



**City of Pinellas Park**  
**Community Redevelopment Agency**  
**Agenda**

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Tuesday, October 23, 2018

5:30 PM

City Council Workshop Room

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**CHAIRPERSON: MR. RICK BUTLER**

**VICE CHAIRPERSON: MS. PATRICIA JOHNSON**

**I. ROLL CALL**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**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 Community Redevelopment Agency Minutes of September 18, 2018, as on file in the City Clerk's office.

**III. PUBLIC HEARINGS**

**P1 RESOLUTION NO. CRA 2019-1**

**PUBLIC HEARING FIRST AND FINAL READING**

NOTE: This Resolution appropriates the Community Redevelopment Agency budget for the fiscal year October 1, 2018 through September 30, 2019.

ACTION: (Adopt - Deny) Resolution No. CRA 2019-1. Public Hearing First and Final Reading.

**Department:** Community Redevelopment Agency

**Reference Material:** [Res. No. CRA 2019-1, FY 18-19 CRA Oper. Budget, FY 18-19 CRA CIP, Atty Resp. #18-313](#)

#### **IV. REGULAR AGENDA**

##### **R1     2019 COMMUNITY REDEVELOPMENT AGENCY MEETING SCHEDULE**

NOTE: The 2019 Community Redevelopment Agency meeting schedule is presented for review and approval by the Board. The approved meeting schedule shall be filed with the City of Pinellas Park and advertised as required by Chapter 189.417(1) meetings; notice; required reports.

ACTION: (Approve - Deny) 2019 Community Redevelopment Agency Meeting Schedule.

**Department:** Community Redevelopment Agency

**Reference Material:** [2019 CRA Meeting Schedule](#)

##### **R2     AUTHORIZATION FOR NEGOTIATIONS - FIRM FOR RFP 17/021, LEASE/SALE & DEVELOPMENT OF ALL OR A PORTION OF CRA-OWNED PROPERTIES IN THE UNITED COTTAGES NEIGHBORHOOD**

NOTE: The RFP Evaluation Committee, in accordance with Resolution 15-12, has reviewed the proposals submitted and recommends two firms in the following order: 1) Namaste Homes, LLC. and 2) Cornerstone Design Build, Inc. Upon recommendation and authorization by the Community Redevelopment Agency Board of Directors, the City Manager, acting on behalf of the CRA Board under the 2015 Agreement for Services, will negotiate competitively with the most qualified firm; and, should he fail to reach an agreement, he will then negotiate with the remaining firm, in accordance with Section 287.055, Florida Statutes.

ACTION: (Approve - Deny) Authorization for City Manager to negotiate with the firms recommended by the Evaluation Committee, in order of preference as recommended, for RFP 17/021.

**Department:** Community Redevelopment Agency

**Reference Material:** [RFP 17-021 FINAL RATING](#)

##### **R3     AUTHORIZATION FOR THE COMMUNITY REDEVELOPMENT AGENCY CHAIRPERSON TO SIGN A CONTRACT FOR THE PURCHASE OF REAL PROPERTY FROM ANTHONY HAVERLAND, SR. AND KIRSTEN J. SORENSON - 5775 75th Terrace North**

NOTE: This real estate contract is for the proposed purchase of the real property located at 5775 75th Terrace North, in the United Cottages Subdivision. The City has an ongoing redevelopment project in this area. The Owner has agreed to a purchase price of Seventy-Five Thousand Dollars (\$75,000.00). The property is located in the City's Community Redevelopment District. The purchase would be charged to account #19175/620 - PROPACQ (301175-562504).

ACTION: (Approve - Deny) Authorization for the Community Redevelopment Agency Chairperson to sign a Contract for Purchase of Real Property located at 5775 75th Terrace North, in the United Cottages Subdivision, from Anthony Haverland, Sr. and Kirsten J. Sorenson, in the amount of Seventy-Five Thousand Dollars (\$75,000.00) plus closing costs, to be charged to the appropriate account, subject to the closing documents being acceptable to the City Attorney.

