



# City of Pinellas Park

## City Council

### Agenda

Thursday, March 28, 2019

6:00 PM

City Council Chambers

#### CALL TO ORDER

#### INVOCATION

#### PLEDGE OF ALLEGIANCE

#### SELECTION OF VICE-MAYOR AND OATH OF OFFICE

ACTION: (Approve - Deny) Selection of Council Member \_\_\_\_\_ to serve as Vice-Mayor with term to run from March 29, 2019 through March 26, 2020.

#### 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 March 14, 2019, as on file in the City Clerk's office.

#### III. PUBLIC HEARINGS

**P1 ORDINANCE NO. 4081. ANNEXING INTO THE CITY OF PINELLAS PARK A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 12880 49TH STREET NORTH (MIDA GROUP, LLC AX19-4)**

##### **PUBLIC HEARING SECOND AND FINAL READING**

**(Speaker - Amanda Conte, Economic Development Coordinator)**

NOTE: This is a voluntary annexation of 1.04 acres MOL of contiguous commercial property located at 12880 49th Street North. A 6,080 square foot building is currently on the site.

*C2 on 3/14/19 Council agenda.*

ACTION: (Pass - Deny) Ordinance No. 4081. Public hearing second and final reading.

**Department:** Community Development

**Reference Material:** [AX19-4 Ordinance, Petition, Map and Attorney Letter.pdf](#)

**P2     ORDINANCE NO. 4082. AMENDING ORDINANCE NO. 4070 FOR THE FISCAL YEAR 2018/2019**

**PUBLIC HEARING SECOND AND FINAL READING**

**(Speaker - Dan Katsiyiannis, Management and Budget Administrator)**

NOTE: This represents our second budget amendment for this year. Basically it provides for some maintenance of the budget relative to actual bids and contracts received. The overall city budget will increase to \$129,735,877 compared with the current budget \$127,786,639.

*C3 on 3/14/19 Council agenda.*

ACTION: (Pass - Deny) Ordinance No. 4082. Public hearing second and final reading.

**Department:** OMB

**Reference Material:** [City Attorney Doc #19-049, Ordinance No. XXXX, and Budget Amendment](#)

**IV. CONSENT AGENDA**

**C1     RECEIPT OF RESIGNATION OF CODE ENFORCEMENT BOARD MEMBER - John Spagnola**

NOTE: John Spagnola submitted his letter of resignation from the Code Enforcement Board effective February 28, 2019. He has served on the Code Enforcement Board since August 10, 2017, with the term to expire December 31, 2020.

ACTION: (Accept - Deny) With regret, the resignation of John Spagnola from the Code Enforcement Board, effective February 28, 2019.

**Department:** Community Development

**Reference Material:** [CEB Spagnola Resignation Email](#)

**C2     REAPPOINTMENT TO THE BOARD OF ADJUSTMENT - Karol Singleton**

NOTE: The term for Karol Singleton will expire on April 14, 2019. She was appointed on March 22, 2018 and has expressed an interest in continuing to serve on the Board of Adjustment.

ACTION: (Approve - Deny) The reappointment of Karol Singleton to serve as a member of the

Board of Adjustment with her term to expire November 30, 2020.

**Department:** Community Development

**Reference Material:** [singleton BOA renewal granicus 3.6.19](#)

**C3 APPOINTMENT OF THE 2019 CRA BOARD CHAIR AND VICE-CHAIR**

NOTE: The Community Redevelopment Agency (CRA) Chair and Vice-Chair are selected by a majority of the voting members of the CRA to serve a one-year term ending in March. The CRA Board voted at its meeting of March 26, 2019 to recommend CRA officers for 2019-2020, subject to approval of City Council.

ACTION: (Approve - Deny) the appointment of \_\_\_\_\_ to serve as CRA Chair and \_\_\_\_\_ to serve as CRA Vice-Chair for a one year term ending March, 2020.

**Department:** Community Development

**Reference Material:** [CRA Officers](#)

**C4 AUTHORIZATION TO SIGN A HOLD HARMLESS AND INDEMNIFICATION AGREEMENT FOR USE OF CITY OF LARGO TRAINING FACILITY AND PUMP TEST SITE**

NOTE: The City of Largo owns and operates the Public Works Facility located at 1000 - 2nd Street SE in Largo, Florida which includes an area utilized by various departments and outside agencies for training purposes and to test fire pump equipment. The City of Pinellas Park Fire Department desires to use the Training Facility to conduct fire training and pump testing.

ACTION: (Approve - Deny) Authorization for City Manager to sign the Hold Harmless and Indemnification Agreement for Use of Largo Training Facility and Pump Test Site.

**Department:** Fire

**Reference Material:** [Agreement; Attorney letter](#)

**C5 AUTHORIZATION FOR FINAL PAYMENT ON PURCHASE UNDER THE CLAY COUNTY BID #13/14-8 - Broderick Park Tennis Court Light Poles and LED Light Fixtures**

NOTE: This action is recommended so final payment can be processed and the purchase completed. The total and final payment amount of purchase is \$36,420.00 to be charged to account 301781-562520 under Project 19781-353 CONST on Page 234 under CIP Project and Programs of the Budget Book for 2018-19.

ACTION: (Approve - Deny) Authorization to make final payment for the purchase and installation of

Tennis Court Light Poles and LED Light Fixtures at the Broderick Park Tennis Courts under Clay County Bid #13/14-8 from Musco Lighting 2107 Stewart Road, Muscatine, Iowa at a cost of \$82,500 to be charged to the appropriate account.

Department: Leisure Services

Reference Material: [Musco - Final Bill - Broderick Tennis Lights](#)

**C6 REAPPOINTMENT OF LIBRARY ADVISORY BOARD MEMBER - Patricia Bennett**

NOTE: The term of Patricia Bennett as a Library Advisory Board member expires on June 30, 2019. She has expressed an interest in continuing to serve on the Board for another three-year term. The Library Advisory Board voted to recommend that City Council reappoint Ms. Bennett.

ACTION: (Approve - Deny) Reappointment of Patricia Bennett to serve as a member of the Library Advisory Board for a term to expire June 30, 2022.

Department: Leisure Services

Reference Material: [Library Board Minutes from 2-7-19 unapproved](#)

**C7 REAPPOINTMENT OF LIBRARY ADVISORY BOARD MEMBER - William Holmes**

NOTE: The term of William Holmes as a Library Advisory Board member expires on June 30, 2019. He has expressed an interest in continuing to serve on the Board for another three-year term. The Library Advisory Board voted to recommend that City Council reappoint Mr. Holmes.

ACTION: (Approve - Deny) Reappointment of William Holmes to serve as a member of the Library Advisory Board for a term to expire June 30, 2022.

Department: Leisure Services

Reference Material: [Library Board Minutes from 2-7-19 unapproved](#)

**C8 REAPPOINTMENT OF LIBRARY ADVISORY BOARD MEMBER - Milton Wendland**

NOTE: The term of Milton Wendland as a Library Advisory Board member expires on June 30, 2019. He has expressed an interest in continuing to serve on the Board for another three-year term. The Library Advisory Board voted to recommend that City Council reappoint Mr. Wendland.

ACTION: (Approve - Deny) Reappointment of Milton Wendland to serve as a member of the Library Advisory Board for a term to expire June 30, 2022.

Department: Leisure Services

Reference Material: [Library Board Minutes from 2-7-19 unapproved](#)



**C9     AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO ACCEPT A RIGHT-OF-WAY EASEMENT FROM GINA N. NASSE & JEFFERY J. NASSE - 6300 70TH AVENUE NORTH**

NOTE: The City of Pinellas Park has requested a right-of-way easement from Gina N. Nasse & Jeffery J. Nasse to increase the right-of-way width to the sufficient size at 6300 70th Avenue North.

ACTION: (Approve - Deny) Authorization for the Mayor to accept a right-of-way easement from Gina N. Nasse & Jeffery J. Nasse at 6300 70th Avenue North.

**Department:**             Public Works

**Reference Material:**    [6300 70th Avenue N ROW Easement backup](#)

**C10    AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO ACCEPT A RIGHT-OF-WAY EASEMENT FROM GINA N. NASSE & JEFFERY J. NASSE - 6340 70TH AVENUE NORTH**

NOTE: The City of Pinellas Park has requested a right-of-way easement from Gina N. Nasse & Jeffery J. Nasse to increase the right-of-way width to the sufficient size and for existing drainage infrastructure, and for the future maintenance and operation of said equipment at 6340 70th Avenue North.

ACTION: (Approve - Deny) Authorization for the Mayor to accept a right-of-way easement from Gina N. Nasse & Jeffery J. Nasse at 6340 70th Avenue North.

**Department:**             Public Works

**Reference Material:**    [6340 70th Avenue ROW Easement backup](#)

**C11    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.

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 113th Ave N Lot 28 Utility Easement backup](#)

**C12     AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO ACCEPT A PERPETUAL UTILITY EASEMENT FROM MARIE DAPICE - 4360 82ND AVENUE NORTH**

NOTE: The City of Pinellas Park has requested a utility easement from Marie Dapice to accommodate existing utility equipment, and for the future maintenance and operation of said equipment at 4360 82nd Avenue North.

ACTION: (Approve - Deny) Authorization for the Mayor to accept a utility easement from Marie Dapice at 4360 82nd Avenue North.

**Department:** Public Works

**Reference Material:** [4360 82nd Avenue North Utility Easement backup](#)

**C13     AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO ACCEPT A PERPETUAL INGRESS/EGRESS EASEMENT FROM CAPITAL RESOURCES OF FLORIDA, LLC - 9401 49TH STREET NORTH**

NOTE: The City of Pinellas Park has requested a perpetual ingress/egress easement at 9401 49th Street North to access the existing drainage ditch and for the future maintenance and operation of said ditch at 9401 49th Street North.

ACTION: (Approve - Deny) Authorization for the City of Pinellas Park to accept a perpetual ingress/egress easement from Capital Resources of Florida, LLC at 9401 49th Street North.

**Department:** Public Works

**Reference Material:** [Ingress Egress Easement at 9401 49th Street N backup](#)

**C14     AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO ACCEPT A PERPETUAL UTILITY EASEMENT FROM WHK BIOSYSTEMS, LLC - 11345 53RD STREET NORTH**

NOTE: The City of Pinellas Park has requested a utility easement from WHK Biosystems, LLC to accommodate existing utility equipment, and for the future maintenance and operation of said equipment at 11345 53rd Street North.

ACTION: (Approve - Deny) Authorization for the Mayor to accept a utility easement from WHK Biosystems, LLC at 11345 53rd Street North.

**Department:** Public Works

**Reference Material:** [Utility Easement 11345 53rd St Lot 52 backup](#)

**V. REGULAR AGENDA**

NONE

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

**VII. ADJOURNMENT**

PLEASE NOTE that if a person decides to appeal any decision made by City Council with respect to any matter considered at the above-cited meeting, the person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City maintains a digital recording of all public hearings. In the event that you wish to appeal a decision, the digital recording may or may not adequately insure a verbatim record of the proceedings; therefore, you may wish to provide a court reporter at your own expense (Section 286.0105, Florida Statutes).

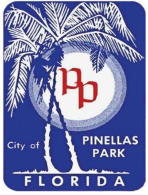
FOR THE HEARING IMPAIRED — An interpreter for the hearing impaired will be made available upon requests made at least 72 hours in advance.

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APRIL																								
SUNDAY		MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		SATURDAY												
		1		2		3		4		5		6												
								Sacred Heart Spring Festival		Sacred Heart Spring Festival		Wesleyan Spring Fling Craft Fair  Sacred Heart Spring Festival  United States entered WWI April 6, 1917												
7		8		9		10		11		12		13												
	Sacred Heart Spring Festival  Orchestra Concert Performing Arts Center			5:30 PM Council Workshop		Pancake Breakfast Senior Center		5:30 PM Agenda Session 6:00 PM Council Meeting				Cher & Tom Jones Tribute Concert Performing Arts Center												
14		15		16		17		18		19		20												
	Palm Sunday			Organ Concert City Auditorium						Good Friday		Lent Ends  1st Day of Passover  Beta Sigma Phi Easter Egg Hunt England Brothers Park												
21		22		23		24		25		26		27												
	Easter Library Closed			5:30 PM Council Workshop  CRA After Workshop		Administrative Professionals Day		5:30 PM Agenda Session 6:00 PM Council Meeting				Movies in the Park  Fourth Saturday Art Walk												
28		29		30						MARCH		MAY												
										S	M	T	W	T	F	S	S	M	T	W	T	F	S	
															1	2				1	2	3	4	
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											24	25	26	27	28	29	30	26	27	28	29	30	31	
	(Eastern Orthodox Easter) Pascha										31													

MAY

SUNDAY							MONDAY							TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
APRIL							JUNE								1	2	3	4
S	M	T	W	T	F	S	S	M	T	W	T	F	S					
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7	8	9	10	11	12	13	2	3	4	5	6	7	8					
14	15	16	17	18	19	20	9	10	11	12	13	14	15					
21	22	23	24	25	26	27	16	17	18	19	20	21	22					
28	29	30					23	24	25	26	27	28	29					
							30											
5							6							7	8	9	10	11
							1st Day of Ramadan							5:30 PM Council Workshop	Pancake Breakfast Senior Center	5:30 PM Agenda Session 6:00 PM Council Meeting		
12							13							14	15	16	17	18
Mother's Day																		Beach Boys Tribute Concert Performing Arts Center
19							20							21	22	23	24	25
														Organ Concert City Auditorium 5:30 PM Council Workshop CRA After Workshop		5:30 PM Agenda Session 6:00 PM Council Meeting		Fourth Saturday Art Walk
26							27							28	29	30	31	
							Brush Site Closed Memorial Day Ceremony Freedom Lake Park Memorial Day (observed) City Offices & Library Closed									Ascension Day		



# City of Pinellas Park

## Staff Report

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**File #:** 19-044, **Version:** 1

**Agenda Date:** 3/28/2019

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**ORDINANCE NO. 4081. ANNEXING INTO THE CITY OF PINELLAS PARK A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 12880 49TH STREET NORTH (MIDA GROUP, LLC AX19-4)**

### **PUBLIC HEARING SECOND AND FINAL READING**

**(Speaker - Amanda Conte, Economic Development Coordinator)**

NOTE: This is a voluntary annexation of 1.04 acres MOL of contiguous commercial property located at 12880 49th Street North. A 6,080 square foot building is currently on the site.

