446,889.00
4 PROJECT TIME: SUBSTANTIAL COMPLETION <u>55</u> DAYS: FINAL COMPLETION <u>60</u> DAYS			
SUBMITTED BY: _____			DATE: _____
ACCEPTED BY: _____			DATE: _____
PROJECT MANAGER: _____			DATE: _____
PROFESSIONAL: _____			DATE: _____

Cost Estimate Report

Date: 09/26/2018

Pinellas Park

9040 54th Way
Pinellas Park, FL, 33782

Skyview Pool Pump Room

Year 2018

Unit Summary Report

Prepared By: Tom Pavel

Bandes Construction Co

Division	Description	Total
Division 01	General Requirements	\$82,680.00
Division 02	Existing Conditions	\$100,948.48
Division 03	Concrete	\$76,280.60
Division 09	Finishes	\$22,748.00
Division 10	Specialties	\$1,046.53
Division 13	Special Construction	\$89,448.35
Division 22	Plumbing	\$240,029.99
Division 26	Electrical	\$74,349.66
Subtotal		\$687,531.61
General Contractor's Markup on Subs		0.00% \$0.00
Subtotal		\$687,531.61
General Conditions		0.00% \$0.00
Subtotal		\$687,531.61
General Contractor's Overhead and Profit		0.00% \$0.00
Grand Total		\$687,531.61

CONTRACTOR'S PROJECT COST SUMMARY REPORT

CONTRACTOR NAME: Bandes Construction Company, Inc.

PHONE NUMBER: 727.733.5558

DATE: 9/26/2018

PROJECT NAME: Skyview Pool Pump Addition/Retrofit

	<u>PROPOSED</u>		<u>COSTS</u>	<u>SUB-TOTAL</u>	<u>PERCENT OF TOTAL</u>
	<u>MBE PARTICIPATION</u>				
Materials Cost	\$	-	\$ 115,827.00		
Materials Cost	\$	-	\$ -		
Materials Cost	\$	-	\$ -		
Sub-total		\$	115,827.00	\$ 115,827.00	\$ 0.26
<hr/>					
Palmetto	\$	-	\$ 35,837.00		
South FL Fence	\$	-	\$ 8,697.00		
RCP Shelters	\$	-	\$ 50,696.00		
Tri-County	\$	-	\$ 139,552.00		
FLA Electric	\$	-	\$ 37,990.00		
Sub-total		\$	272,772.00	\$ 272,772.00	\$ 0.61
<hr/>					
Professional Fees	\$	-	\$ -		
Sub-total				\$ -	\$ -
<hr/>					
Overhead & Profit		\$	58,290.00		
Sub-total		\$	58,290.00	\$ 58,290.00	\$ 0.13
<hr/>					
Work Order Price		\$	-		
Sub-total				\$ 446,889.00	\$ 1.00
<hr/>					
Permit Fees		\$	-		
Sub-total		\$	-	\$ -	
<hr/>					

MBE Participation Total = \$ -

Work Order Total = \$ 446,889.00

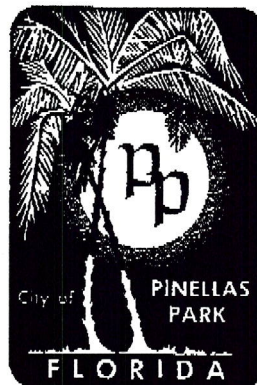
City of

PINELLAS PARK

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

Please Respond To:

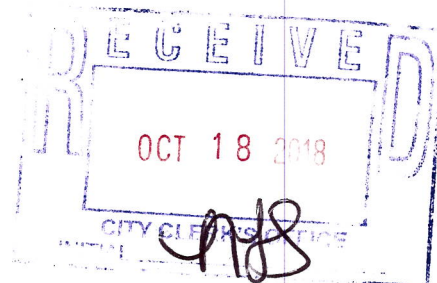
James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

**FLORIDA**

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

October 17, 2018

Mr. Steve Majko
Fleet & Facilities Director
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100



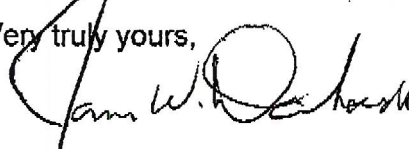
RE: City Document #18-309
Hillsborough County Piggyback - Design/Build Skyview Pool Renovations

Dear Mr. Majko:

I have received and reviewed the above-referenced Design/Build Contract for Skyview equipment room renovations, which is a proposed piggyback of Hillsborough County Contract Bid No. 16426 with Bades Construction Company. I have also received and reviewed the proposal from Bades Construction Company and the Purchasing Director's approval to piggyback the Hillsborough County Contract.