Department: Community Redevelopment Agency

Reference Material: [5775 75th Terr Contract, Map and Attorney Letter.pdf](#)

## **V. NEW BUSINESS**

## **VI. GENERAL BUSINESS**

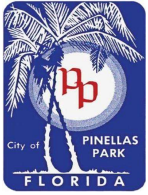
Next regular scheduled meeting is November 6, 2018.

## **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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# City of Pinellas Park

## Staff Report

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**File #:** 18-626, **Version:** 1

**Agenda Date:** 10/23/2018

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### **RESOLUTION NO. CRA 2019-1**

#### PUBLIC HEARING FIRST AND FINAL READING

NOTE: This Resolution appropriates the Community Redevelopment Agency budget for the fiscal year October 1, 2018 through September 30, 2019.

ACTION: (Adopt - Deny) Resolution No. CRA 2019-1. Public Hearing First and Final Reading.

RESOLUTION NO. CRA 2019-1

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PINELLAS PARK, FLORIDA, ADOPTING THE COMMUNITY REDEVELOPMENT DISTRICT 2018/19 BUDGET; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Florida Statutes requires the Pinellas Park Community Redevelopment Agency to adopt an annual budget, and

**WHEREAS**, the annual budget is to include an estimate of all revenue and expenditures for the year for the Pinellas Park Community Redevelopment Agency, and

**WHEREAS**, an annual budget has been prepared and advertised.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA AS FOLLOWS:

**SECTION ONE**: That the Community Redevelopment District Budget for Fiscal Year 2018/19 as attached hereto and incorporated herein in Exhibit A, is hereby approved and adopted.

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

PUBLISHED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

FIRST READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

PUBLIC HEARING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

AYES:

NAYES:

ABSENT:

ABSTAIN:

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

ATTEST:

\_\_\_\_\_  
Rick Butler, Chairperson  
Community Redevelopment Agency

\_\_\_\_\_  
Diane M. Corna, MMC  
City Clerk

## Exhibit "A"

## COMMUNITY REDEVELOPMENT FUND

Description	Actual FY 15/16	Actual FY 16/17	Budget FY 17/18	Budget FY 18/19
<b>Unappr. Begin. Fund Balance</b>	\$ 30,838	\$ 142,444	\$ 144,052	\$ -
<b>Revenues:</b>				
County's Portion of Property Tax	\$ 987,285	\$ 1,142,815	\$ 1,296,580	\$ 1,455,092
Interest Income	7,696	12,734	4,100	4,100
Rental Income	32,846	48,207	35,000	35,000
Rental Income Non Taxable	-	12,000	12,000	12,000
INC/DEC Fair Value	-	(1,235)	-	-
Miscellaneous Revenue	111	100	25	25
Donations Fr. Priv.	-	70	-	-
City's Portion of Property Tax	1,025,510	1,167,671	1,326,179	\$ 1,483,665
<b>Total Revenues</b>	<b>\$ 2,053,448</b>	<b>\$ 2,382,362</b>	<b>\$ 2,673,884</b>	<b>\$ 2,989,882</b>
<b>Expenditures:</b>				
Full Time Salaries	\$ -	\$ -	\$ -	\$ 73,387
City Attorney	-	3,125	28,740	20,000
Social Security	-	-	-	5,637
Group Insurance	-	-	-	14,123
Pension	-	-	-	12,343
Workers Compensation	-	-	-	81
Office Supplies	49	-	100	100
Operating Supplies	19,832	5,193	17,500	17,500
Building Internal Service	52,329	25,713	53,000	53,000
Appraisal Services	2,400	-	2,500	2,500
Audit Services	4,300	4,300	4,400	7,500
Property Taxes	7,976	12,961	18,125	18,125
Memberships	175	1,170	1,050	1,170
Travel & Training	2,052	435	2,500	2,500
Telephone	-	142	300	300
Wireless Service	-	-	-	600
Water	4,316	3,174	4,500	4,500
Electricity	6,756	7,439	8,000	8,000
Gen. Insurance	9,533	13,905	14,650	16,850
Advertising	-	-	-	10,000
Transfer to CIP Fund	817,677	1,447,043	1,628,827	1,629,348
Transfer to Police/CRA	977,548	856,154	877,359	1,055,023
Contingency	-	-	50,000	37,295
Coalition for the Homeless, Inc.	36,900	-	-	-
<b>Total Expenditures</b>	<b>\$ 1,941,842</b>	<b>\$ 2,380,754</b>	<b>\$ 2,711,551</b>	<b>\$ 2,989,882</b>
<b>To/(From) Unappr. Fund Balance</b>			(106,385)	
<b>Unappr. Ending Fund Balance</b>	<b>\$ 142,444</b>	<b>\$ 144,052</b>	<b>\$ -</b>	<b>\$ -</b>