*C2 on 3/14/19 Council agenda.*

ACTION: (Pass - Deny) Ordinance No. 4081. Public hearing second and final reading.

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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, FLORIDA, ANNEXING INTO THE CITY OF PINELLAS PARK, FLORIDA, A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 12880 49TH STREET NORTH, LEGALLY DESCRIBED AS ATTACHED HERETO IN EXHIBIT "A" AND MADE A PART HEREOF, LYING WITHIN SECTION 09, 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.

(MIDA GROUP, LLC AX19-4)

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

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

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

SECTION ONE: That the land lying in an unincorporated area of Pinellas County, Florida, and contiguous to the City of Pinellas Park, generally located at 12880 49th Street North, and legally described as attached hereto in Exhibit "A" and made a part hereof, lying within Section 09, 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 E-2 zoning on the subject parcel at the time of annexation.

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

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

SECTION SIX: That this Ordinance shall become effective \_\_\_\_\_, 2019.

FIRST READING \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

PUBLISHED MAP & TITLE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

PUBLISHED MAP ONLY \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

PUBLIC HEARING \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

ATTEST:

\_\_\_\_\_  
SANDRA L. BRADBURY, MAYOR

\_\_\_\_\_  
DIANE M. CORNA, MMC, CITY CLERK

**ANNEXATION ORDINANCE LEGAL**

MIDA Group, LLC AX19-4  
PARCEL: 09-30-16-70992-100-1103  
Located at 12880 49th Street North

THAT PORTION OF LOT 11, PINELLAS GROVES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LOCATED IN THE SOUTHWEST 1-4 OF THE NORTHEAST 1-4 OF SECTION 9, TOWNSHIP 30 SOUTH, RANGE 16 EAST, AND THAT PORTION OF COUNTY RIGHT OF WAY, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 30 SOUTH, RANGE 16 EAST, RUN SOUTH 00°04'57" WEST ALONG THE EAST LINE OF SAID 1-4 1-4 FOR 325.13'; THENCE LEAVING THE EAST LINE OF SAID 1-4 1-4, RUN NORTH 89°57'38" WEST 70.00' TO THE POINT OF BEGINNING, THENCE CONTINUE ON A BEARING OF NORTH 89°57'38" WEST 257.75'; THENCE SOUTH 00°03'40" WEST 175.00'; THENCE SOUTH 89°57'38" EAST 257.68'; THENCE NORTH 00°04'57" EAST 175.00' TO THE POINT OF BEGINNING.

A PARCEL CONTAINING 1.04 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: 09-30-16-70992-100-1103**  
**(Located at 12880 49th Street North)**

THAT PORTION OF LOT 11, PINELLAS GROVES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 30 SOUTH, RANGE 16 EAST, AND THAT PORTION OF COUNTY RIGHT OF WAY, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 30 SOUTH, RANGE 16 EAST, RUN SOUTH 00°04'57" WEST ALONG THE EAST LINE OF SAID 1/4 1/4 FOR 325.13'; THENCE LEAVING THE EAST LINE OF SAID 1/4 1/4, RUN NORTH 89°57'38" WEST 70.00' TO THE POINT OF BEGINNING, THENCE CONTINUE ON A BEARING OF NORTH 89°57'38" WEST 257.75'; THENCE SOUTH 00°03'40" WEST 175.00'; THENCE SOUTH 89°57'38" EAST 257.68'; THENCE NORTH 00°04'57" EAST 175.00' TO THE POINT OF BEGINNING.

Containing 1.04 acres MOL

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

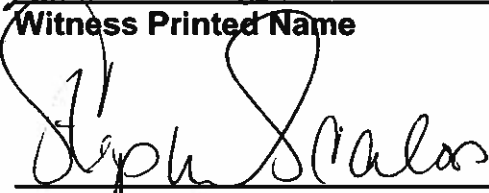
**MIDA Group, LLC**  
**3071 118th Avenue North**  
**St. Petersburg, FL 33716**

## **MANAGER'S SIGNATURE:**

  
 \_\_\_\_\_  
 Witness Signature

  
 \_\_\_\_\_  
 Judy Humbarger, Manager

  
 \_\_\_\_\_  
 Witness Printed Name

  
 \_\_\_\_\_  
 Witness Signature

  
 \_\_\_\_\_  
 Witness Printed Name



09-30-16-70992-100-1103  
12880 49<sup>th</sup> Street North

AX19-4

City of

**PINELLAS PARK**

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

**Please Respond To:**

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

**FLORIDA**

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

February 12, 2019

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

**RE: City Document #19-033**  
**MIDA Group, LLC Ordinance**

Dear Ms. Coughlin:

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

Very truly yours,

James W. Denhardt  
City Attorney

cc: Doug Lewis, City Manager  
Diane M. Corna, MMC, City Clerk  
Patrick Murphy, Deputy City Manager  
Susan Walker, Community Development Administrator  
Benjamin Ziskal, Planning & Development Services Director

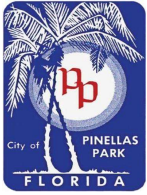
JWD/dh

19-033.02122019.LSC.MIDA Group LLC Ord.wpd



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P1



# City of Pinellas Park

## Staff Report

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**File #:** 19-051, **Version:** 1

**Agenda Date:** 3/28/2019

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**ORDINANCE NO. 4082. AMENDING ORDINANCE NO. 4070 FOR THE FISCAL YEAR 2018/2019**

**PUBLIC HEARING SECOND AND FINAL READING**

**(Speaker - Dan Katsiyannis, Management and Budget Administrator)**

NOTE: This represents our second budget amendment for this year. Basically it provides for some maintenance of the budget relative to actual bids and contracts received. The overall city budget will increase to \$129,735,877 compared with the current budget \$127,786,639.

*C3 on 3/14/19 Council agenda.*

ACTION: (Pass - Deny) Ordinance No. 4082. Public hearing second and final reading.

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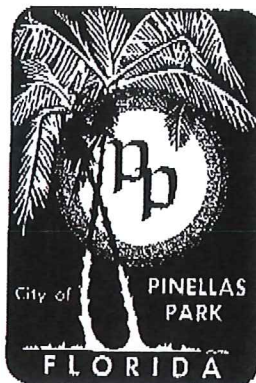


City of  
**PINELLAS PARK**

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

**Please Respond To:**

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



**FLORIDA**

PHONE • (727) 541-0700  
FAX • (727) 544-7448  
SUNCOM • 869-1011

February 26, 2019

Ms. Paulina Scott  
Senior Staff Assistant  
City of Pinellas Park  
P. O. Box 1100  
Pinellas Park, Florida 33780-1100

**RE: City Document #19-049**  
**Ordinance 4070 Amendment**

Dear Ms. Scott:

I have received and reviewed the above-mentioned budget Ordinance. Assuming that the title of the Ordinance is updated to insert Ordinance No. 4070 in the second line, 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  
Dan Katsiyannis, Management and Budget Administrator.

JWD/law



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ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY OF PINELLAS PARK AMENDING SECTIONS I,II,V,VI,VII and VIII OF ORDINANCE NO. 4070, AN APPROPRIATION AND TAX LEVY ORDINANCE OF THE CITY OF PINELLAS PARK, PROVIDING FOR REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH, PROVIDING FOR SEVERABILITY, PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION ONE: That Sections I,II,V,VI,VII and VIII of Ordinance 4070 in and for the City of Pinellas Park, Florida, are amended (pursuant to the attached schedules) to read as follows:

SECTION I. GENERAL FUND

There is hereby appropriated from the revenues on hand and/or accruing from the collection of taxes levied and assessed General Fund expenses for the City for the fiscal year ending September 30, 2019, (the millage of real and personal property taxes being set at 5.4900 mills as aforesaid) and from revenues on hand and/or accruing from all other sources during the said fiscal year, and for the general operating expenses and obligations of the City of Pinellas Park during said fiscal year, in accordance with the attached budget amendment, the sum of sixty million, one hundred eighty eight thousand, eight hundred and eighty-one dollars (\$60,183,881).

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

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

## SECTION II. WATER AND SEWER REVENUE FUND

There is hereby appropriated from the "Water and Sewer Revenue Fund", of the Water and Sewerage Utility System, revenues are derived from the sale of water, water meters and installations, sewer charges, and other services rendered in connection with the operation, extension, maintenance, repair and improvement of the Water and Sewerage Utility System, in accordance with the attached budget amendment four the fiscal year ending September 30, 2019, the sum of thirty million, six hundred twenty five thousand and sixty-four dollars (\$30,625,064).

#### SECTION V. COMMUNITY REDEVELOPMENT FUND

There is hereby appropriated from the "Community Redevelopment Fund", which is created in accordance with the provisions of Section 163.387, Florida Statutes and City of Pinellas Park Ordinance Number 2047, which revenues are derived from ad valorem taxes levied by each taxing authority on taxable real property contained within the geographic boundaries of the redevelopment area for the purpose of financing the Community Redevelopment projects within the redevelopment area of the City of Pinellas Park, in accordance with the attached amendment for the fiscal year ending September 30, 2019, the sum of three million, three hundred fifty one thousand and sixty-five dollars (\$3,351,065).

#### SECTION VI. CAPITAL EQUIPMENT REPLACEMENT FUND

There is hereby appropriated from the "Capital Equipment Replacement Fund", which revenues are derived from transfers from the General Fund and the Water and Sewer Revenue Fund and from any and all other sources during said fiscal year, for the purpose of capital equipment replacement and internal service expenses of the City of Pinellas Park, in accordance with the budget amendment attached, for the fiscal year ending September 30, 2019, the sum of ten million, seven hundred thirty six thousand, five hundred and seventy-nine dollars (\$10,736,579).

SECTION VII. CAPITAL IMPROVEMENT FUND

There is hereby appropriated from the "Capital Improvement Fund," which revenues are derived from transfers from the Public Improvement Revenue Fund and from any and all sources during said fiscal year, for the purpose of general capital improvement projects within the City of Pinellas Park, in accordance with the budget amendment attached, for the fiscal year ending September 30, 2019, the sum of seventeen million, two hundred fifty one thousand, four hundred and thirty-nine dollars (\$17,251,439).

SECTION VIII. INSURANCE LOSS FUND

There is hereby appropriated from the "Insurance Loss Fund", which is governed by City of Pinellas Park Resolution Numbers 79-79 and 89-34 and which revenues are derived from transfers from the General and Water and Sewer Funds and from any and all sources during said fiscal year, for the purpose of providing limited self insurance to the City of Pinellas Park, in accordance with the schedules attached for the fiscal year ending September 30, 2019, the sum of five hundred and eighty six thousand, four hundred and thirty-seven dollars (\$586,437).

SECTION TWO: Attached hereto and incorporated herein are schedules that amend Ordinance No. 4070. All Ordinances

in conflict herewith are hereby repealed insofar as the same affect this Ordinance.

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

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

FIRST READING THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

PUBLISHED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

PUBLIC HEARINGS THE \_\_\_\_\_ DAYS OF \_\_\_\_\_, 2019.