After a review of all the items sent to our office, if the Purchasing Director and Public Works Department agree that the services and specifications in the Hillsborough County Contract are the same services and specifications required for the Design/Build of the Skyview Pool equipment room renovations, it would appear that the Contract from Hillsborough County is able to be piggybacked. Assuming the above is accurate, I would approve of the proposed Contract 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

18-309,10172018,LSM,Hillsborough Cty Piggyback for Skyview Pool.wpd



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City of Pinellas Park

Staff Report

File #: 18-649, **Version:** 1

Agenda Date: 11/8/2018

AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO ACCEPT A PERPETUAL UTILITY AND INGRESS-EGRESS EASEMENT FROM TAMPA BAY LUXURY IMPORTS LLC - 3033 Gandy Blvd.

NOTE: The City of Pinellas Park has requested a utility and ingress-egress easement from Tampa Bay Luxury Imports LLC to accommodate new utility equipment, and for the future maintenance and operation of said equipment at 3033 Gandy Blvd.

ACTION: (Approve - Deny) Authorization for the Mayor to accept a utility and ingress-egress easement from Tampa Bay Luxury Imports LLC at 3033 Gandy Blvd.

UTILITY AND INGRESS-EGRESS EASEMENT

THIS INDENTURE, Made this _____ day of _____ A.D., 2018 between **Tampa Bay Luxury Imports LLC**, Mailing Address 2003 US 27 South, Sebring, Florida, 33870, ("**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 and Ingress-Egress Easement** over, across and through that portion of Parcel ID# 26/30/16/30367/001/0020, Property Address, 3033 Gandy Boulevard, Pinellas Park, Florida, 33782, further described in the legal description and sketch 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)

Tampa Bay Luxury Imports LLC

(Wit.) _____

(print name below signature)

(signature)

(print name)

State of Florida

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

County of

(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 and Ingress-Egress Easement

Number of Pages ____

Date of Document _____

Signers Other than Named Above NONE

"Exhibit A"

LEGAL DESCRIPTION

A portion of Lot 2, 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, being lands described thereon as "Private Ingress-Egress and Utility Easement," more particularly described as follows:

From the most Southerly corner of said Lot 2 as the POINT OF BEGINNING; thence N.44°55'25"W. along the Southwesterly line of said Lot 2, said line also being the Northeasterly right-of-way line of Grand Avenue, 103.90 feet to the most Southerly corner of Lot 1, Block 1 of said GATEWAY CENTRE BUSINESS PARK PARCELS 5 AND 6 PARTIAL REPLAT; thence N.45°08'12"E. along the Northwesterly line of said Lot 2, said line also being the Southeasterly line of said Lot 1, 80.00 feet to the most Northerly corner of a "Private Ingress-Egress and Utility Easement" as shown on said plat; thence S.44°55'25"E. along the Northeasterly line of said "Private Ingress-Egress and Utility Easement," 103.82 feet to a point of intersection with the Southeasterly line of said Lot 2, said line also being the Northwesterly right-of-way line of Gandy Boulevard; thence S.45°04'35"W. along said Southeasterly lot line and said Northwesterly right-of-way line, 80.00 feet to the POINT OF BEGINNING.

Containing 8,309 square feet, or 0.191 acre, more or less.

Pinellas Park, Florida

NOTES

1. Basis of Bearings: N.44°55'25"W. along the Southwesterly line of Lot 2, 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. This survey map and report (if applicable) or the copies thereof are not valid without the original signature and 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

SECTION 26 TOWNSHIP 30 S. RANGE 16 E.

REVISED	BY	DATE	DESCRIPTION

	INITIALS	DATE
CREW CHIEF		
DRAWN	WDK	10/10/18
CHECKED	CAB	10/16/18
FIELD BOOK		
SCALE	1" = 60'	

Catherine A. Bosco
Catherine A. Bosco PSM LS 6257
October 16, 2018
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 LB21
CIVIL & TRANSPORTATION ENGINEERING • ECOLOGY • GIS • LANDSCAPE ARCHITECTURE
PLANNING • SURVEYING • SUBSURFACE UTILITY ENGINEERING
GAINESVILLE • LAKEWOOD RANCH • ORLANDO • ST. PETERSBURG • TAMPA