**DRAFT CRA Funded CIP Projects  
FY 2018/2019 to 2022/2023\***

Exhibit "B"

Account No./ Project No.	Project	Description	Funding Sources	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	6-Year Total
<b>GENERAL FACILITIES</b>									
	CRA Commercial Anchor Incentive Program	Provide financial incentives for high quality targeted businesses to relocate and expand the CRA.	CRA - TIF / County	\$200,000	\$0	\$0	\$0	\$0	\$200,000
				\$200,000	\$0	\$0	\$0	\$0	\$200,000
	Brownfields Remediation	Provide financial incentives for the redevelopment of brownfield sites located within the CRA	CRA - TIF / City	\$400,000	\$0	\$0	\$0	\$0	\$400,000
				\$400,000	\$0	\$0	\$0	\$0	\$400,000
	5600 Block Electric Upgrade	Upgrade underground electric with power poles at 5600 Block	CRA - TIF / City	\$25,000	\$0	\$0	\$0	\$0	\$25,000
				\$25,000	\$0	\$0	\$0	\$0	\$25,000
	Adamek Property Building Renovation and Site Work	Renovation of existing buildings, parking, and site development to prepare the newly acquired Adamek property for commercial leasing.	CRA - TIF / City	\$800,000	\$0	\$0	\$0	\$0	\$800,000
				\$800,000	\$0	\$0	\$0	\$0	\$800,000
	Caboose Restoration	Renovate caboose at Park Station	CRA - TIF / City	\$30,000	\$0	\$0	\$0	\$0	\$30,000
				\$30,000	\$0	\$0	\$0	\$0	\$30,000
	CRA Plan Update and Extension	Consultant to guide extension of CRA and TIF authority prior to December 31, 2019, and conduct further refinement of updated CRA Plan as needed meeting the requirements of F.S. 163, Pinellas County Rules, and CDBG requirements.	CRA - TIF / City	\$75,000	\$0	\$0	\$0	\$0	\$75,000
				\$75,000	\$0	\$0	\$0	\$0	\$75,000
	CRA Implementation Services	Consultant to provide CRA administrative, land development, marketing, and other CRA services as required.	CRA - TIF / City	\$125,000	\$125,000	\$0	\$0	\$0	\$250,000
				\$125,000	\$125,000	\$0	\$0	\$0	\$250,000
	England Brothers Park Band Shell Renovation and Expansion	Renovate and Expand the Band Shell at England Brothers Park	CRA - TIF / County	\$250,000	\$0	\$0	\$0	\$0	\$250,000
				\$250,000	\$0	\$0	\$0	\$0	\$250,000



**DRAFT CRA Funded CIP Projects  
FY 2018/2019 to 2022/2023\***

Exhibit "B"