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
Sandra L. Bradbury  
MAYOR

ATTEST:

\_\_\_\_\_  
Diane Corna, MMC  
CITY CLERK

**BUDGET AMENDMENT (ORDINANCE NO. XXXX)  
FISCAL YEAR 2018-2019**

**General Fund (001), Section I.  
Revenues (Schedule A)**

	<u>Beginning Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Ending Budget</u>
Transfer from Redevelopment District (38100)				
379123	\$ 1,055,023	\$ -	\$ 93,847	\$ 961,176
CRA Coordinator salary no longer in General Fund				
Carry Forward (30100)				
300103	1,667,074	340,817	-	2,007,891
To revise required amount of carry forward				
<b>Total</b>	<b>\$ 2,722,097</b>	<b>\$ 340,817</b>	<b>\$ 93,847</b>	<b>\$ 2,969,067</b>

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

	<u>Beginning Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Ending Budget</u>
General Insurance to Insurance Loss Fund (171)				
555300	\$ -	\$ 162,970	\$ -	\$ 162,970
For contribution to City self insurance premium				
Emergency Management (221)				
553008	11,500	50,000	-	61,500
Emergency management supplies and materials				
Operating Equipment (212)				
533110	25,000	15,000	-	40,000
Office Furniture				
Lighthouse (171)				
596810	-	3,000	-	3,000
Donation to non-profit organization				
Travel & Training (341)				
553503	1,200	5,000	-	6,200
For out of town travel				
American Mission (171)				
597071	-	5,000	-	5,000
Donation to non-profit organization				
Contractual Services (132)				
551762	-	6,000	-	6,000
For community rating system				
<b>Total</b>	<b>\$ 37,700</b>	<b>\$ 246,970</b>	<b>\$ -</b>	<b>\$ 284,670</b>

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

	<u>Beginning Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Ending Budget</u>
Revenue	\$ 59,938,911	\$ 340,817	\$ 93,847	\$ 60,183,881
Expenditures	\$ 59,936,911	\$ 246,970	\$ -	\$ 60,183,881



**Water and Sewer Fund (401), Section II.  
Expenditures (Schedule D)**

	<u>Beginning Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Ending Budget</u>
General Insurance to Insurance Loss Fund (172) 555300 For contribution to City self insurance premium	\$ -	\$ 216,030	\$ -	\$ 216,030
Contingency (172) 559906 For contribution to City self insurance premium	3,802,308	-	216,030	3,586,278
<b>Total</b>	<b>\$ 3,802,308</b>	<b>\$ 216,030</b>	<b>\$ 216,030</b>	<b>\$ 3,802,308</b>

**Water and Sewer Fund (401), Section II.  
Summary**

	<u>Beginning Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Ending Budget</u>
Revenue	\$ 30,625,064	\$ -	\$ -	\$ 30,625,064
Expenditures	\$ 30,625,064	\$ 216,030	\$ 216,030	\$ 30,625,064

**Community Redevelopment Fund (106), Section V.  
Revenues (Schedule I)**

	<u>Beginning Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Ending Budget</u>
Carry Forward (30100) 300103 To revise required amount of carry forward	\$ -	\$ 361,183	\$ -	\$ 361,183
<b>Total</b>	<b>\$ -</b>	<b>\$ 361,183</b>	<b>\$ -</b>	<b>\$ 361,183</b>

**Community Redevelopment Fund (106), Section V.  
Expenditures (Schedule J)**

	<u>Beginning Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Ending Budget</u>
Transfer for Police/CRA Unit (113) 559724 CRA Coordinator salary no longer in General Fund	\$ 1,055,023	\$ -	\$ 93,847	\$ 961,176
Transfer to CIP Fund (113) 559302 To cover CIP project increases	1,629,348	455,030	-	2,084,378
<b>Total</b>	<b>\$ 2,684,371</b>	<b>\$ 455,030</b>	<b>\$ 93,847</b>	<b>\$ 3,045,554</b>

**Community Redevelopment Fund (106), Section V.  
Summary**

	<u>Beginning Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Ending Budget</u>
Revenue	\$ 2,989,882	\$ 361,183	\$ -	\$ 3,351,065
Expenditures	\$ 2,989,882	\$ 455,030	\$ 93,847	\$ 3,351,065

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

	<u>Beginning Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Ending Budget</u>
Carry Forward (30100)				
300103	\$ 3,072,248	\$ -	\$ 15,000	\$ 3,057,248
To revise required amount of carry forward				
<b>Total</b>	<b>\$ 3,072,248</b>	<b>\$ -</b>	<b>\$ 15,000</b>	<b>\$ 3,057,248</b>

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

	<u>Beginning Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Ending Budget</u>
Capital Equipment (212)				
562108	\$ 15,000	\$ -	\$ 15,000	\$ -
Office Furniture				
<b>Total</b>	<b>\$ 15,000</b>	<b>\$ -</b>	<b>\$ 15,000</b>	<b>\$ -</b>

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

	<u>Beginning Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Ending Budget</u>
Revenue	\$ 10,751,579	\$ -	\$ 15,000	\$ 10,736,579
Expenditures	\$ 10,751,579	\$ -	\$ 15,000	\$ 10,736,579

**Capital Improvement Fund (301), Section VII.  
Revenues (Schedule M)**

	<u>Beginning Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Ending Budget</u>
Transfer from community redevelopment fund (38100)				
Additional funds to complete project				
381111	\$ 1,629,348	\$ -	\$ -	\$ -
•Proj 18781/206 Bandshell renovations		75,000		
•Proj 18781/615 PAC women's restroom		380,030		
				2,084,378
Stormwater Fees (34390)				
•Proj 19382/744 Stormwater rehabilitation program				
358101 Add funds appr by council 11/8/2018	450,000	89,959	-	539,959
Carry Forward (30100)				
To revise required amount of carry forward				
300103	5,711,313			
•Proj 17/526 Fire station #35 restroom renovations		20,000		
•Proj 18781/321 Park walking trail renovations		248,545		
•Proj 18175/205 Tech services remodel		30,000		
•Proj 18481/106 Sidewalk & ramp repair		66,551		
•Proj 19481/140 Pavement inspection		60,000		
•Proj 19175/249 Replace Forbes split system		7,000		
				6,143,409
<b>Total</b>	<b>\$ 7,790,661</b>	<b>\$ 977,085</b>	<b>\$ -</b>	<b>\$ 8,767,746</b>

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

	<u>Beginning Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Ending Budget</u>
Capital Projects Improvements (781)	\$ 1,827,116	\$ -	\$ -	\$ -
•Proj 18781/206 Additional funds to complete project		75,000	-	
•Proj 18781/321 CFWD from FY17/18		248,545	-	
•Proj 18781/615 Contract Increase		380,030	-	
562520				2,530,691
Capital Projects Improvement (175)				
•Proj 18175/205 Tech services remodel				
562520 Additional funds to complete project	786,453	30,000	-	816,453
Capital Projects Improvements (282)				
•Proj 17/526 Fire station #35 restroom renovation				
562520 Additional funds to complete project	72,240	20,000	-	92,240
Capital Projects Infrastructure (382)				
•Proj 19382/744 Stormwater rehabilitation program				
562538 Stormwater fees	350,000	89,959	-	439,959
Capital Projects Buildings (175)				
•Proj 19175/249 Replace Forbes split system				
562512 15 Ton split system at Forbes	3,681,336	7,000	-	3,688,336
Capital Projects Improvements (481)				
•Proj 18481/106 Sidewalk & ramp repair				
562538 Contract Increase	1,773,018	66,551	-	1,839,569
Capital Projects Improvements (481)				
•Proj 19481/140 Pavement inspection				
562520 Contract Increase	88,000	60,000	-	148,000
Total	\$ 8,578,163	\$ 977,085	\$ -	\$ 9,555,248

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

	<u>Beginning Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Ending Budget</u>
Revenue	\$ 16,274,354	\$ 977,085	\$ -	\$ 17,251,439
Expenditures	\$ 16,274,354	\$ 977,085	\$ -	\$ 17,251,439

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

	<u>Beginning Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Ending Budget</u>
Self Insurance Premium Fund (34120)				
397109	\$ -	\$ 379,000	\$ -	\$ 379,000
For contribution to City self insurance premium				
Total	\$ -	\$ 379,000	\$ -	\$ 379,000

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

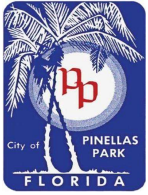
	<u>Beginning Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Ending Budget</u>
Contingency (153)				
559906	\$ -	\$ 379,000	\$ -	\$ 379,000
For contribution to City self insurance premium				
Total	\$ -	\$ 379,000	\$ -	\$ 379,000

Insurance Loss Fund (511), Section VIII.  
Summary

	<u>Beginning Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Ending Budget</u>
Revenue	\$ 207,437	\$ 379,000	\$ -	\$ 586,437
Expenditures	\$ 207,437	\$ 379,000	\$ -	\$ 586,437

All Budgeted Funds Summary

	<u>Beginning Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Ending Budget</u>
Revenue	\$ 127,786,639	\$ 2,058,085	\$ 108,847	\$ 129,735,877
Expenditures	\$ 127,786,639	\$ 2,274,115	\$ 324,877	\$ 129,735,877



# City of Pinellas Park

## Staff Report

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**File #:** 19-058, **Version:** 2

**Agenda Date:** 3/28/2019

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**RECEIPT OF RESIGNATION OF CODE ENFORCEMENT BOARD MEMBER - John Spagnola**

NOTE: John Spagnola submitted his letter of resignation from the Code Enforcement Board effective February 28, 2019. He has served on the Code Enforcement Board since August 10, 2017, with the term to expire December 31, 2020.

ACTION: (Accept - Deny) With regret, the resignation of John Spagnola from the Code Enforcement Board, effective February 28, 2019.



Janet Weidner &lt;jweidner@pinellas-park.com&gt;

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## Resignation

1 message

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**John Spagnola** <johnspagnola@rocketmail.com>  
To: Janet Weidner <jweidner@pinellas-park.com>

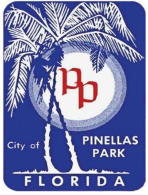
Thu, Feb 28, 2019 at 10:35 AM

I John Spagnola hereby resign my seat on the Pinellas Park Code Enforcement board I want to thank everyone for the time and learning experiences throughout my time I have decided to enlist in the US Army and going on my next journey in life.

Sincerely

John Spagnola

[Sent from Yahoo Mail for iPhone](#)



# City of Pinellas Park

## Staff Report

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**File #:** 19-059, **Version:** 1

**Agenda Date:** 3/28/2019

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### **REAPPOINTMENT TO THE BOARD OF ADJUSTMENT - Karol Singleton**

NOTE: The term for Karol Singleton will expire on April 14, 2019. She was appointed on March 22, 2018 and has expressed an interest in continuing to serve on the Board of Adjustment.

ACTION: (Approve - Deny) The reappointment of Karol Singleton to serve as a member of the Board of Adjustment with her term to expire November 30, 2020.

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February 25, 2019

To: Nicole Tikkanen, Planning & Development Services Staff Assistant

Subject: Interest in continuation to serve on the Board of Adjustment, Karol Singleton

Ms. Tikkanen,

Please accept this letter as an expression of interest to continue to serve the community on the Board of Adjustment. My term expires on April 14, 2019 and I do wish to continue serving the City, Council, and the citizens of Pinellas Park.

Sincerely,

A handwritten signature in cursive script, reading "Karol A. Singleton". The signature is written in dark ink and is positioned above the printed name.

Karol Singleton

2-25-19

CITY OF PINELLAS PARK, FLORIDA

ATTENDANCE RECORD – 2018

BOARD OF ADJUSTMENT

MEMBER	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
CHARLES MURRAY	P	P	P	NM	P	P	NM	NM	P	P	P	P
WILLIAM HOLMES	P	P	P	NM	P	P	NM	NM	P	P	P	P
ROBERT ANDOLINA	P	P	P	NM	P	P	NM	NM	P	P	P	P
JOHN VONHOF	P	P	P	NM	P	P	NM	NM	P	P	P	P
GARY MYGDAL	P	P	P	NM	P	P	NM	NM	P	P	P	E
KAROL SINGLETON**	--	--	P	NM	P	P	NM	NM	P	P	P	P
DJ SCHLADWEILER**	--	--	--	--	--	P	NM	NM	P	P	E	P

**P** = PRESENT  
**E** = EXCUSED  
**U** = UNEXCUSED  
**R** = RESIGNED  
**NM** = NO MEETING  
**\*\*** Newly appointed



# City of Pinellas Park

## Staff Report

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**File #:** 19-073, **Version:** 1

**Agenda Date:** 3/28/2019

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### **APPOINTMENT OF THE 2019 CRA BOARD CHAIR AND VICE-CHAIR**

NOTE: The Community Redevelopment Agency (CRA) Chair and Vice-Chair are selected by a majority of the voting members of the CRA to serve a one-year term ending in March. The CRA Board voted at its meeting of March 26, 2019 to recommend CRA officers for 2019-2020, subject to approval of City Council.

ACTION: (Approve - Deny) the appointment of \_\_\_\_\_ to serve as CRA Chair and \_\_\_\_\_ to serve as CRA Vice-Chair for a one year term ending March, 2020.