JOB NO.
16027304SS

SHEET NO.
1 OF 2

C13

FILE: I:\PROJECT\SUR\16027304SS\DWG\16027304S00SK.DWG

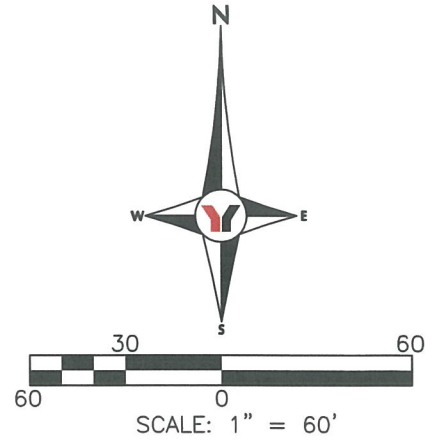
LOGIN: WMK

PLOTTED: 10/16/18 14:55:21

"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



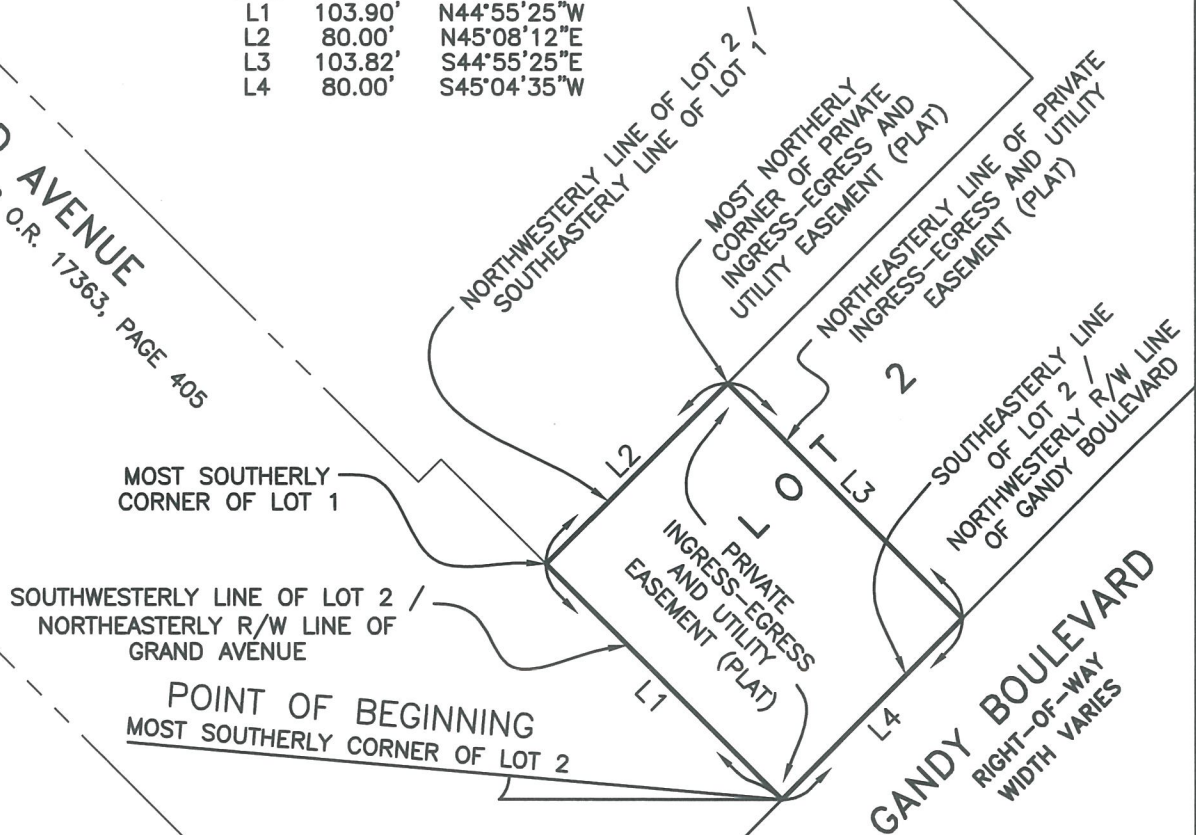
B L O C K 1

L O T 1

L O T 2

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

LINE	LENGTH	BEARING
L1	103.90'	N44°55'25"W
L2	80.00'	N45°08'12"E
L3	103.82'	S44°55'25"E
L4	80.00'	S45°04'35"W



PREPARED FOR:
Community Health Systems
Professional Services Corporation

LEGAL DESCRIPTION

SECTION 26 TOWNSHIP 30 S. RANGE 16 E.

REVISED	BY	DATE	DESCRIPTION

CREW CHIEF	INITIALS	DATE
DRAWN	WDK	10/10/18
CHECKED	CAB	10/16/18
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
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CIVIL & TRANSPORTATION ENGINEERING • ECOLOGY • GIS • LANDSCAPE ARCHITECTURE
PLANNING • SURVEYING • SUBSURFACE UTILITY ENGINEERING
GAINESVILLE • LAKEWOOD RANCH • ORLANDO • ST. PETERSBURG • TAMPA

JOB NO.
16027304SS

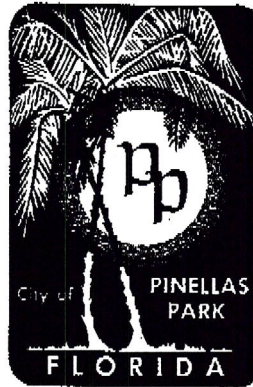
SHEET NO.
2 OF 2

City of
PINELLAS PARK

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

Please Respond To:

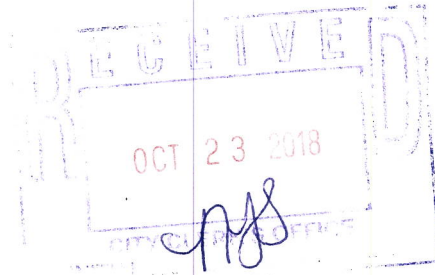
James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