Account No./ Project No.	Project	Description	Funding Sources	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	6-Year Total
301175-583109(P)	Debt Service for Purchase of Properties Adjacent to Public Works Service Facility and Performing Arts Center.	This is the amortization of principal and interest for the purchase of the "Hans" property for future expansion of the Public Works Service Facility and the "Wilson" property adjacent to the PAC.	Infrastructure Sales Tax	\$2,500	\$2,600	\$0	\$0	\$0	\$5,100
301175-582130(I)			CRA - TIF / City	\$1,600 \$4,100	\$1,500 \$4,100	\$0 \$0	\$0 \$0	\$0 \$0	\$3,100 \$8,200
301481-562538	CRA Bus Shelter Partnership Program	Provides for matching funds for replacement of existing bus stop poles and benches with bus stop shelters and amenities in coordination with PSTA utilizing its Bus Shelter Partnership Program.	CRA - TIF / County	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$200,000
301781-573477	CRA Facade Improvements Matching Reimbursement Grant Program	Provide for matching grant fund to business owners within CRA District to improve landscaping, signage, and facade structures. Business owners must match grant amounts 50:50.	CRA - TIF / County	\$40,000 \$75,000	\$40,000 \$75,000	\$40,000 \$75,000	\$40,000 \$75,000	\$40,000 \$75,000	\$200,000 \$375,000
17603-PROGRAM-ADMIN				\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$375,000
301175-574293	CRA Homeowner Improvement Grant Program	Provides grant funds to homeowners to correct code violations, improve accessibility and appearance of CRA residential properties. Homeowners living within the CRA and meeting annual household income criteria may qualify for partial or full grant funding.	CRA - TIF / County	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$375,000
17602-PROGRAM-ADMIN				\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$375,000
301175-574335	CRA Improvement Plan Program	Program to address health and safety issues for business, homeowners, and visitors that cannot be remedied through traditional means. Funds for demolition and environmental remediation as needed.	CRA - TIF / City	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
17658-CONSTRU-CONSTRUT				\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
<b>LEISURE SERVICES</b>									
301781-562520	Barbara S. Ponce Public Library Renovation and Remodeling	Multi-year project to renovate and remodel service and public areas at the Barbara S. Ponce Public Library.	CRA - TIF / County	\$50,500	\$0	\$0	\$0	\$0	\$50,500
17658-CONSTRU-CONSTRUT				\$50,500	\$0	\$0	\$0	\$0	\$50,500

DRAFT CRA Funded CIP Projects FY 2018/2019 to 2022/2023*													
Exhibit "B"													
Account No./ Project No.	Project	Description	Funding Sources					FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	5-Year Total
301781-562538	Boardwalk and Wetland Restoration	Design for boardwalk and restoration of wetlands to create public passive recreation area adjacent to Performing Arts Center and England Brothers Park.	CRA - TIF / City					\$20,000	\$0	\$0	\$0	\$0	\$20,000
								\$20,000	\$0	\$0	\$0	\$0	\$20,000
301781-562520	Davis Field Rec. Complex Master Plan	Multi-year project to develop a Master Plan for the new Recreation Complex at Davis Field Park.	CRA - TIF / County					\$100,000	\$0	\$0	\$0	\$0	\$100,000
								\$100,000	\$0	\$0	\$0	\$0	\$100,000
	Davis Field Rec. Complex Implementation	Phase 2 includes the renovation of existing facilities and construction of additional public amenities.	CRA - TIF / County					\$1,000,000	\$1,000,000	\$1,100,000	\$0	\$0	\$3,100,000
								\$1,000,000	\$1,000,000	\$1,100,000	\$0	\$0	\$3,100,000
								\$3,317,100	\$1,366,500	\$1,340,000	\$240,000	\$240,000	\$6,508,700
			Project Totals					FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total
			CRA - TIF / City					\$1,526,800	\$178,500	\$50,000	\$50,000	\$50,000	\$1,855,300
			CRA - TIF / County					\$1,790,500	\$1,190,000	\$1,290,000	\$190,000	\$190,000	\$4,650,500
			Total					\$3,317,100	\$1,366,500	\$1,340,000	\$240,000	\$240,000	\$6,503,600

P

CIP Projections 20018/2019 through 2022/2023 for planning purposes only.

P

CIP Projections 20018/2019 through 2022/2023 for planning purposes only.

City of  
**PINELLAS PARK**

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



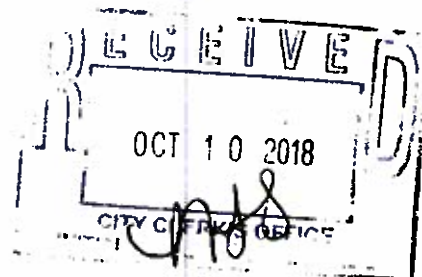
**FLORIDA**

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

**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 10, 2018



Ms. Laura Canary  
CRA Coordinator  
City of Pinellas Park  
P. O. Box 1100  
Pinellas Park, Florida 33780-1100

**RE: City Document #18-313**  
**CRA Resolution - Budget**

Dear Ms. Canary:

I have received and reviewed the above-mentioned Resolution. Exhibit A, the Community Redevelopment District Budget for fiscal year 2018/19 was not attached for my review. Therefore, this letter approving the form and correctness of the Resolution only applies to the Resolution's title and body.

