



**THE TOWN OF KENNETH CITY, FLORIDA
PUBLIC NOTICE
COUNCIL MEETING**

The Council of the Town of Kenneth City will meet at Community Hall, located 4600 58th Street North, Kenneth City, Florida to discuss the agenda items of Town business listed at the time indicated below.

FACE MASKS REQUIRED FOR ENTRY AND MUST BE WORN AT ALL TIMES IN THE BUILDING. INDOOR SEATING LIMITED TO 25 DUE TO CDC GUIDELINES.

6:30 P.M.

August 12, 2020

Community Hall

- A. Call to Order
- B. Invocation and Pledge of Allegiance
- C. Roll Call
- D. Consent Agenda for August
 1. Minutes (*July 22, 2020*)
 2. Revenue/Expenditure Report
 3. Building Department Report
 4. Police Department Report
 5. Fire Department Report
- E. Open Forum (limited to 3 minutes)
Please sign-in at the podium, listing your name, address and email
- F. New Business
 - a. Approval of Joint Project Agreement (JPA) with Pinellas County for 46th Ave. Improvements
- G. Comments
 - Mayor/Council/Attorney/Manager/Clerk
- H. Adjournment

www.kennethcityfl.org

Any person who decides to appeal any decision of the Town Council with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes 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 law does not require the Town Clerk to transcribe verbatim minutes; therefore, the applicant must make the necessary arrangements with a private reporting firm and bear the resulting expense. In accordance with the Americans with Disability Act and F.S. 286.26; any person with a disability requiring reasonable accommodation in order to participate in this meeting should call 727-498-8948 or fax a written request to 727-498-8841.

Posted August 7, 2020

Next meeting- Workshop to immediately follow at Community Hall

Consent Agenda

For August

- Minutes – Council Meeting & Workshop (7/22/20)
- Revenue/Expenditure Report
- Building Department Report
- Police Department Report
- Fire Department Report

REVENUE/EXPENDITURE REPORT

Kenneth City

For the Period: 7/1/2020 to 7/31/2020

	Original Bud.	Amended Bud.	MTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - GENERAL FUND							
Expenditures							
Dept: 000.521 PUBLIC SAFETY - LAW ENFORCEMEN							
949.500 APPLICANT SCREENING	0.00	0.00	0.00	0.00	0.00	0.00	0.0
949.600 PRISONER EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.0
951.000 OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.0
952.100 GASOLINE	0.00	0.00	378.86	378.86	0.00	-378.86	0.0
952.101 OIL & FILTERS	0.00	0.00	114.37	114.37	0.00	-114.37	0.0
952.200 TIRES & BATTERIES	0.00	0.00	0.00	0.00	0.00	0.00	0.0
952.300 UNIFORMS & GEAR	0.00	0.00	107.46	107.46	0.00	-107.46	0.0
952.411 CAMERA, FILM, EQUIP, ETC	0.00	0.00	0.00	0.00	0.00	0.00	0.0
952.500 AMMUNITION	0.00	0.00	0.00	0.00	0.00	0.00	0.0
952.600 UNIFORM CLEANING	0.00	0.00	0.00	0.00	0.00	0.00	0.0
952.700 CRIME INVESTIGATION SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.0
952.800 PERSONAL PROPERTY REPLACEMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.0
954.000 DUES & SUBSCRIPTIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.0
964.000 OFFICE & BLDG EQUIP (NEW)	0.00	0.00	0.00	0.00	0.00	0.00	0.0
964.010 BLDG FURNITURE	0.00	0.00	0.00	0.00	0.00	0.00	0.0
964.100 NEW VEHICLES	0.00	0.00	0.00	0.00	0.00	0.00	0.0
964.300 OTHER NEW EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.0
980.300 POLICE DEPT GRANTS	0.00	0.00	0.00	0.00	0.00	0.00	0.0
980.400 GRANT DUI ENFORCEMENT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00	0.0
980.500 Electricity	0.00	0.00	919.73	919.73	0.00	-919.73	0.0
999.000 MISCELLANEOUS	0.00	0.00	44.00	44.00	0.00	-44.00	0.0
PUBLIC SAFETY - LAW ENFORCEMEN	0.00	0.00	64,593.69	64,593.69	0.00	-64,593.69	0.0
Dept: 000.522 PUBLIC SAFETY - FIRE CONTROL							
934.000 CONTRACTURAL SERVICES	0.00	0.00	23,682.00	23,682.00	0.00	-23,682.00	0.0
PUBLIC SAFETY - FIRE CONTROL	0.00	0.00	23,682.00	23,682.00	0.00	-23,682.00	0.0
Dept: 000.524 PROTECTIVE INSPECTION							
934.000 CONTRACTURAL SERVICES	0.00	0.00	7,068.25	7,068.25	0.00	-7,068.25	0.0
940.000 TRAVEL & MEETING EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.0
946.500 COMPUTER MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.0
946.600 COMPUTER SOFTWARE	0.00	0.00	0.00	0.00	0.00	0.00	0.0
947.000 PRINTING	0.00	0.00	0.00	0.00	0.00	0.00	0.0
951.000 OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.0
954.000 DUES & SUBSCRIPTIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.0
999.000 MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.0
PROTECTIVE INSPECTION	0.00	0.00	7,068.25	7,068.25	0.00	-7,068.25	0.0
Dept: 000.525 EMERGENCY & DISASTER RELIEF							
983.000 DISASTER PREPAREDNESS AIDS	0.00	0.00	2.30	2.30	0.00	-2.30	0.0
EMERGENCY & DISASTER RELIEF	0.00	0.00	2.30	2.30	0.00	-2.30	0.0
Dept: 000.529 OTHER PUBLIC SAFETY							
900.001 CRIME WATCH	0.00	0.00	0.00	0.00	0.00	0.00	0.0
OTHER PUBLIC SAFETY	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Dept: 000.534 GARBAGE/SOLID WASTE SERVICE							
900.000 TRASH COLLECTION	0.00	0.00	0.00	0.00	0.00	0.00	0.0
900.210 RECYCLING GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.0
GARBAGE/SOLID WASTE SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Dept: 000.541 TRANSPORTATION-DEPT.PUBLIC WKS							
912.000 SALARIES	0.00	0.00	0.00	0.00	0.00	0.00	0.0
912.104 DPW FOREMAN	0.00	0.00	0.00	0.00	0.00	0.00	0.0
912.202 DPW SALARIES	0.00	0.00	0.00	0.00	0.00	0.00	0.0
912.250 PART-TIME SEASONAL	0.00	0.00	0.00	0.00	0.00	0.00	0.0
912.260 PART TIME	0.00	0.00	0.00	0.00	0.00	0.00	0.0
914.000 OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00	0.0
921.000 FICA TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.0
922.000 EMPLOYEES PENSION FUND	0.00	0.00	1,129.77	1,129.77	0.00	-1,129.77	0.0