**FLORIDA**

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

October 23, 2018

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



RE: City Document #18-327
Utility and Ingress-Egress Easement at 3033 Gandy Boulevard

Dear Mr. Petersen:

I have received and reviewed the above-referenced Utility and Ingress-Egress Easement at 3033 Gandy Boulevard. Assuming that the legal description in Exhibit A is correct, 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

18-327.10232018.LAP.Utility and Ingress Egress Easement 3033 Gandy.wpd



PRINTED ON RECYCLED PAPER

C13

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City of Pinellas Park

Staff Report

File #: 18-654, **Version:** 1

Agenda Date: 11/8/2018

AUTHORIZATION TO PURCHASE UNDER NATIONAL JOINT POWERS ALLIANCE BID #2018-120716-NAF - Two (2) Chevrolet Tahoe Utility Vehicles (CC15706) - For the Police Department

NOTE: The two (2) 2018 Chevrolet Tahoe Utility Vehicles for the Police Department are replacements for assets 15826 and 14967. These two (2) new vehicles will be used daily by the Police Department in performing routine duties throughout the City. The amount budgeted in account 501212-566109 for the expenditure is \$96,000.00 and can be found on page 243 of the 18/19 budget book.

ACTION: (Approve - Deny) Authorization to purchase under National Joint Powers Alliance Bid #2018-120716-NAF - Two (2) 2018 Chevrolet Tahoe Utility Vehicles for the Police Department from Alan Jay Chevrolet, Sebring, Florida, at a total cost of \$92,594.00 to be charged to the appropriate account.



Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	15875-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-991-4693	Mailing Address P.O. BOX 9200 Sebring, FL 33871-9200	
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
7/19/2018

QUICK QUOTE SHEET

REVISED QUOTE DATE
8/21/2018

REQUESTING AGENCY	PINELLAS PARK, CITY OF			
CONTACT PERSON	CPL JOHN SHEA	EMAIL	jshea@pinellas-park.com	
PHONE	727-369-5795	MOBILE	727-542-4979	FAX

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2018-120716-NAF **www.NationalAutoFleetGroup.com**

MODEL	CC15706	MSRP	\$43,600.00
2018 Chevrolet Tahoe Police 2WD 4dr (CC15706, PPV, 9C1)			
CUSTOMER ID	PATROL - HALF CAGES	NJPA PRICE	\$31,747.00

BED LENGTH

SUV

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS

DESCRIPTION

GAZ H0U	EXTERIOR COLOR SUMMIT WHITE WITH JET BLACK CLOTH INTERIOR	\$0.00
5T5 9U3	40/20/40 FRONT SPLIT BENCH WITH CENTER SEAT DELETE AND VINYL REAR BENCH.	\$0.00
PCW	ENHANCED DRIVER ALERT PACKAGE: INCLUDES (JF4) POWER-ADJ PEDALS, (UEU) FORWARD COLLISION ALERT, (TQ5) INTELIUBEAM HEADLAMPS, (UHY) LOW SPEED FORWARD AUTO BRAKING AND (UHX) LANE KEEP ASSIST AND SAFETY ALERT DRIVER SEAT	\$690.00
G80	LOCKING REAR DIFFERENTIAL (STD)	\$0.00
K5T	DUAL BATTERIES (STD) FOR 2015 POLICE PACKAGE TAHOE	\$0.00
6C7	AUXILLARY DOME	\$160.00
7X6	FACTORY INCANDESCENT LEFT HAND SPOT LAMP.	\$485.00
AMF	(6) ADDITIONAL REMOTES	\$125.00
5HP	(6) ADDITIONAL FACTORY KEYS FOR SPECIAL SERVICE VEHICLE	\$95.00
VK3	FRONT LICENSE PLATE BRACKET FACTORY ORDERED	\$0.00