Very truly yours,

James W. Denhardt  
City Attorney

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

JWD/law  
18-313, 10102019, LLC, CRA Budget, vpd



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# City of Pinellas Park

## Staff Report

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**File #:** 18-627, **Version:** 1

**Agenda Date:** 10/23/2018

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### **2019 COMMUNITY REDEVELOPMENT AGENCY MEETING SCHEDULE**

NOTE: The 2019 Community Redevelopment Agency meeting schedule is presented for review and approval by the Board. The approved meeting schedule shall be filed with the City of Pinellas Park and advertised as required by Chapter 189.417(1) meetings; notice; required reports.

ACTION: (Approve - Deny) 2019 Community Redevelopment Agency Meeting Schedule.

**PINELLAS PARK COMMUNITY REDEVELOPMENT AGENCY**

**2019 MEETING SCHEDULE**

**MEETING LOCATION:  
City Council Workshop Room  
City Hall, Second Floor  
5141 78<sup>th</sup> Avenue North, Pinellas Park**

**Meetings to be held:  
5:30 pm or immediately following City Council Workshop**

JANUARY 22

FEBRUARY 26

MARCH 26

APRIL 23

MAY 21

JUNE 25

JULY 23

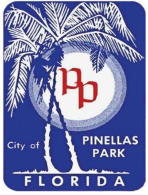
AUGUST 20

SEPTEMBER 24

OCTOBER 22

NOVEMBER 12

DECEMBER 10



# City of Pinellas Park

## Staff Report

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**File #:** 18-628, **Version:** 2

**Agenda Date:** 10/23/2018

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**AUTHORIZATION FOR NEGOTIATIONS - FIRM FOR RFP 17/021, LEASE/SALE & DEVELOPMENT OF ALL OR A PORTION OF CRA-OWNED PROPERTIES IN THE UNITED COTTAGES NEIGHBORHOOD**

NOTE: The RFP Evaluation Committee, in accordance with Resolution 15-12, has reviewed the proposals submitted and recommends two firms in the following order: 1) Namaste Homes, LLC. and 2) Cornerstone Design Build, Inc. Upon recommendation and authorization by the Community Redevelopment Agency Board of Directors, the City Manager, acting on behalf of the CRA Board under the 2015 Agreement for Services, will negotiate competitively with the most qualified firm; and, should he fail to reach an agreement, he will then negotiate with the remaining firm, in accordance with Section 287.055, Florida Statutes.

ACTION: (Approve - Deny) Authorization for City Manager to negotiate with the firms recommended by the Evaluation Committee, in order of preference as recommended, for RFP 17/021.

**RFP 17/021**  
**LEASE/SALE & DEVELOPMENT OF ALL OR A PORTION OF**  
**CRA-OWNED PROPERTIES IN THE UNITED COTTAGES NEIGHBORHOOD**

FINAL RATING	CORNERSTONE DESIGN BUILD INC	NAMASTÈ HOMES LLC
1. Firm's or individual's capabilities to perform the work; (5 points)	20	23
2. Firm's or individual's adequacy of Personnel; (5 points)	18	24
3. Firm's or individual's past record; (5 points)	20	20
4. Firm's or individual's experience; (5 points)	22	23
5. Firm's or individual's willingness to meet required time and financial requirements; (20 points)	81	96
6. Firm's or individual's location; ( 6 points)	19	29
7. Firm's or individual's projected work loads & work previously awarded by the CRA; ( 3 points)	9	10
8. Firm's or individual's use of local labor or materials/supplies within the City of Pinellas Park; ( 3 points)	8	12
9. Firm's or individual's as an MBE (Minority Business Enterprise)/MWBE (Minority of Women Owned Business); ( 3 points)	1	0
10. Project Vision/Description of use /Conceptual Design for the Project; ( 45 points)	180	198
<b>TOTAL</b>	<b>378 (2)</b>	<b>435 (1)</b>