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## **CRA Officers**

### **2018**

Chairperson, Rick Butler  
Vice-Chair, Patricia Johnson

### **2017**

Chairperson, Sandra Bradbury  
Vice-Chair, Rick Butler

### **2016**

Chairperson, Ed Taylor  
Vice-Chair, Sandra Bradbury

### **2015**

Chairperson, Jerry Mullins  
Vice-Chair, Ed Taylor

### **2014**

Chairperson, Patricia Johnson  
Vice-Chair, Jerry Mullins

### **2013**

Chairperson, Rick Butler  
Vice-Chair, Patricia Johnson

### **2012**

Chairperson, Ed Taylor  
Vice-Chair, Rick Butler

### **2011**

Chairperson, William Mischler  
Vice-Chair, Sandra Bradbury

### **2010**

Chairperson, Jerry Mullins  
Vice-Chair, Sandra Bradbury

### **2009**

Chairperson, Rick Butler  
Vice-Chair, Jerry Mullins

### **2008**

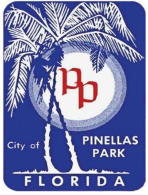
Chairperson, Ed Taylor  
Vice-Chair, Rick Butler

**2007**

Chairperson, Sandra Bradbury  
Vice-Chair, Ed Taylor

**2006**

Chairperson, William Mischler  
Vice-Chair, Patricia Bailey-Snook



# City of Pinellas Park

## Staff Report

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**File #:** 19-075, **Version:** 1

**Agenda Date:** 3/28/2019

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**AUTHORIZATION TO SIGN A HOLD HARMLESS AND INDEMNIFICATION AGREEMENT FOR USE OF CITY OF LARGO TRAINING FACILITY AND PUMP TEST SITE**

NOTE: The City of Largo owns and operates the Public Works Facility located at 1000 - 2nd Street SE in Largo, Florida which includes an area utilized by various departments and outside agencies for training purposes and to test fire pump equipment. The City of Pinellas Park Fire Department desires to use the Training Facility to conduct fire training and pump testing.

ACTION: (Approve - Deny) Authorization for City Manager to sign the Hold Harmless and Indemnification Agreement for Use of Largo Training Facility and Pump Test Site.

**HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**  
**FOR USE OF CITY OF LARGO TRAINING FACILITY AND PUMP TEST SITE**

THIS HOLD HARMLESS AND INDEMNIFICATION AGREEMENT ("Agreement") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the CITY OF LARGO, FLORIDA (hereinafter the "City") and \_\_\_\_\_ City of Pinellas Park, FL \_\_\_\_\_, (hereinafter the "User" which term shall include, if applicable, the User's officers, agents and employees).

WHEREAS, the City owns and operates the Public Works Facility located at 1000 - 2nd Street SE in Largo, Florida which includes an area utilized by various departments and outside agencies for training purposes and to test fire pump equipment (the "Training Site"); and

WHEREAS, the Training Site is available for temporary use to conduct training, pump testing and other related activities during such dates and times as is mutually agreeable to the City and the User; and

WHEREAS, the User desires to use the Training Site for the purposes of Fire training and pump testing (where applicable).

NOW, THEREFORE, the parties agree as follows:

1. RECITALS. The above recitals are true and correct and incorporated herein.
2. TRAINING SITE DESCRIPTION. The Training Site is located on a portion of the City of Largo Public Works Facility premises and is more particularly described as follows:

Lake Largo Hammock Sub No. 1 NW ¼, Lot 24; Parcel ID# 02/30/15/47952/200/2400 and

Lake Largo Hammock Sub No. 2 NE ¼, Lot 25; Parcel ID# 03/30/15/47970/100/2500

It is expressly understood and agreed that User shall have access only to this portion of the City Public Works premises when conducting fire training. **User shall enter and exit the Training Site only through the rear gate of the Public Works property located off of 16th Street SW except as otherwise provided herein for pump testing only.**

3. TERM/USE OF TRAINING SITE. The Training Site, its appurtenances and fixtures, may be temporarily occupied and used by the User to conduct the aforementioned training and other related activities on the following agreed upon dates and times: period beginning and ending as identified on the attached Exhibit "A".

The use of any City equipment/fixtures located at the Training Site is allowed only upon permission from the City and at the City's sole discretion. City agrees to allow User access to and use of the following equipment/fixtures located at the Training Site: Fire training tower and grounds. Pump test facilities may be used upon approval from the City and when scheduled in accordance with Section 5 below.

4. CONDITION OF TRAINING SITE. The User agrees to maintain the Training Site in a clean and useable condition and will be responsible for all reasonable, necessary and/or appropriate clean up after each use by the User. If the premises is not returned to a clean, useable condition (ordinary wear and tear excepted), as determined in the sole discretion of the City, the City reserves the right to repair, cleanup, and restore the Training Site and the full cost of said repair, cleanup and/or restoration shall be paid by the User to the City within ten (10) days of receipt of an invoice from the City.

5. PUMP TESTING ACCESS AND USE. User may obtain access to the pump test facility during the term of this Agreement upon approval from the City and subject to the following additional conditions:

- a) User may enter and exit the City's Public Works property for access to the pump testing



equipment via the 1000 2nd St SE, Largo, FL 33771 entrance. **Access via this entrance is for use of the pump testing equipment only. User shall enter/exit the Public Works property for training and access to other portions of the Training Site through the rear gate of the property located off of 16th Street SW.**

b) User shall be responsible to coordinate with third party vendors for pump testing as applicable. User shall also be responsible to coordinate with the City to schedule access to and use of the pump test equipment by contacting Rosalind Fortino at (727) 587-6718 no less than 72 business hours prior to User's anticipated arrival to the Public Works property. The City will make reasonable effort to accommodate User's request for access to the pump test equipment on a particular date/time, however the City reserves the right to reject User's request for use of the pump test equipment at a specific time/date in its sole discretion.

6. INDEMNITY/HOLD HARMLESS.

(a) If User is a municipal, county, state or federal governmental entity, User agrees as follows:

To the extent permitted by section 768.28, Florida Statutes or the Federal Tort Claims Act, 28 U.S.C. 2671, *et seq* the User does hereby assume all risks and hazards incidental to use and occupation of the Training Site and participation in activities and use of equipment and facilities of the City and does hereby agree to waive, release, absolve, defend and hold harmless the City, its commissioners, mayor, officers, employees, agents and attorneys of, from and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of the User, its officers, employees, agents and representatives. User's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This indemnification includes claims made by the employees of the User against the City and the User hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. This provision shall survive the termination of this Agreement and User's use of the Training Site and the City's equipment and facilities.

(b) If User is a private entity, User agrees as follows with respect to its use and occupancy of the Training Site:

The parties recognize that the User is an independent contractor. User assumes all risks and hazards incidental to User's use and occupation of the Training Site and participation in activities and use of equipment and facilities of the City and does hereby agree to waive, release, absolve, indemnify, defend and hold harmless the City, its commissioners, mayor, officers, employees, agents and attorneys of, from and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising out of User's use and occupation of the Training Site and the User's use of the equipment and facilities of the City. User's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement

of this indemnification provision. This indemnification includes claims made by the employees of the User against the City and the User hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. This provision shall survive the termination of this Agreement and User's use of the Training Site and the City's equipment and facilities.

(c) Nothing contained in the foregoing indemnifications shall be construed to be a waiver of any immunity or limitation of liability the City may be entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

(d) User agrees to repair or replace any damage to any real or personal property of the City caused by the actions or omissions of the User, its officers, officials, employees, agents and participants in the training held at the Training Site.

7. THIRD PARTIES. User is not permitted to introduce, invite, or allow any third party onto the Public Works property, including but not limited to the Training Site. In the event User does, in fact, invite a third party or utilizes the services of a third party for training purposes, User agrees to indemnify and hold harmless the City from any damage or claims which may result from the acts or omissions of the third party, and said obligation to indemnify and hold harmless shall be subject to the terms of Section 6 above. The City reserves the right to deny access to any third party in its sole discretion.

8. ASSUMPTION OF THE RISK. Participation in the training and use of the Training Site contemplated by this Agreement may carry certain inherent risks or dangers of which a reasonably prudent person should be aware. To that extent, User acknowledges and agrees and hereby assumes the risks associated with the training activities contemplated herein and the use of said Training Site.

9. TERMINATION. This Agreement shall remain in full force and effect until terminated by any party hereto. This Agreement may be terminated immediately, without cause, by a party hereto upon giving written notice thereof to the other party.

10. REGULATION COMPLIANCE. During the performance of this Agreement, User agrees to abide by any and all administrative, operational, and safety rules and regulations established by the City, its agents and/or employees during the use and occupation of the Training Site by the User. Any breach of any rule or regulation established by the City shall result in an immediate termination of the use of the Training Site and, in the City's sole discretion, termination of this Agreement.

11. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

**City of Pinellas Park, Florida**

\*By: \_\_\_\_\_

Title: Doug Lewis, City Manager

By: \_\_\_\_\_

Title: City Attorney

WITNESSES:

\_\_\_\_\_  
Signature – Witness #1

\_\_\_\_\_  
Print/Type Name – Witness #1

\_\_\_\_\_  
Signature – Witness #2

\_\_\_\_\_  
Print/Type Name – Witness #2

\*The individual executing this Agreement on behalf of the User affirms they are authorized to do so thereby binding the User to all terms and conditions herein contained.

**CITY OF LARGO, FLORIDA**

\_\_\_\_\_  
Henry Schubert, City Manager

ATTEST:

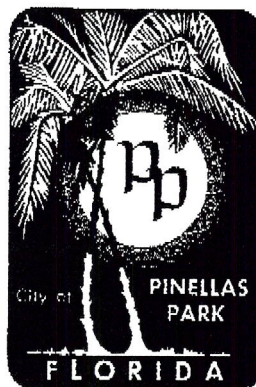
\_\_\_\_\_  
City Clerk

REVIEWED AND APPROVED:

\_\_\_\_\_  
Assistant City Attorney

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

March 6, 2019

Chief Brett Schlatterer  
Pinellas Park Fire Department  
City of Pinellas Park  
P. O. Box 1100  
Pinellas Park, Florida 33780-1100

**RE: City Document #19-063**  
**Hold Harmless and Indemnification Agreement**

Dear Chief Schlatterer:

Our office has received and reviewed the updated Hold Harmless and Indemnification Agreement for use of the City of Largo's Training Facility and Pump Test Site. Our office recommends that any agreement requiring the City to indemnify and hold harmless another entity be approved by City Council. I would approve of the Agreement as to form and correctness.

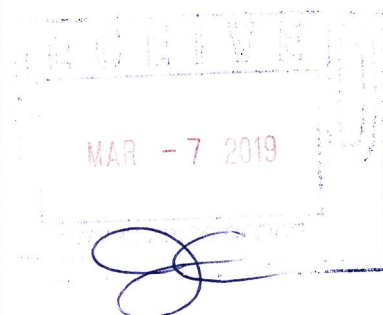
Very truly yours,

James W. Denhardt  
City Attorney

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

JWD/dh

19-063.03062019.LCBS.Hold Harmless Agmt.wpd



PRINTED ON RECYCLED PAPER



# City of Pinellas Park

## Staff Report

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**File #:** 19-057, **Version:** 1

**Agenda Date:** 3/28/2019

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**AUTHORIZATION FOR FINAL PAYMENT ON PURCHASE UNDER THE CLAY COUNTY BID #13/14-8 - Broderick Park Tennis Court Light Poles and LED Light Fixtures**

NOTE: This action is recommended so final payment can be processed and the purchase completed. The total and final payment amount of purchase is \$36,420.00 to be charged to account 301781-562520 under Project 19781-353 CONST on Page 234 under CIP Project and Programs of the Budget Book for 2018-19.

ACTION: (Approve - Deny) Authorization to make final payment for the purchase and installation of Tennis Court Light Poles and LED Light Fixtures at the Broderick Park Tennis Courts under Clay County Bid #13/14-8 from Musco Lighting 2107 Stewart Road, Muscatine, Iowa at a cost of \$82,500 to be charged to the appropriate account.



Musco Sports Lighting, LLC  
100 1st Ave West  
PO Box 808  
Oskaloosa, IA 52577-0808

**INVOICE:** 319054

**Invoice Date:** 02/22/19

**Account #:** 5365

**Project #:** 192548

Broderick Park Tennis

**SOLD TO:**

City of Pinellas Park  
PO Box 1100  
Pinellas Park, FL 33780  
USA

Attn: Accounts Payable

**SHIP TO:**

Broderick Park  
6101 66th Avenue North  
Pinellas Park, FL 33781  
USA

PLEASE DETACH AND RETURN WITH PAYMENT

INVOICE	Account #	Purchase Order #	Ship Via	Freight	Ship Date
319054	5365	20190034			02/22/19

Project: 192548 Broderick Park Tennis

Line	Quantity	Part Number/Description	Unit Price	Ext Price
		Billing for the installation for the lighting project for Broderick Park Tennis		36,420.00

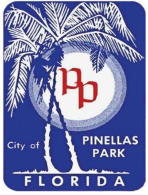


**QUESTIONS?** Call (800) 825-6020 -or- E-mail [AR@Musco.com](mailto:AR@Musco.com)

*Thank You!*

<b>TERMS</b> Net 30	<b>SALES REPRESENTATIVE</b> Bob DeCouto	<b>TOTAL AMOUNT</b> 82,500.00
A SERVICE CHARGE OF 1 1/2% PER MONTH (ANNUAL PERCENTAGE RATE OF 18%) WILL BE CHARGED ON ALL INVOICES 30 DAYS PAST DUE		<b>AMOUNT BILLED TO DATE</b> 46,080.00
		<b>UNBILLED BALANCE</b> 0.00
<b>REMIT TO:</b> Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577-0808 Federal Identification Number: 42-1511754		<b>AMOUNT DUE</b> 36,420.00

C5



# City of Pinellas Park

## Staff Report

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**File #:** 19-060, **Version:** 1

**Agenda Date:** 3/28/2019

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### **REAPPOINTMENT OF LIBRARY ADVISORY BOARD MEMBER - Patricia Bennett**

NOTE: The term of Patricia Bennett as a Library Advisory Board member expires on June 30, 2019. She has expressed an interest in continuing to serve on the Board for another three-year term. The Library Advisory Board voted to recommend that City Council reappoint Ms. Bennett.