FACTORY OPTIONS

\$1,555.00

CONTRACT OPTIONS

DESCRIPTION

WSTP	WINDSHIELD STRIP	\$25.00
DT2	LEGAL DEEP TINT FILM ON DRIVER AND PASSENGER DOOR	\$115.00
CAMERA INSTALL	INSTALL CUSTOMER PROVIDED CAMERA SYSTEM (6HRS LABOR)	\$510.00
WPLB - LED 2L - RB	LEGACY Lightbar with DUO Led Modules, Two Wire Controlled Traffic Advisor, (2) LED Flashing/Takedown Lights, (2) LED Flashing/Alley Lights, Mounting Kit, 295SLSA6 Combination Light/Siren Controller, SA315P Siren Speaker and Mounting Bracket. (RED/BLUE)	\$3,580.00
CENCOM	UPGRADE TO CENCOM SAPPHIRE CONTROLLER	\$405.00
HOWLER	WHELEN LOW FREQUENCY SUPPLEMENTAL SIREN	\$670.00
M4 RB LIC	(2) WHELEN M4 SPLIT RED/BLUE LIGHT HEADS WITH BLACK SURROUND, INSTALLED VERTICALLY ON EITHER SIDE OF LICENSE PLATE	\$505.00
M4 RB	(2) WHELEN M4 SPLIT RED/BLUE LIGHT HEADS WITH BLACK SURROUND, INSTALLED HORIZONTALLY ON SIDES OF FRONT BUMPER IN FRONT OF WHEEL WELL.	\$505.00
C3-OUTLINER-RB	CODE3 OUTLINER 60" INSTALLED ALONG RUNNING BOARD (RED/BLUE)	\$730.00
M4J-M4CT15B	M4 LED LIGHTS (RED/BLUE) WITH PAIR M4 SERIES 15+ FOG LIGHT MOUNT PAIR	\$565.00
W-GL-ION-2-RB	(2) WHELEN ION SPLIT RED/BLUE LIGHT HEADS INSTALLED BETWEEN GRILL VANES ON CHEVY TAHOE	\$370.00
W-ION-2-QG-RB	(2) WHELEN UNIERAL MOUNT ION LED LIGHT HEADS SPLIT (RED / BLUE) INSTALLED IN SIDE QUARTER GLASS.	\$370.00
W-IONT-2-RB	(2) WHELEN ION T-SERIES MOUTED TO UNDER SIDE OF REAR HATCH TO BE VISIBLE WHEN HATCH IS LIFTED (RED/BLUE).	\$355.00
SSFPOS16	100% Solid-State, Headlight and Taillight Flasher, 2 Outlet, 160 Watts Per Outlet, Seven Flash Patterns, For FORD INTERCEPTOR Police Package Vehicles, Includes Mating Plug, For Positive Switching Headlights	\$195.00
GJ PINELLAS PK	GJ UTILITY CONSOLE WITH (3) 12V OUTLETS, (2) CUP HOLDERS, AND ARM REST.	\$995.00
GJ NOTE	GAMBER JOHNSON NOTEPAD-5 UNIVERSAL COMPUTER CRADLE	\$355.00
S 6VS SPT	SETINA 6VS SINGLE PRISONER TRANSPORT CAGE COATED POLY PARTITION	\$1,020.00

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2018-120716-NAF

www.NationalAutoFleetGroup.com

12VS-POLY	Setina #12 Series Lexan Cage, partition installed behind 2nd row seat.	\$535.00
SWB	SETINA STEEL VERTICAL WINDOW BARRIER.	\$265.00
S DK TAHOE	SETINA DK0598TAH15 ALUMINUM DOOR PANEL 2015+ TAHOE	\$315.00
S 2 GUN	SETINA DUAL WEAPON MOUNT 1 STD & 1 UNIVERSAL LOCK MOUNTS TO PARTITION WITH STD KEY OVER RIDE	\$545.00
S 6VS TRANS	WEAPON MOUNT SPT TRANSFER KIT	\$65.00
NO TEMP	TEMPORARY TAG NOT REQUESTED (CUSTOMER WILL HANDLE THEIR OWN TAG WORK)	\$0.00
	EXTENDED WARRANTY DECLINED	\$0.00

CONTRACT OPTIONS \$12,995.00

TRADE IN

TOTAL COST

\$46,297.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

\$0.00

TOTAL COST LESS TRADE IN(S)

QTY

2

\$92,594.00

Estimated Annual payments for 60 months paid in advance: \$10,184.23 Extended: \$20,368.46

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

VEHICLE QUOTED BY

Scott Wilson

FLEET SALES MANAGER

scott.wilson@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.
I am always happy to be of assistance.



ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

[Fleet] 2018 Chevrolet Tahoe (CC15706) 2WD 4dr (21)

Window Sticker

SUMMARY

[Fleet] 2018 Chevrolet Tahoe (CC15706) 2WD 4dr (21)

MSRP:\$46,340.00

Interior:No color has been selected.

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing

Transmission, 6-speed automatic, electronically controlled

OPTIONS

CODE	MODEL	MSRP
CC15706	[Fleet] 2018 Chevrolet Tahoe (CC15706) 2WD 4dr (21)	\$46,340.00
OPTIONS		
1FL	Commercial Preferred Equipment Group	\$0.00
5HP	Key, 6 additional keys	\$41.00
5T5	Seats, 2nd and 3rd row vinyl with front cloth seats	\$0.00
6C7	Lighting, red and white front auxiliary dome	\$170.00
7X6	Spotlamp, left-hand	\$490.00
9C1	Identifier for PPV	(\$3,510.00)
9U3	Seats, driver and passenger front individual seats in cloth trim	\$0.00
AMF	Remote Keyless Entry Package	\$75.00
ATD	Seat delete, third row passenger	Inc.
AZ3	Seating, front 40/20/40 split-bench, 3-passenger	\$0.00
C5U	GVWR, 6800 lbs. (3084 kg)	Inc.
FE9	Emissions, Federal requirements	\$0.00
GAZ	Summit White	\$0.00
GU4	Rear axle, 3.08 ratio	\$0.00
H0U	Jet Black, Cloth seat trim	\$0.00
IO5	Audio system, Chevrolet MyLink Radio with 8" diagonal color touch-screen	\$0.00
JF4	Pedals, power-adjustable for accelerator and brake	Inc.
K4B	Battery, Auxiliary, 730 CCA	Inc.