# City of Pinellas Park

## Staff Report

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**File #:** 18-631, **Version:** 1

**Agenda Date:** 10/23/2018

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**AUTHORIZATION FOR THE COMMUNITY REDEVELOPMENT AGENCY CHAIRPERSON TO SIGN A CONTRACT FOR THE PURCHASE OF REAL PROPERTY FROM ANTHONY HAVERLAND, SR. AND KIRSTEN J. SORENSON - 5775 75<sup>th</sup> Terrace North**

NOTE: This real estate contract is for the proposed purchase of the real property located at 5775 75<sup>th</sup> Terrace North, in the United Cottages Subdivision. The City has an ongoing redevelopment project in this area. The Owner has agreed to a purchase price of Seventy-Five Thousand Dollars (\$75,000.00). The property is located in the City's Community Redevelopment District. The purchase would be charged to account #19175/620 - PROPACQ (301175-562504).

ACTION: (Approve - Deny) Authorization for the Community Redevelopment Agency Chairperson to sign a Contract for Purchase of Real Property located at 5775 75<sup>th</sup> Terrace North, in the United Cottages Subdivision, from Anthony Haverland, Sr. and Kirsten J. Sorenson, in the amount of Seventy-Five Thousand Dollars (\$75,000.00) 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 COMMUNITY REDEVELOPMENT AGENCY**

**PARTIES:** ANTHONY HAVERLAND, SR. AND KIRSTEN J. SORENSON (herein "Seller"),  
of 4836 83<sup>rd</sup> Avenue North, Pinellas Park, FL 33781-1611

Phone: (727) 614-1897 and the **CITY OF PINELLAS PARK COMMUNITY REDEVELOPMENT AGENCY**, a dependent special district (herein "Buyer" or "City") of 5141 78<sup>th</sup> Avenue North, Pinellas Park, Florida 33781, Attention: **Rick Butler, CRA Chair**, Phone: (727) 369-0700 (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 COMMUNITY REDEVELOPMENT AGENCY 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:**

PARCEL:	<u>Tax Parcel No. 28/30/16/93438/000/0030</u>
LEGAL DESCRIPTION:	<u>United Cottage Corporation Replat, Lot 3 and west 1 foot of Lot 4</u>
STREET ADDRESS:	<u>5775 75<sup>th</sup> Terrace North</u>
(City / Zip / State):	<u>Pinellas Park, Florida 33781</u>
PERSONALTY:	<u>None</u>

**2. FULL PURCHASE PRICE:** ..... \$ 75,000.00

**3. MANNER OF PAYMENT:** a. Within ten (10) days of the Effective Date, check to be delivered to  
Suncoast Title, to be held in escrow, in the amount of..... \$  
b. City of Pinellas Park check in U.S. funds at time of closing..... \$ 75,000.00

**4. DETERMINATION OF PURCHASE PRICE:** The Full Purchase Price as shown herein has been reached through negotiations with the Seller by ☒ City staff ☐ Broker acting as Agent of the ☐ City ☐ Seller. The Price is based on:

a. ☐ Appraisal of the real property performed for the ☐ Seller ☐ Buyer by a Florida certified real estate appraiser.  
The market value of the Real Property's fee simple interest was determined to be:  
\$NA

..... on .....  
(name of appraiser designation, firm) (date)

b. ☐ Additional appraisals. Performed for ☐ 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 sixty (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) None; 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, and recordation of the deed.
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. **LEASES**: Seller shall, not less than 15 days before closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letter from each tenant, the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenants to confirm such information. Seller shall, at closing, deliver and assign all original leases to Buyer and credit Buyer with all advanced rents and security deposits paid by or on behalf of each tenant.
15. **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. ☒ **As Is**: 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 30 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. Seller will, upon reasonable notice, provide utilities services as may be required for Buyer's inspections and investigations. Buyer shall not engage 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.
16. **PROCEEDS OF SALE; CLOSING PROCEDURE**: The deed shall be recorded upon clearance of funds. Proceeds of sale shall 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.
17. **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.

18. **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

19. **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.

20. **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.

21. **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.

22. **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).

23. **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.