ACTION: (Approve - Deny) Reappointment of Patricia Bennett to serve as a member of the Library Advisory Board for a term to expire June 30, 2022.

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City of Pinellas Park, Florida  
Barbara S. Ponce Public Library  
Library Advisory Board Meeting  
February 7, 2019, 6:31pm  
Unapproved Minutes

Present: Patricia Bennett (Chair), Milton Wendland (Vice-Chair), Jacqueline Barnes, Katherine Egolf, William Holmes, Jeffrey Nguyen and Kevin Quinn

Absent: Shannon Harner and Elithia Stanfield

City Staff Present: David McMurrin, Asst. Library Director and Debra Surprenant, Administrative Clerk

**1. Call to Order**

The meeting was called to order by Chair Bennett at 6:31 p.m.

**2. Approval of November 1, 2018 Meeting Minutes:** A motion was made by Mr. Holmes and seconded by Ms. Egolf to approve the November 1, 2018 minutes. Motion approved.

**3. Old Business - Annual Report Second Draft:** Mr. Holmes stated that the City Council Meeting was well attended by Library Board Members and that Councilmember Johnson specifically brought up the idea of a new library.

**4. Monthly Statistics** – Mr. McMurrin stated that the AARP stats are low this month because the AARP worker had some health issues that has caused her to resign. A new AARP worker is in training now. Facebook stats are steadily increasing and more events are getting posted on social media. Mr. Holmes commented on the low number of foreign language stats. Mr. McMurrin also stated that there has been a change in the wireless network for the library. The City, as a whole, has strict filters that limit patrons access to the network therefore the switch was made for easier access at the library by have less strict filters.

**5. Director's Report**

**A. Project and Staff Committee Update** – Mr. McMurrin stated that the library is fully staffed. The Youth Services Department has made some changes by adding tables that fit together to make various shapes depending on the need. The Library Sunshine Committee sponsored an Asian Street Food Day to celebrate Lunar New Year. Staff has also developed “Encouragement Cards” that are being put in books.

**B. Friends of the Library Update:** Ms. Bennett stated that four Kindle Fire Tablets were purchased as prizes to encourage attendance of classes about using on-line apps to read books ie. Overdrive and Hoopla. Raffle baskets will be put together in time for their Country in the Park fundraiser. The Friends are planning on sponsoring a luncheon at the Senior Center to promote the Friends of the Barbara S. Ponce Public Library. There will be the annual fall book sale at the library which will include Craft Vendors and Raffle Baskets. Barnes and Noble book sales have been put on hold due to their staffing changes.

**C. Library Programs and Events:** Mr. McMurrin briefly highlighted programs and event including Marvel Trivia Nite, After Hours Cake Wars and the Laurel, Hardy Film Festival, Florida Landscaping and Antman and Wasp movie from the February calendar.

**D. Building Project Updates:** none

**E. PPLC Updates:** Mr. McMurrin stated that PPLC is re-working the Circulation Policy.

6. **New Business**

A. **Swearing in of New Members – Egolf and Nguyen:** Mr. McMurrin gave the Oath of Office to Katherine Egolf and Jeffrey Nguyen.

B. **Term Expirations: Barnes, Bennett, Holmes, Nguyen, and Wendland:** Members Bennett, Holmes and Wendland expressed a continued interest in participating in the Library Board. Ms. Egolf moved with a second from Mr. Quinn that the board recommend the reappointments of Patricia Bennett, William “Bill” Holmes and Milton Wendland each for 3-year terms expiring on June 30, 2022. The motion was approved. Teen Board Members Ms. Barnes and Mr. Nguyen’s terms will expire when they graduate high school in May 2019.

C. **Review New Meeting Room Policy:** Mr. McMurrin shared the updated meeting room policy.

7. **Next Meeting:** Scheduled for Thursday, April 4, 2019 at 6:30 pm.

8. **Adjournment:** There being no further business, Mr. Holmes moved that the meeting be adjourned. Chair Bennett adjourned the meeting at 7:15 p.m.

Respectfully Submitted,

---

Patricia Bennett, Chair

---

David McMurrin, Assistant Library Director



# City of Pinellas Park

## Staff Report

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**File #:** 19-061, **Version:** 1

**Agenda Date:** 3/28/2019

---

### **REAPPOINTMENT OF LIBRARY ADVISORY BOARD MEMBER - William Holmes**

NOTE: The term of William Holmes as a Library Advisory Board member expires on June 30, 2019. He has expressed an interest in continuing to serve on the Board for another three-year term. The Library Advisory Board voted to recommend that City Council reappoint Mr. Holmes.

ACTION: (Approve - Deny) Reappointment of William Holmes to serve as a member of the Library Advisory Board for a term to expire June 30, 2022.

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City of Pinellas Park, Florida  
Barbara S. Ponce Public Library  
Library Advisory Board Meeting  
February 7, 2019, 6:31pm  
Unapproved Minutes

Present: Patricia Bennett (Chair), Milton Wendland (Vice-Chair), Jacqueline Barnes, Katherine Egolf, William Holmes, Jeffrey Nguyen and Kevin Quinn

Absent: Shannon Harner and Elithia Stanfield

City Staff Present: David McMurrin, Asst. Library Director and Debra Surprenant, Administrative Clerk

**1. Call to Order**

The meeting was called to order by Chair Bennett at 6:31 p.m.

**2. Approval of November 1, 2018 Meeting Minutes:** A motion was made by Mr. Holmes and seconded by Ms. Egolf to approve the November 1, 2018 minutes. Motion approved.

**3. Old Business - Annual Report Second Draft:** Mr. Holmes stated that the City Council Meeting was well attended by Library Board Members and that Councilmember Johnson specifically brought up the idea of a new library.

**4. Monthly Statistics** – Mr. McMurrin stated that the AARP stats are low this month because the AARP worker had some health issues that has caused her to resign. A new AARP worker is in training now. Facebook stats are steadily increasing and more events are getting posted on social media. Mr. Holmes commented on the low number of foreign language stats. Mr. McMurrin also stated that there has been a change in the wireless network for the library. The City, as a whole, has strict filters that limit patrons access to the network therefore the switch was made for easier access at the library by have less strict filters.

**5. Director's Report**

**A. Project and Staff Committee Update** – Mr. McMurrin stated that the library is fully staffed. The Youth Services Department has made some changes by adding tables that fit together to make various shapes depending on the need. The Library Sunshine Committee sponsored an Asian Street Food Day to celebrate Lunar New Year. Staff has also developed “Encouragement Cards” that are being put in books.

**B. Friends of the Library Update:** Ms. Bennett stated that four Kindle Fire Tablets were purchased as prizes to encourage attendance of classes about using on-line apps to read books ie. Overdrive and Hoopla. Raffle baskets will be put together in time for their Country in the Park fundraiser. The Friends are planning on sponsoring a luncheon at the Senior Center to promote the Friends of the Barbara S. Ponce Public Library. There will be the annual fall book sale at the library which will include Craft Vendors and Raffle Baskets. Barnes and Noble book sales have been put on hold due to their staffing changes.

**C. Library Programs and Events:** Mr. McMurrin briefly highlighted programs and event including Marvel Trivia Nite, After Hours Cake Wars and the Laurel, Hardy Film Festival, Florida Landscaping and Antman and Wasp movie from the February calendar.

**D. Building Project Updates:** none

**E. PPLC Updates:** Mr. McMurrin stated that PPLC is re-working the Circulation Policy.

6. **New Business**

A. **Swearing in of New Members – Egolf and Nguyen:** Mr. McMurrin gave the Oath of Office to Katherine Egolf and Jeffrey Nguyen.

B. **Term Expirations: Barnes, Bennett, Holmes, Nguyen, and Wendland:** Members Bennett, Holmes and Wendland expressed a continued interest in participating in the Library Board. Ms. Egolf moved with a second from Mr. Quinn that the board recommend the reappointments of Patricia Bennett, William “Bill” Holmes and Milton Wendland each for 3-year terms expiring on June 30, 2022. The motion was approved. Teen Board Members Ms. Barnes and Mr. Nguyen’s terms will expire when they graduate high school in May 2019.

C. **Review New Meeting Room Policy:** Mr. McMurrin shared the updated meeting room policy.

7. **Next Meeting:** Scheduled for Thursday, April 4, 2019 at 6:30 pm.

8. **Adjournment:** There being no further business, Mr. Holmes moved that the meeting be adjourned. Chair Bennett adjourned the meeting at 7:15 p.m.

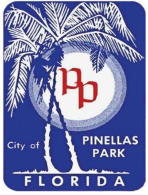
Respectfully Submitted,

---

Patricia Bennett, Chair

---

David McMurrin, Assistant Library Director



# City of Pinellas Park

## Staff Report

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**File #:** 19-062, **Version:** 1

**Agenda Date:** 3/28/2019

---

### **REAPPOINTMENT OF LIBRARY ADVISORY BOARD MEMBER - Milton Wendland**

NOTE: The term of Milton Wendland as a Library Advisory Board member expires on June 30, 2019. He has expressed an interest in continuing to serve on the Board for another three-year term. The Library Advisory Board voted to recommend that City Council reappoint Mr. Wendland.

ACTION: (Approve - Deny) Reappointment of Milton Wendland to serve as a member of the Library Advisory Board for a term to expire June 30, 2022.

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City of Pinellas Park, Florida  
Barbara S. Ponce Public Library  
Library Advisory Board Meeting  
February 7, 2019, 6:31pm  
Unapproved Minutes

Present: Patricia Bennett (Chair), Milton Wendland (Vice-Chair), Jacqueline Barnes, Katherine Egolf, William Holmes, Jeffrey Nguyen and Kevin Quinn

Absent: Shannon Harner and Elithia Stanfield

City Staff Present: David McMurrin, Asst. Library Director and Debra Surprenant, Administrative Clerk

**1. Call to Order**

The meeting was called to order by Chair Bennett at 6:31 p.m.

**2. Approval of November 1, 2018 Meeting Minutes:** A motion was made by Mr. Holmes and seconded by Ms. Egolf to approve the November 1, 2018 minutes. Motion approved.

**3. Old Business - Annual Report Second Draft:** Mr. Holmes stated that the City Council Meeting was well attended by Library Board Members and that Councilmember Johnson specifically brought up the idea of a new library.

**4. Monthly Statistics** – Mr. McMurrin stated that the AARP stats are low this month because the AARP worker had some health issues that has caused her to resign. A new AARP worker is in training now. Facebook stats are steadily increasing and more events are getting posted on social media. Mr. Holmes commented on the low number of foreign language stats. Mr. McMurrin also stated that there has been a change in the wireless network for the library. The City, as a whole, has strict filters that limit patrons access to the network therefore the switch was made for easier access at the library by have less strict filters.

**5. Director's Report**

**A. Project and Staff Committee Update** – Mr. McMurrin stated that the library is fully staffed. The Youth Services Department has made some changes by adding tables that fit together to make various shapes depending on the need. The Library Sunshine Committee sponsored an Asian Street Food Day to celebrate Lunar New Year. Staff has also developed “Encouragement Cards” that are being put in books.

**B. Friends of the Library Update:** Ms. Bennett stated that four Kindle Fire Tablets were purchased as prizes to encourage attendance of classes about using on-line apps to read books ie. Overdrive and Hoopla. Raffle baskets will be put together in time for their Country in the Park fundraiser. The Friends are planning on sponsoring a luncheon at the Senior Center to promote the Friends of the Barbara S. Ponce Public Library. There will be the annual fall book sale at the library which will include Craft Vendors and Raffle Baskets. Barnes and Noble book sales have been put on hold due to their staffing changes.

**C. Library Programs and Events:** Mr. McMurrin briefly highlighted programs and event including Marvel Trivia Nite, After Hours Cake Wars and the Laurel, Hardy Film Festival, Florida Landscaping and Antman and Wasp movie from the February calendar.

**D. Building Project Updates:** none

**E. PPLC Updates:** Mr. McMurrin stated that PPLC is re-working the Circulation Policy.

6. **New Business**

A. **Swearing in of New Members – Egolf and Nguyen:** Mr. McMurrin gave the Oath of Office to Katherine Egolf and Jeffrey Nguyen.