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 4962. Data Updated: Feb 18, 2018 9:08:00 PM PST.



ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

[Fleet] 2018 Chevrolet Tahoe (CC15706) 2WD 4dr (21)

KW7	Alternator, 170 amps, high output	Inc.	
L83	Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing		\$0.00
MYC	Transmission, 6-speed automatic, electronically controlled		\$0.00
NZZ	Skid Plate Package	Inc.	
PCW	Enhanced Driver Alert Package		\$695.00
QAR	Tires, P265/60R17 all-season, police, V-rated	Inc.	
R9Y	Fleet Free Maintenance Credit		(\$67.50)
RAP	Wheels, 17" x 8" (43.2 cm x 20.3 cm) steel, police, Black	Inc.	
RM7	Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare	Inc.	
TQ5	Headlamps, IntelliBeam, automatic high beam on/off	Inc.	
UEU	Forward Collision Alert sensor indicator	Inc.	
UHX	Lane Keep Assist with Lane Departure Warning	Inc.	
UHY	Low Speed Forward Automatic Braking	Inc.	
UN9	Radio Suppression Package, with ground straps	Inc.	
VK3	License plate front mounting package		\$0.00
VPV	Ship Thru, Produced in Arlington Assembly	Inc.	
VQ2	Fleet processing option		\$0.00
Y86	Enhanced Driver Alert Package	Inc.	
Z56	Suspension Package, heavy-duty, police-rated	Inc.	
ZAK	Tire, spare, P265/60R17 all-season, police, V-rated	Inc.	
ZY1	Paint scheme, solid application		\$0.00
—	Safety belts, 3-point, driver and front passenger in all seating positions	Inc.	
—	Capless fuel fill	Inc.	
—	Door handles, body-color	Inc.	
—	Instrumentation, analog	Inc.	
—	Key, 2-sided	Inc.	
—	Luggage rack, delete	Inc.	
—	Exterior ornamentation delete	Inc.	
—	Power outlets, 4 auxiliary, 12-volt	Inc.	
—	Power supply, 100-amp, auxiliary battery, rear electrical center	Inc.	

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Data Version: 4962. Data Updated: Feb 18, 2018 9:08:00 PM PST.



ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

[Fleet] 2018 Chevrolet Tahoe (CC15706) 2WD 4dr (21)

___	Power supply, 50-amp, power supply, auxiliary battery	Inc.
___	Power supply, 120-amp, (4) 30-amp circuit, Primary battery	Inc.
___	Safety Alert Driver Seat	Inc.
___	Theft-deterrent system, vehicle, PASS-Key III	Inc.

SUBTOTAL	\$44,233.50
Adjustments Total	\$0.00
Destination Charge	\$1,295.00
TOTAL PRICE	\$45,528.50

FUEL ECONOMY

Est City:16 MPG

Est Highway:23 MPG

Est Highway Cruising Range:598.00 mi

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Data Version: 4962. Data Updated: Feb 18, 2018 9:08:00 PM PST.



City of Pinellas Park

Staff Report

File #: 18-655, **Version:** 1

Agenda Date: 11/8/2018

AUTHORIZATION TO PURCHASE UNDER NORTH CAROLINA SHERIFF'S ASSOCIATION BID 19-03-0504 - One MowerMax Boom Mower - For Transportation Department

NOTE: The MowerMax Boom Mower is a replacement for asset 12468. The amount budgeted for this equipment is \$175,000.00 and can be found on page 244 of the 18/19 budget book. The account to be charged is 501412-566109.

ACTION: (Approve - Deny) Authorization to purchase from ATMAX Equipment Co., 6902 E. 7th Ave., Tampa, FL 33619, one MowerMax Boom Mower under North Carolina Sheriff's Bid 19-03-0504 at a cost of \$165,321.00 to be charged to the appropriate account.

ATMAX Equipment Co.

Quotation

6902 E. 7th Ave.
Tampa, FL 33619
Phone: 813-634-1111

DATE 10/29/2018
Quotation # 478
Customer ID Pinellas Park

Quotation For:
City of Pinellas Park
PO Box 1100
Pinellas Park, FL 33780

Comments or Special Instructions: *Pricing from North Carolina Sheriffs' Association, Bid 19-03-0504*

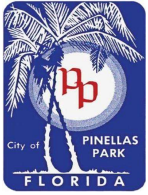
QUANTITY	DESCRIPTION	UNIT PRICE	HGACBuy Discount	AMOUNT
1	MowerMax Boom Mower with 30ft Telescoping Boom, includes 2 additional 1400lbs counterweights, Tier 3 Perkins engine	\$ 170,940.00	10%	\$ 153,846.00
1	60in Rotary deck with hydraulic controlled deck door	\$ 10,000.00	10%	\$ 9,000.00
1	90 Degree Swivel/Rotating Deck	\$ 2,750.00	10%	\$ 2,475.00
				\$ -
				\$ -
SUBTOTAL				\$ 165,321.00
TAX RATE				0.00%
SALES TAX				\$ -
OTHER				\$ -
TOTAL				\$ 165,321.00

If you have any questions concerning this quotation, contact David MacGregor, (813)781-0100 or davidm@mowermax.com.