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

25. **NO BROKER:** Seller and Buyer represent and agree they have dealt with no Broker or finder in connection with the transactions contemplated hereby.

26. **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.

27. **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.

28. **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.

29. **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**

b. **DUE DILIGENCE PERIOD:** Buyer will, at Buyer's expense and within 30 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion, for Buyer's intended use and development of the Property. During the Due Diligence Period, Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that Buyer deems appropriate to determine the suitability of the Property for Buyer's intended use and development. Buyer shall deliver written notice to Seller prior to the expiration of the Due Diligence Period of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement shall constitute acceptance of the Property in its present "as is" condition. Seller grants to Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting inspections; provided, however, that Buyer, its agents, contractors and assigns enter the Property and conduct inspections at their own risk. Buyer will not engage in any activity that could result in a mechanic's lien being filed against the Property without Seller's prior written consent. In the event this transaction does not close, (1) Buyer shall repair all damages to the Property resulting from the inspections and return the Property to the condition it was prior to conduct of the inspections, and (2) Buyer shall, at Buyer's expense, release to Seller all reports and other work generated as a result of inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that Buyer's deposit shall be immediately returned to Buyer and the Contract terminated. Buyer shall hold harmless and indemnify Seller from any and all costs, expenses, attorney fees or otherwise resulting from Buyer's inspection rights of the property as authorized in this Paragraph 29b.

c. \_\_\_\_\_

d. \_\_\_\_\_

30. **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.

31. **EXHIBITS ATTACHED:** None

32. **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**

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**ADDENDUM** to that certain contract between the CITY OF PINELLAS PARK, FLORIDA, Buyer, and Anthony Haverland, Sr. and Kirsten J. Sorenson, Sellers of that Property located at 5775 75<sup>th</sup> Terrace North, Pinellas Park, Florida, and legally described as: United Cottage Corporation Replat, Lot 3 and west 1 foot of Lot 4.

1. At closing, the Buyer shall retain \$5,000.00 of the closing price and Buyer shall hold such amount in escrow.
2. Seller will pay the 2018 tax proration through the date of closing.
3. The Property is not the homestead property of Seller.
4. Time is of the essence as to all provisions herein.
5. 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 COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PINELLAS PARK, FLORIDA.

\_\_\_\_\_  
(date)      Seller:    By:    Anthony Haverland, Sr.  
  
\_\_\_\_\_  
(Social Security or Tax ID #)

\_\_\_\_\_  
(date)      Seller:    By:    Kirsten J. Sorenson  
  
\_\_\_\_\_  
(Social Security or Tax ID #)

[ X ] APPROVED AND ACCEPTED this \_\_\_\_\_ date of \_\_\_\_\_, 2018.

[   ] APPROVED COUNTEROFFER this \_\_\_\_\_ date of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF PINELLAS PARK COMMUNITY  
REDEVELOPMENT AGENCY:**

Attest:

\_\_\_\_\_  
Diane M. Corna, MMC, City Clerk

\_\_\_\_\_  
By: Rick Butler, Chair

Approved as to form and correctness:

\_\_\_\_\_  
James W. Denhardt, City Attorney





City of

**PINELLAS PARK**

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

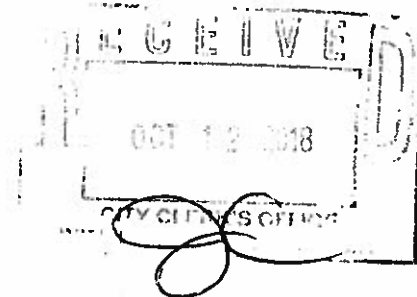
**Please Respond To:**

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 12, 2018



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

**RE: City Document #18-297**  
**Haverland/Sorenson Property Purchase**

Dear Ms. Conte:

I have received and reviewed the above-mentioned Contract for Purchase for the property located at 5775 75th Terrace. The first sentence in paragraph 5 of the Addendum to the Contract should be updated to read, "At closing, the Buyer shall retain \$5,000.00 of the closing price and Buyer shall hold such amount in escrow."

Once the above-mentioned change is made, I would approve of the Contract for Purchase of Real Property 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

LCR/law  
18-297.10112018.LAC.CPRE.wpd



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