B. **Term Expirations: Barnes, Bennett, Holmes, Nguyen, and Wendland:** Members Bennett, Holmes and Wendland expressed a continued interest in participating in the Library Board. Ms. Egolf moved with a second from Mr. Quinn that the board recommend the reappointments of Patricia Bennett, William “Bill” Holmes and Milton Wendland each for 3-year terms expiring on June 30, 2022. The motion was approved. Teen Board Members Ms. Barnes and Mr. Nguyen’s terms will expire when they graduate high school in May 2019.

C. **Review New Meeting Room Policy:** Mr. McMurrin shared the updated meeting room policy.

7. **Next Meeting:** Scheduled for Thursday, April 4, 2019 at 6:30 pm.

8. **Adjournment:** There being no further business, Mr. Holmes moved that the meeting be adjourned. Chair Bennett adjourned the meeting at 7:15 p.m.

Respectfully Submitted,

---

Patricia Bennett, Chair

---

David McMurrin, Assistant Library Director



# City of Pinellas Park

## Staff Report

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**File #:** 19-055, **Version:** 1

**Agenda Date:** 3/28/2019

---

**AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO ACCEPT A RIGHT-OF-WAY EASEMENT FROM GINA N. NASSE & JEFFERY J. NASSE - 6300 70TH AVENUE NORTH**

NOTE: The City of Pinellas Park has requested a right-of-way easement from Gina N. Nasse & Jeffery J. Nasse to increase the right-of-way width to the sufficient size at 6300 70th Avenue North.

ACTION: (Approve - Deny) Authorization for the Mayor to accept a right-of-way easement from Gina N. Nasse & Jeffery J. Nasse at 6300 70th Avenue North.

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# RIGHT OF WAY EASEMENT

**THIS INDENTURE**, Made this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2019, between **Gina N. Nasse & Jeffery J. Nasse**, Mailing Address 6300 70th Avenue North, Pinellas Park, Florida, 33781, 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# 32/30/16/69930/200/0607, Property Address, 6300 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 THAT PORTION OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 30 SOUTH, RANGE 16 EAST, RUN SOUTH 00°41'59" WEST 30.00'; THENCE SOUTH 89°41'50" EAST 630.80' TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°41'50" EAST 40.00'; THENCE SOUTH 00°41'59" WEST 10.00'; THENCE NORTH 89°41'50" WEST 40.00'; THENCE NORTH 00°41'59" EAST 10.00' TO THE POINT OF BEGINNING.

A PARCEL CONTAINING 400 SQ. FT. 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

(Witness#1.) \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

(Witness#2.) \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

## OWNER

(Witness#1.) \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

(Witness#2.) \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

State of Florida

County of Pinellas

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 2019 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

70th Avenue North

10'

40'

PROPOSED 10' x 40'  
RIGHT OF WAY EASEMENT

6340

6300



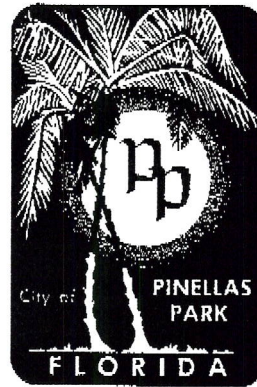
NTS

10' x 40' Right of Way Easement  
6300 70th Avenue North  
Pinellas Park, FL 33781

EXHIBIT "A"

City of  
**PINELLAS PARK**

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



**FLORIDA**

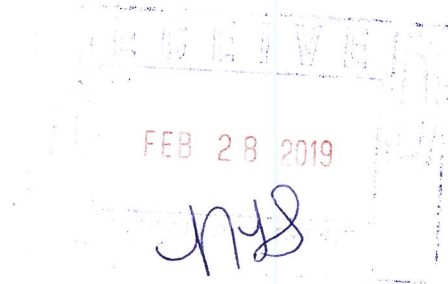
PHONE • (727) 369-0700  
FAX • (727) 544-7448

**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

February 28, 2019

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



**RE: City Document #19-054**  
**Right-of-Way Easement for 6300 70th Avenue**

Dear Mr. Petersen:

I received and reviewed the Right-of-Way Easement for the property located at 6300 70th Avenue North. Assuming the legal description contained in the Easement is correct, I would approve of the Easement 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  
Bart Diebold, Public Works Administrator

JWD/dh  
19-54.02272019.LAP.ROW Easement for 6300 70th Ave.wpd



PRINTED ON RECYCLED PAPER





# City of Pinellas Park

## Staff Report

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**File #:** 19-056, **Version:** 1

**Agenda Date:** 3/28/2019

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**AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO ACCEPT A RIGHT-OF-WAY EASEMENT FROM GINA N. NASSE & JEFFERY J. NASSE - 6340 70TH AVENUE NORTH**

NOTE: The City of Pinellas Park has requested a right-of-way easement from Gina N. Nasse & Jeffery J. Nasse to increase the right-of-way width to the sufficient size and for existing drainage infrastructure, and for the future maintenance and operation of said equipment at 6340 70th Avenue North.

ACTION: (Approve - Deny) Authorization for the Mayor to accept a right-of-way easement from Gina N. Nasse & Jeffery J. Nasse at 6340 70th Avenue North.

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# RIGHT OF WAY EASEMENT

**THIS INDENTURE**, Made this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2019, between **Gina N. Nasse & Jeffery J. Nasse**, Mailing Address 6300 70th Avenue North, Pinellas Park, Florida, 33781, 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# 32/30/16/69930/200/0601, Property Address, 6340 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 THAT PORTION OF LOT 6, PINELLAS FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGES 4&5 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 30 SOUTH, RANGE 16 EAST, RUN SOUTH 00°41'59" WEST 30.00'; THENCE SOUTH 89°41'50" EAST 338.00' TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°41'50" EAST 292.81'; THENCE SOUTH 00°41'59" WEST 10.00'; THENCE NORTH 89°41'50" WEST 292.81'; THENCE NORTH 00°41'59" EAST 10.00' TO THE POINT OF BEGINNING.

A PARCEL CONTAINING 0.07 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

(Witness#1.) \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

(Witness#2.) \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

## OWNER

(Witness#1.) \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

(Witness#2.) \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

State of Florida

County of Pinellas

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 2019 by \_\_\_\_\_  
(Name of person acknowledging and title of position)

\_\_\_\_\_  
Notary Public signature

\_\_\_\_\_  
(Name of Notary typed, printed or stamped)

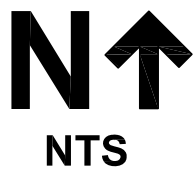
Personally known \_\_\_\_\_ or produced identification \_\_\_\_\_

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



**10' x 292.81' Right of Way Easement**  
**6340 70th Avenue North**  
**Pinellas Park, FL 33781**

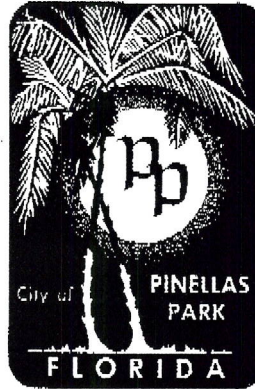
**EXHIBIT "A"**



City of

**PINELLAS PARK**

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

**FLORIDA**

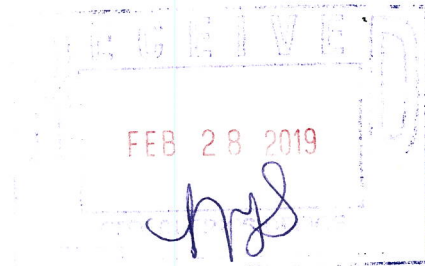
PHONE • (727) 369-0700  
FAX • (727) 544-7448

**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

**February 28, 2019**

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



**RE: City Document #19-055**  
**Right-of-Way Easement for 6340 70th Avenue**

Dear Mr. Petersen:

I received and reviewed the above-referenced Right-of-Way Easement for the property located at 6340 70th Avenue North. Assuming the legal description of the Easement is correct, I would approve of the Easement 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  
Bart Diebold, Public Works Administrator

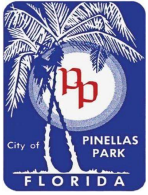
JWD/dh

19-55.02272019.LAP.ROW Easement for 6340 70th Ave.wpd



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C10



# City of Pinellas Park

## Staff Report

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**File #:** 19-064, **Version:** 1

**Agenda Date:** 3/28/2019

---

**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.

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

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## UTILITY EASEMENT

**THIS INDENTURE**, Made this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2019, between TSE Industries, Inc., a Florida corporation, Mailing Address 5180 113<sup>th</sup> Avenue North, Clearwater, Florida, 33760, (“**Grantor**”), and the City of Pinellas Park, with offices at 5141 78<sup>th</sup> Avenue North, Pinellas Park, FL 33781, (“**Grantee**”). (*“Grantor” and “Grantee” are used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders, as context requires.*)

**Grantor** hereby grants for and in consideration of the sum of ten dollars (\$10.00), and other valuable considerations, in hand paid by Grantee, the receipt whereof is hereby acknowledged, hereby grants and releases unto Grantee a non-exclusive **Utility Easement** over, under, across and through that portion of Parcel ID# 16/30/16/57676/000/0250, property address 5260 113<sup>th</sup> Avenue North, Clearwater, Florida, 33760. Further described in the legal description and sketch attached hereto as Exhibit “A” and made a part hereof.

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

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

**SIGNED, SEALED, AND DELIVERED IN OUR PRESENCE:**

**GRANTOR:**

TSE Industries, Inc., a Florida Corporation

(Wit.)

\_\_\_\_\_  
(print name below signature)

\_\_\_\_\_  
Richard K. Klingel, (President)

(Wit.)

\_\_\_\_\_  
(print name below signature)

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 2019, 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

THIS IS NOT A SURVEY.

THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

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

## DESCRIPTION:

A PORTION OF LOT 28, MID COUNTY INDUSTRIAL CENTER, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 81, PAGES 99 THROUGH 101, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING IN SECTION 16, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 28; THENCE S89°58'58"W, ALONG THE NORTH LINE OF SAID LOT 28, A DISTANCE OF 5.00 FEET TO A POINT ON THE WEST LINE OF A 10 FOOT WIDE DRAINAGE EASEMENT AS SHOWN ON SAID PLAT AND THE POINT OF BEGINNING; THENCE S00°16'57"W ALONG SAID WEST LINE, A DISTANCE OF 21.00 FEET; THENCE DEPARTING SAID LINE S89°58'58"W, A DISTANCE OF 10.00 FEET; THENCE N00°16'57"E, A DISTANCE OF 21.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 28; THENCE N89°58'58"E, ALONG SAID NORTH LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 210 SQUARE FEET,  
(0.005 ACRE) MORE OR LESS

## LEGEND

L# LINE - SEE LINE TABLE  
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  
SF SQUARE FEET  
TWP. TOWNSHIP

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°16'57"W	21.00'
L2	S89°58'58"W	10.00'
L3	N00°16'57"E	21.00'
L4	N89°58'58"E	10.00'

## NOTES:

1. BEARINGS FOR THIS SKETCH OF DESCRIPTION ARE BASED ON THE NORTH LINE OF LOT 28, BEING S89°58'58"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

**DEUEL & ASSOCIATES**  
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

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

**SKETCH OF DESCRIPTION**  
**5260 113TH AVENUE NORTH**  
**CLEARWATER, FLORIDA**

WORK ORDER	2017-25
DATE:	2/14/2019
DRAWN:	LKC
SCALE:	1" = 60'
SHEET NO.	1 OF 1

DANA A. WYLLIE, PSM, LS 5874

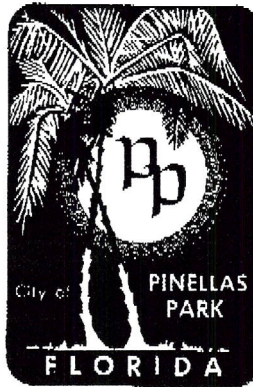
CITY OF PINELLAS PARK

FLORIDA

City of

**PINELLAS PARK**

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

**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

March 11, 2019

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

**RE: City Document #19-061 (Revised)**  
**Utility Easement for 5260 113th Avenue N.**

Dear Mr. Petersen:

I have received and reviewed the above-referenced Utility Easement. Please update the third line in the second paragraph to provide for a "non-exclusive **Utility Easement** over, under, across and through . . . ." Additionally, the signature block for the Grantor should also be updated to list Mr. Klingel's title (President).

Once the above noted changes are incorporated into the Agreement, and assuming that the legal description 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

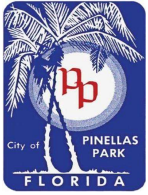
JWD/dh

19-061.03112019.LAP.Utility Easement for 5260 113th Ave N Revised.wpd



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# City of Pinellas Park

## Staff Report

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**File #:** 19-065, **Version:** 1

**Agenda Date:** 3/28/2019

---

**AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO ACCEPT A PERPETUAL UTILITY EASEMENT FROM MARIE DAPICE - 4360 82ND AVENUE NORTH**

NOTE: The City of Pinellas Park has requested a utility easement from Marie Dapice to accommodate existing utility equipment, and for the future maintenance and operation of said equipment at 4360 82nd Avenue North.

ACTION: (Approve - Deny) Authorization for the Mayor to accept a utility easement from Marie Dapice at 4360 82nd Avenue North.