QUANTITY	DESCRIPTION	UNIT PRICE	HGACBuy Discount	AMOUNT
----------	-------------	------------	------------------	--------

THANK YOU FOR YOUR BUSINESS!

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City of Pinellas Park

Staff Report

File #: 18-658, **Version:** 1

Agenda Date: 11/8/2018

AUTHORIZATION TO PURCHASE UNDER FLORIDA SHERIFF'S ASSOCIATION CONTRACT #18-VEH16.0 - One Tradewinds Generator Set - For the Technical Services Building

NOTE: This Tradewinds Generator Set is a replacement for asset 10653. The amount budgeted for this equipment is \$200,000.00 and can be found on page 242 of the 18/19 budget book and charged to account 501821-562018.

ACTION: (Approve - Deny) Authorization to purchase under Florida Sheriff's Association Contract #18-VEH16.0 from Tradewinds Power Corp, Miami, Florida - One Tradewinds Generator Set for the Technical Services Building at a cost of \$175,250.00 to be charged to the appropriate account.



5820 NW 84th Avenue Miami, Florida
33166
Tel 305-592-9745 FAX 305-592-7461
www.tradewindspower.com

Filters
Pump Sets
Power Units
Generator Sets
Automatic Engine Controls

TO: City of Pinellas Park
6250 82nd Ave. N
Pinellas Park, Florida 33781
Tel: (727) 369-5734
Attn: Mr. Mark Bates
Email: mbates@pinellas-park.com

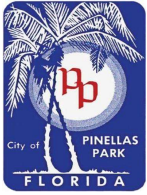
Quotation # PSBF101818Q-1R
October 24, 2018

We are pleased to offer this Quotation as detailed below

Amount	Description	Each	Extended
1	Model TP500 Base Awarded Mobile Tradewinds Generator Set under FSA contract No. 18-VEH16.0, Spec # 79 Cost adder for Model TP400-M-FS Mobile Tradewinds Generator Set; Note: Cost adder deduct is for TIER 3 engine while supplies last. 400 KW (500 KVA) Standby, 350 KW (438 KVA) Prime Power 120/208 Volts [reconnectable], 60 Hz, Three Phase, 0.8 Power Factor Amp Load Capacity: 1200; Load Bank tested. 400 KW (500 KVA) Standby, 350 KW (438 KVA) Prime Power 120/240 Volts [reconnectable], 60 Hz, Three Phase, 0.8 Power Factor Amp Load Capacity: 1200; Load Bank tested. 400 KW (500 KVA) Standby, 350 KW (438 KVA) Prime Power 277/480 Volts [reconnectable], 60 Hz, Three Phase, 0.8 Power Factor Amp Load Capacity: 602; Load Bank tested. Perkins Diesel engine, Model 2206D.E13TAG3 TIER 3 @ 1800 RPM complete With 12 Volt Electrics, Radiator & Guard Brushless Single Bearing Alternator with a three phase sensing automatic voltage regulator with PMG and generator vibration mounts. Tradewinds NFPA 110 Digital Instrument/Control Panel with Safety Shutdowns Complete with DC Voltmeter, Hourmeter, Oil and Temperature Gauges Frequency Meter, Ammeter & Voltmeter with Phase Selector Switch, Engine Cool Down Timer, Remote "E" Stop Contacts, Remote Auto Start Control, Low Fuel Level Alarm, Breakers for A/C and D/C, and a Emergency Stop Push Button. Optional Equipment included in above pricing: Wet Battery, Battery Rack, and Battery Cables. Duplex electrical outlet mounted inside in a NEMA 3r box with a GFI Duplex Electrical Outlet and wired to the external of the enclosure with a Plug for connection to standard 120vac, 1ph, 20amp service. Critical Exhaust muffler and rain cap all mounted and Installed into turn hood of enclosure. .125, Marine Grade Aluminum Sound Enclosure with vertical discharge air, stainless steel hardware, Keyed alike and removable doors, and Finished Powder Coat Finish white. Enclosure is rated for 150MPH wind load Estimated 78 dba at 21'. Three position voltage change over switch mounted in the generator can with one 1200amp UL rated generator circuit breaker. This breaker is equipped with a 24vdc shunt trip that is driven from the generator control panel to trip on over load depending upon what position the switch is located in. The load side of the breaker is prewired to one 13 point cam-loc connection box Cleary identifying voltage connection points. 18,000lb D.O.T. Approved, Dual Torque Spring Axle Street legal Trailer with Electric Brakes, Fenders, Cable box mounted on tongue of trailer Running lights with reverse lights, 3" military hitch, safety chains, 7 pin RV connector, and a 500 gallon steel fuel tank. Fuel cell with a mechanical and electronic fuel Level gauge, tank drain, Tank fill, Suction and return lines, and I bean frame. Distribution panel to include two (2) Duplex Receptacle with GFI Trips and breakers, Two (2) non-GFI Duplex Receptacle with Breakers, One (1) 120vac, 1ph, 30amp, receptacle, 120/240vac, 1ph, 30amp receptacle, and One (1) 50amp, 120/240vac, 1ph receptacle. 1200 amp cam-loc connection box. 3- 400amp connectors per phase plus 3- neutral and 2 ground Remote start-stop contacts and emergency stop located at cam-lock connectors Full load factory test of complete system One complete operation and maintenance manual	198,263	198,263
		-9,163	-9,163
1	COMP-1200-FS Additional Options Compression Lug & Camlock box connection box rated for 1200amp with phenolic separation board. Lockable door with safety snap switch to shut off engine and open breaker. Box is constructed from marine grade aluminum with bottom entry.	12,950	12,950
2	T400PLUG-FS 400amp, 3ph, power connector with 30' 600v, SO cable and matching generator connection.	9,530	19,060
2	T100PLUG-FS 100amp, 3ph, power connector with 30' 600v, SO cable and matching generator connection.	3,680	7,360
1	TLIT-4-FS Upgrade Generator Package Net cost adder for Qty. 4, 150 watt dual head, LED on one telescoping aluminum light mounted to side of portable generator and prewired to load center mounted inside with breaker. Unit will have 2000 watt step down transformer to power all LED's while generator is running. Sub Total, FOB our warehouse, Miami, Florida Cost deduct for using TIER 3 Flex engine (while supplies last) Onsite Start-up and Training on same day as delivery. Delivery to the City of Pinellas Park, Fl. Fuel By others. Total State & Local Tax as Applicable Estimated Shipping date from receipt of order: 26-28 Weeks	9,580	9,580
		-62800	-62,800
		Inc.	Inc.
		Inc.	Inc.
			175,250
Price Validity: 45 days; 15% Cancellation Charge for Restocking. Letter of Credit: Irrevocable, confirmed on any U.S. bank with payment at sight in U.S. dollars. All banking charges for account of applicant.			
Wire-Transfer: Tradewinds Power Corp Division of Southeast Diesel Corp F/B/O Wells Fargo Bank Acct# 4945741023 ABA# 121000248			