# UTILITY EASEMENT

**THIS INDENTURE**, Made this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2019, between **Marie Dapice**, Mailing Address 4360 82nd Avenue North, Pinellas Park, Florida, 33781, 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 **Utility Easement** over, under, across and through that portion of Parcel ID# 27/30/16/40860/000/0070, Property Address 4360 82nd 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.

COMMENCE AT THE NORTHWEST CORNER OF LOT 7, HOLT AND WOODS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 48, PAGE 32, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, RUN SOUTH 00°02'12" EAST 130.00' TO THE POINT OF BEGINNING, WHICH IS ALSO A POINT ON THE NORTH LINE OF A VACATED 20.00' ALLEYWAY; THENCE CONTINUE SOUTH 00°02'12" EAST 10.00'; THENCE SOUTH 89°46'10" EAST 60.00'; THENCE NORTH 00°02'12" WEST 10.00'; THENCE NORTH 89°46'10" WEST 60.00' TO THE POINT OF BEGINNING.

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

(Witness#1.) \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print name)

(Witness#2.) \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

State of Florida

County of Pinellas

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 2019 by

\_\_\_\_\_  
(Name of person acknowledging and title of position)

\_\_\_\_\_  
Notary Public signature

\_\_\_\_\_  
(Name of Notary typed, printed or stamped)

Personally known \_\_\_\_\_ or produced identification \_\_\_\_\_

Type of identification produced \_\_\_\_\_

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

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

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



15

82nd Avenue N



60

60

60

60

60

9

8

7

6

5

4360



PROPOSED  
10' x 60' UTILITY EASEMENT



60'

10'

VAC



NTS

10' Utility Easement  
4360 82nd Avenue North  
Pinellas Park, FL 33781

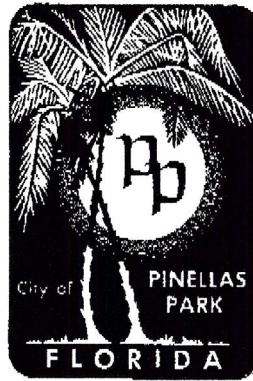
C12

EXHIBIT "A"

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

March 6, 2019

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

**RE: City Document #19-056**  
**Utility Easement for 4360 82nd Avenue**

Dear Mr. Petersen:

I have received and reviewed the above-referenced Utility Easement. Whenever dealing with a utility easement, I would recommend that the language in the Witnesseth paragraph be updated to read "A Utility Easement over, under, across and through . . . ." Once that change is made, and assuming that the legal description contained in the Easement is correct, I would approve of the Easement Agreement as to form and correctness.

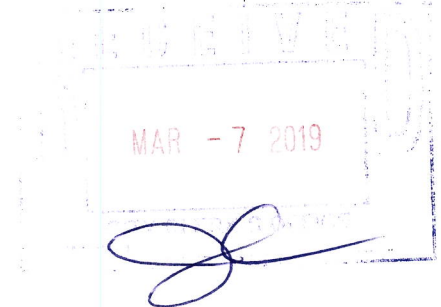
Very truly yours,

James W. Denhardt  
City Attorney

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

JWD/dh

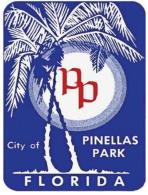
19-056.03062019.LAP.Utility Easement for 4360 82nd Ave.wpd



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C12





# City of Pinellas Park

## Staff Report

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**File #:** 19-066, **Version:** 1

**Agenda Date:** 3/28/2019

---

**AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO ACCEPT A PERPETUAL INGRESS/EGRESS EASEMENT FROM CAPITAL RESOURCES OF FLORIDA, LLC - 9401 49TH STREET NORTH**

NOTE: The City of Pinellas Park has requested a perpetual ingress/egress easement at 9401 49th Street North to access the existing drainage ditch and for the future maintenance and operation of said ditch at 9401 49th Street North.

ACTION: (Approve - Deny) Authorization for the City of Pinellas Park to accept a perpetual ingress/egress easement from Capital Resources of Florida, LLC at 9401 49th Street North.

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Prepared By & Return To:

Capital Resources of Florida, LLC  
1375 S. Ft. Harrison  
Clearwater, FL 33756

**INGRESS/EGRESS EASEMENT**

THIS INDENTURE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between **CAPITAL RESOURCES OF FLORIDA, LLC**, a Florida limited liability company, located at 1375 S. Ft. Harrison, Clearwater, Florida 33756, hereinafter called the “**Grantor**”, and the **CITY OF PINELLAS PARK**, 6051 78th Avenue, Pinellas Park, Florida 33781, its successors and assigns, hereinafter called the “**Grantee**”.

**WITNESSETH**

That the Grantor hereby grants for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, in hand paid by the Grantee, the receipt whereof is hereby acknowledged, hereby grants and releases unto the Grantee, its successors and assigns, a perpetual, non-exclusive ingress-egress easement over, across and through the surface of that portion of Parcel ID #21-30-16-69822-100-3101, as further described in the legal description attached hereto as Exhibit “A” and made a part hereof (“Easement Area”), for the purpose of the City to maintain the utility and drainage easement contained in Resolution No. 02-45 in favor of the City of Pinellas Park, recorded in Official Records Book 12303, Page 1431, which is situated to the south of the Easement Area.

The Easement Area is not intended for the use by the general public. Grantor, its successor or assigns, reserves the right to install site lighting, landscaping, pylon/monument signage, utilities and irrigation lines within the Easement Area for the use of Grantor or its permittees, so long as such items do not interfere with nor frustrate the Grantee’s rights created under this Easement Agreement.

IN WITNESS WHEREOF, the Grantor(s) have set their hands and seals the day and year first hereinabove set forth.

Signed, sealed and delivered in the presence of:

**CAPITAL RESOURCES OF FLORIDA, LLC**, a  
Florida limited liability company

\_\_\_\_\_  
**Signature Witness #1**

Print Name: \_\_\_\_\_

By: Capital Resources of Chicago, Inc., a Florida  
corporation, its Manager

\_\_\_\_\_  
**Signature Witness #2**

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Gary R. Boesch, President

STATE OF FLORIDA

COUNT OF PINELLAS

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019 by Gary R. Boesch, President of Capital Resources of Chicago, Inc., a Florida corporation, Manager of Capital Resources of Florida, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public – State of Florida

Print Name: \_\_\_\_\_

Commission Expires; \_\_\_\_\_

**Exhibit “A”**

# SECTION 21, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

## LEGAL DESCRIPTION: CROSS ACCESS & MAINTENANCE EASEMENT

THAT PORTION OF FARM 31 AND 32 PINELLAS FARMS AS RECORDED IN PLAT BOOK 7, PAGES 4 AND 5, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA OF WHICH PINELLAS COUNTY WAS FORMERLY A PART IN THE STATE OF FLORIDA AND THAT PORTION OF VACATED 94TH AVENUE RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 12303, PAGE 1431, PINELLAS COUNTY, FLORIDA;

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 30 SOUTH, RANGE 16 EAST, RUN SOUTH 89°56'03" EAST, 50.00 FEET ALONG THE EAST/WEST CENTERLINE OF SAID SECTION 21; THENCE NORTH 00°03'03" WEST, 15.00 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF 94TH AVENUE NORTH AND THE EAST RIGHT-OF-WAY LINE OF 49TH STREET NORTH ALSO BEING THE SOUTH LINE OF SAID FARM 31; THENCE SOUTH 89°56'03" EAST, ALONG SAID SOUTH LINE OF SAID FARM 31, 60.00 FEET FOR A POINT OF BEGINNING; THENCE RUN SOUTH 89°56'03" EAST CONTINUING ALONG THE SOUTH LINE, 40.00 FEET; THENCE NORTH 00°03'03" WEST, 30.42 FEET; THENCE SOUTH 89°56'03" EAST, 80.36 FEET; THENCE SOUTH 00°03'03" EAST, 45.42 FEET TO THE AFORESAID EAST/WEST CENTERLINE OF SECTION 21; THENCE SOUTH 89°56'03" EAST, ALONG SAID EAST/WEST CENTERLINE, 729.19 FEET; THENCE N 27°59'08" W, 40.91 FEET; THENCE N 58°03'22" E, 31.70 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY OF U. S. HIGHWAY #19; THENCE NORTH 31°56'33" WEST, 45.42 FEET ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY OF U.S. #19; THENCE SOUTH 56°54'42" WEST, 61.13 FEET; THENCE NORTH 89°56'03" WEST, 592.55 FEET; THENCE NORTH 68°44'26" WEST, 44.14 FEET; THENCE SOUTH 00°03'03" EAST, 8.46 FEET; THENCE ALONG A CURVE TO THE LEFT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 60.00 FEET, AN ARC OF 21.85 FEET, BEARING NORTH 79°30'09" WEST, 21.73 FEET; THENCE NORTH 89°56'03" WEST, 127.03 FEET; THENCE SOUTH 00°03'03" EAST, 54.42 FEET TO THE POINT OF BEGINNING.

## SURVEYORS REPORT

- 1.) THIS IS A SKETCH AND DESCRIPTION ONLY, NOT A SURVEY. IT'S PRIMARY PURPOSE IS TO SHOW / DOCUMENT THE LOCATION OF THE PARCELS TO EASEMENT.
- 2.) THIS SKETCH COMPLIES WITH THE FLORIDA STANDARDS OF PRACTICE PURSUANT TO 5J-17 FLORIDA ADMINISTRATIVE CODE FOR THIS TYPE OF SURVEY AND IS NOT INTENDED TO MEET THE NATIONAL STANDARDS.
- 3.) THE PROFESSIONAL SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- 4.) THE BEARING BASIS IS PER LEGAL DESCRIPTION PROVIDED. THE BEARING REFERENCE LINE IS THE EAST R/W LINE OF 49TH STREET NORTH, BEING S00°03'03"E. NORTH ARROW IS BASED ON THE BEARING STRUCTURE.
- 5.) SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR CONSIDERED AS PART OF THIS SURVEY. NO EVIDENCE OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.
- 6.) THIS SURVEY DOES NOT DETERMINE OR IMPLY OWNERSHIP. CERTIFICATION IS NOT TRANSFERABLE.
- 7.) COPYRIGHT © LAND PRECISION CORPORATION. ALL RIGHTS RESERVED. NO PART OF THIS DRAWING MAY BE REPRODUCED BY PHOTOCOPYING, RECORDING OR BY ANY OTHER MEANS, OR STORED, PROCESSED OR TRANSMITTED IN OR BY ANY COMPUTER OR OTHER SYSTEMS WITHOUT THE PRIOR WRITTEN PERMISSION OF THE SURVEYOR. COPIES OF THIS PLAN WITHOUT AN ORIGINAL SIGNATURE AND IMPRESSION SEAL ARE NOT VALID.
- 8.) ALIGNMENT FOR EASEMENT PROVIDED IN CADD FILE.

SHEET 1 OF 2

## LAND PRECISION CORPORATION



2683 SUNSET POINT ROAD  
CLEARWATER, FL 33759 LB #6168  
727-796-2737  
FAX 727-796-3326

SURVEYING — MAPPING — PLANNING

## ABBREVIATION LEGEND

PG — PAGE	R/W — RIGHT-OF-WAY
FIP — Found Iron Pipe	C/T — Curb Tie PC — Point Of Curve
N&D — Nail and Disk	F/T — Fence Tie POL — Point On Line
POB — Point Of Beginning	(M) — Measured C — Centerline
PCP — Permanent Control Point	(P) — Plat
POC — Point Of Commencement	FCM — Found Concrete Monument
BRL — Bearing Reference Line	PRM — Permanent Reference Monument
FRL — Field Reference Line	
⊕ — Section Corner	O.R. — OFFICIAL RECORDS NTS — NOT TO SCALE

JOB #18101-CAEUD

DATE: 2/15/19

VINCENT E. CORDITT, FLA. LICENSED SURVEYOR AND MAPPER No. 4608  
(NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.)

POB

POC  
SOUTHWEST CORNER  
OF THE SE1/4 OF  
THE NE1/4 OF  
21-30-16

49TH STREET NORTH  
EAST RIGHT-OF-WAY LINE

S00°03'03"E  
54.42'

N89°56'03"W  
127.03'

S89°56'03"E  
80.36'

S00°03'03"E  
45.42'

N00°03'03"W  
30.42'

S89°56'03"E  
40.00'

S89°56'03"E 60.00'  
NORTH R/W OF VACATED  
94TH AVE. N. & SOUTH  
LINE OF FARM 31

S00°03'03"E  
8.46'

N68°44'26"W  
44.14'

N89°56'03"W  
592.55'

S00°03'03"E  
45.42'

N1/2 OF 94TH AVENUE  
VACATED BY RESOLUTION  
& PERPETUAL UTILITY &  
DRAINAGE RETAINED PER  
O.R BOOK 12303, PAGE 1431

S89°56'03"E  
729.19'

CROSS ACCESS &  
MAINTENANCE EASEMENT

FARM 31

FARM 32

S56°54'42"W  
61.13'

S00°03'03"E  
45.42'

N00°03'03"W  
30.42'

S89°56'03"E  
40.00'

S89°56'03"E  
80.36'

S00°03'03"E  
45.42'

N68°44'26"W  
44.14'

N89°56'03"W  
592.55'

S00°03'03"E  
8.46'

S00°03'03"E  
54.42'

N00°03'03"W  
15.00'

S89°56'03"E  
50.00'

SOUTHWESTERLY R/W  
OF US HIGHWAY 19

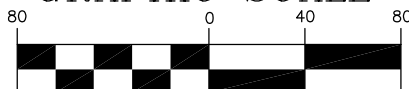
LINE TABLE		
LINE	LENGTH	BEARING
1	54.42'	S00°03'03"E
2	127.03'	N89°56'03"W
3	80.36'	S89°56'03"E
4	45.42'	S00°03'03"E
5	30.42'	N00°03'03"W
6	40.00'	S89°56'03"E
7	60.00'	S89°56'03"E
8	8.46'	S00°03'03"E
9	44.14'	N68°44'26"W
10	592.55'	N89°56'03"W
11	45.42'	S00°03'03"E
12	729.19'	S89°56'03"E
13	61.13'	S56°54'42"W
14	45.42'	S00°03'03"E
15	30.42'	N00°03'03"W
16	40.00'	S89°56'03"E
17	50.00'	S89°56'03"E
18	15.00'	N00°03'03"W

LINE TABLE		
LINE	LENGTH	BEARING
L1	40.91	N27°59'08"W
L2	31.70	N58°03'22"E

CURVE TABLE				
CURVE	LENGTH	RADIUS	BEARING	CHORD
C1	21.85	60.00	N79°30'09"W	21.73



GRAPHIC SCALE



( IN FEET )  
inch = 80 ft.

PG - PAGE  
FIP - Found Iron Pipe  
N&D - Nail and Disk  
POB - Point Of Beginning  
PCP - Permanent Control Point  
POC - Point Of Commencement  
BRL - Bearing Reference Line  
FRL - Field Reference Line  
R/W - RIGHT-OF-WAY  
C/T - Curb Tie  
F/T - Fence Tie  
(M) - Measured  
(P) - Plat  
PC - Point Of Curve  
POL - Point On Line  
CL - Centerline  
FCM - Found Concrete Monument  
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O.R. - OFFICIAL RECORDS  
NTS - NOT TO SCALE

LAND PRECISION CORPORATION



2683 SUNSET POINT ROAD  
CLEARWATER, FL 33759 LB #6168  
727-796-2737  
FAX 727-796-3326

SURVEYING – MAPPING – PLANNING

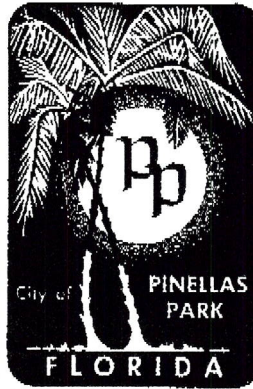
JOB #18101-CAEUD

DATE: 2/15/19

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

March 8, 2019

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

**RE: City Document #19-060**  
**Ingress/Egress Easement with Capital Resources of Florida, LLC**

Dear Mr. Petersen:

I have received and reviewed the above-referenced Ingress/Egress Easement. I would recommend updating the second sentence of the second paragraph under "Witnesseth" to read as follows:

Grantor, its successor or assigns, reserves the right to install site lighting, landscaping, pylon/monument signage, utilities and irrigation lines within the Easement Area for the use of the Grantor or its permittees, so long as such items do not interfere with nor frustrate the Grantee's rights created under this Easement Agreement.

With that change, I would approve of the Easement 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  
Bart Diebold, Public Works Administrator

JWD/dh

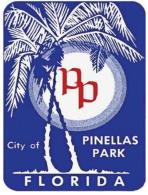
19-060.05082019.LAP.Ingress Egress Easement w Capital Resources of FL.wpd



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# City of Pinellas Park

## Staff Report

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**File #:** 19-067, **Version:** 1

**Agenda Date:** 3/28/2019

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**AUTHORIZATION FOR THE CITY OF PINELLAS PARK TO ACCEPT A PERPETUAL UTILITY EASEMENT FROM WHK BIOSYSTEMS, LLC - 11345 53RD STREET NORTH**

NOTE: The City of Pinellas Park has requested a utility easement from WHK Biosystems, LLC to accommodate existing utility equipment, and for the future maintenance and operation of said equipment at 11345 53rd Street North.

ACTION: (Approve - Deny) Authorization for the Mayor to accept a utility easement from WHK Biosystems, LLC at 11345 53rd Street North.

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## UTILITY EASEMENT

**THIS INDENTURE**, Made this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2019, between WHK BIOSYSTEMS, LLC, a Florida Limited Liability Company, Mailing Address 5180 113th Avenue North, Pinellas Park, Florida, 33760 (“**Grantor**”), and the City of Pinellas Park, with offices at 5141 78<sup>th</sup> Avenue North, Pinellas Park, FL 33781, (“**Grantee**”). (*“Grantor” and “Grantee” are used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders, as context requires.*)

**Grantor** hereby grants for and in consideration of the sum of ten dollars (\$10.00), and other valuable considerations, in hand paid by Grantee, the receipt whereof is hereby acknowledged, hereby grants and releases unto Grantee a non-exclusive **Utility Easement** over, under, across and through that portion of Parcel ID# 16/30/16/57676/000/0510, property address 11345 53rd Street North, Clearwater, Florida, 33760. Further described in the legal description and sketch attached hereto as Exhibit “A” and made a part hereof.

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

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

**SIGNED, SEALED, AND DELIVERED IN OUR PRESENCE:**

**GRANTOR:**

WHK BIOSYSTEMS, LLC., a Florida Limited Liability Company

(Wit.)

\_\_\_\_\_  
(print name below signature)

\_\_\_\_\_  
Richard K. Klingel, (Manager)

(Wit.)

\_\_\_\_\_  
(print name below signature)

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 2019, by

\_\_\_\_\_  
(Name of person acknowledging and title of position)

WHK BIOSYSTEMS, LLC, a Florida limited Liability Company, 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

THIS IS NOT A SURVEY.  
THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY  
THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

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

## Exhibit "A"

### DESCRIPTION:

A PORTION OF LOT 52, MID COUNTY INDUSTRIAL CENTER, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 81, PAGES 99 THROUGH 101, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING IN SECTION 16, TOWNSHIP 30 SOUTH, RANGE 16 EAST. PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

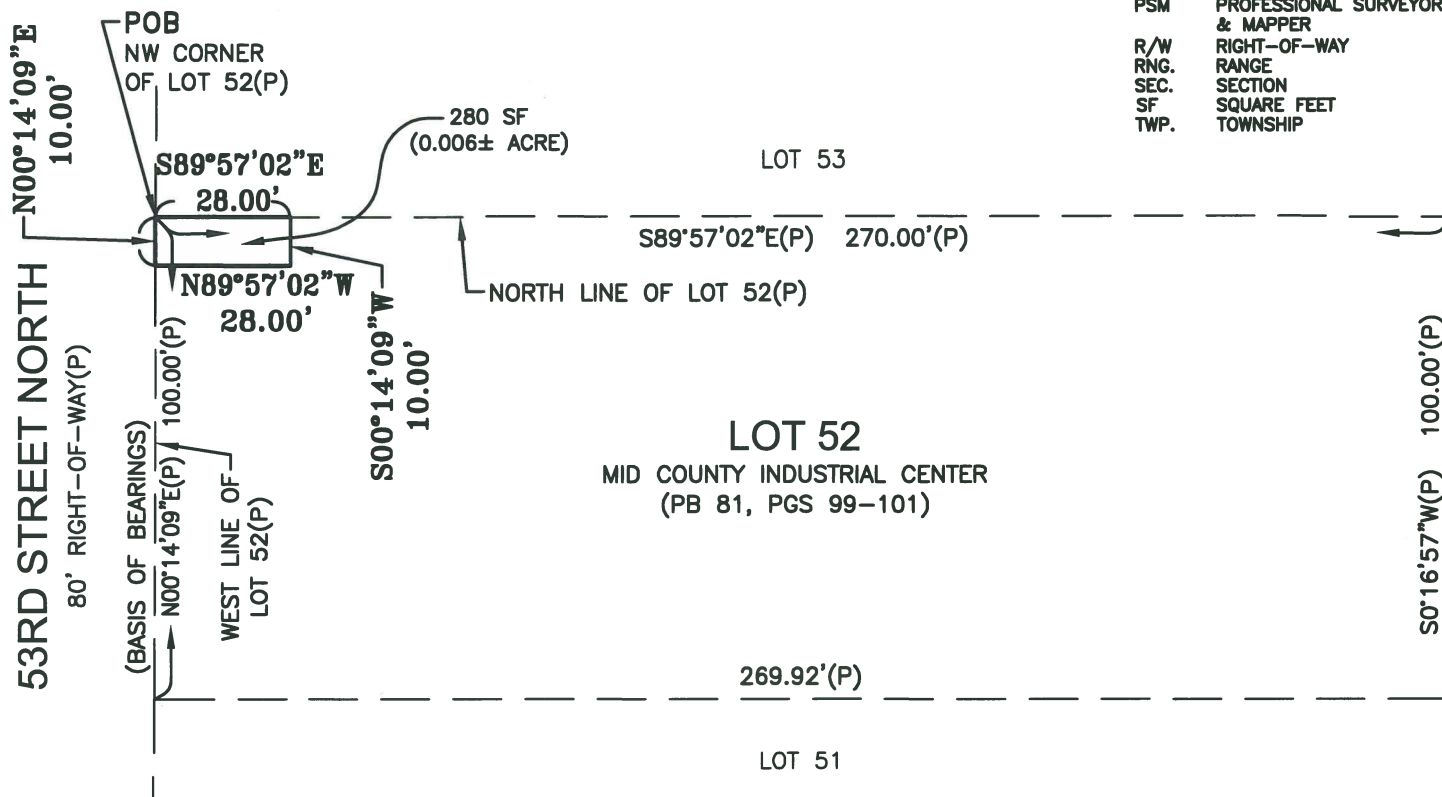
BEGIN AT THE NORTHWEST CORNER OF SAID LOT 52; THENCE S89°57'02"E, ALONG THE NORTH LINE OF SAID LOT 52, A DISTANCE OF 28.00 FEET; THENCE DEPARTING SAID LINE S00°14'09"W, A DISTANCE OF 10.00 FEET; THENCE N89°57'02"W, A DISTANCE OF 28.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 52; THENCE N00°14'09"E, ALONG SAID WEST LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 280 SQUARE FEET, (0.006 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
PSM	PROFESSIONAL SURVEYOR & MAPPER
R/W	RIGHT-OF-WAY
RNG.	RANGE
SEC.	SECTION
SF	SQUARE FEET
TWP.	TOWNSHIP



### NOTES:

1. BEARINGS FOR THIS SKETCH OF DESCRIPTION ARE BASED ON THE WEST LINE OF LOT 52, BEING N00°14'09"E, 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 1/40 OR SMALLER.

**DEUEL & ASSOCIATES**  
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

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

NO. 5874  
STATE OF  
*Dana A. Wyllie* 2/19/2019  
DANA A. WYLLIE, PSM, LS 5874

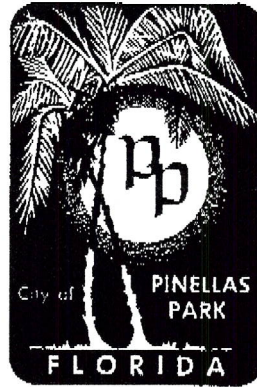
**SKETCH OF DESCRIPTION**  
**11345 53RD STREET NORTH**  
**CLEARWATER, FLORIDA**

WORK ORDER	1990-499
DATE:	2/14/2019
DRAWN:	LKC
SCALE:	1" = 40'
SHEET NO.	1 OF 1

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

**March 11, 2019**

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

**RE: City Document #19-062**  
**Utility Easement for 11345 53rd Street N.**

Dear Mr. Petersen:

I have received and reviewed the above-referenced Utility Easement. Please update the third line in the second paragraph to provide for a "non-exclusive **Utility Easement** over, under, across and through . . . ." Additionally, the signature block for the Grantor should also be updated to list Mr. Klingel's title (Manager).

Once the above-mentioned changes are incorporated into the Agreement, and assuming that the legal description contained in Exhibit A is correct, I would approve of the Easement as to form and correctness.

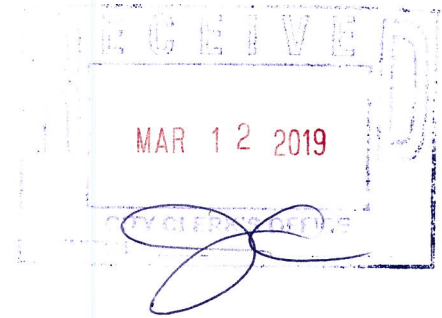
Very truly yours,

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

19-062.03112019.LAP.Utility Easement for 11345 53rd St N.wpd



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