C16

Bill Fenner



City of Pinellas Park

Staff Report

File #: 18-661, **Version:** 1

Agenda Date: 11/8/2018

CHANGE ORDER NO. 1 ON RENEWAL NO. 2 FOR ANNUAL PIPE REHABILITATION AND INSPECTION, PIGGYBACK OF MANATEE COUNTY CONTRACT #15-1599BLS - Vacvision Enviromental

NOTE: Change Order No. 1 on Renewal No. 2 is recommended for approval. The change order represents an increase in Capital Improvement Funding for Fiscal Year 2018-2019, and increased scope of work. The new project amount is \$89,959.00; which represents a \$39,959.00 increase over the original contract amount or 80% from the original contract. The increase in funding is to be charged to Stormwater Rehabilitation Program (301382-562538, 19382/744-PROGRAM-CONSTRUT) in the amount of \$75,000.00 and Stormwater Replacement Program (301382-562538, 19382/742-PROGRAM-CONSTRUT) in the amount of \$14,959.00.

ACTION: (Approve - Deny) Authorization for approval and acceptance of Change Order No. 1 for Annual Pipe Rehabilitations, an increase in the contract amount of \$39,959.00 for a total adjusted contract amount of \$89,959.00 to be charged to the appropriate accounts.

CONTRACT CHANGE ORDER

CONTRACT TITLE: Stormwater Culvert Rehabilitation

Original Contract Amount	\$ 50,000.00
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Previous Change Orders:

Approved	_____	No.	_____	Amount (+/-)	_____
Approved	_____	No.	_____	Amount (+/-)	_____
Approved	_____	No.	_____	Amount (+/-)	_____

Total Adjusted Contract Amount Prior to this Action\$, 50,000.00

To (Contractor): VacVision Enviromental
10200 US 92 East
Tampa, FL 33610

You are hereby directed to comply with the following change(s) to the contract documents, plans and/or specifications:

Item No.	Description of Change(s)	Decrease Contract	Increase Contract
1	Increase in Capital Improvement Budget Amount		\$39,959.00
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
TOTALS			\$39,959.00
NET CHANGE: Percent <u>Increase</u> /Decrease: <u>80</u> % Amount:\$39,959.00			

TOTAL ADJUSTED CONTRACT AMOUNT AFTER THIS ACTION..... \$ **89,959.00**

Recommended by: Designee (City Manager Appointed) Date

Accepted by:  Date 10/18/18
Contractor

Approved by: _____ Date _____
Public Works Administrator

Approved by City Council at the regular meeting of _____, 2018