REVENUE/EXPENDITURE REPORT

Kenneth City

For the Period: 7/1/2020 to 7/31/2020

	Original Bud.	Amended Bud.	MTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - GENERAL FUND							
Expenditures							
Dept: 000.541 TRANSPORTATION-DEPT.PUBLIC WKS							
923.000 EMPLOYEES HEALTH INSURANCE	0.00	0.00	3,681.08	3,681.08	0.00	-3,681.08	0.0
923.001 EMPLOYEES DISABILITY INSURANCE	0.00	0.00	379.28	379.28	0.00	-379.28	0.0
923.050 DEPENDANT HEALTH CARE	0.00	0.00	0.00	0.00	0.00	0.00	0.0
931.000 STAFF TRAINING	0.00	0.00	0.00	0.00	0.00	0.00	0.0
934.000 CONTRACTURAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.0
934.100 STREET SWEEPING	0.00	0.00	0.00	0.00	0.00	0.00	0.0
934.200 GROUNDS/LAKE MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.0
940.000 TRAVEL & MEETING EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.0
941.100 COMMUNICATIONS - CELL/LAPTOPS	0.00	0.00	252.84	252.84	0.00	-252.84	0.0
943.000 Gas Utility	0.00	0.00	68.98	68.98	0.00	-68.98	0.0
943.100 ELECTRICITY	0.00	0.00	62.04	62.04	0.00	-62.04	0.0
943.110 STREET LIGHTING	0.00	0.00	4,735.73	4,735.73	0.00	-4,735.73	0.0
943.200 WATER & SEWER	0.00	0.00	0.00	0.00	0.00	0.00	0.0
943.210 TRAFFIC LIGHTS & MAINTENANCE	0.00	0.00	705.85	705.85	0.00	-705.85	0.0
946.000 REPAIRS & MAINT - BLDG	0.00	0.00	-1,060.00	-1,060.00	0.00	1,060.00	0.0
946.100 REPAIRS VEHICLES	0.00	0.00	0.00	0.00	0.00	0.00	0.0
946.200 REPAIRS & MAINTENANCE - EQUIP	0.00	0.00	-13.73	-13.73	0.00	13.73	0.0
946.310 Beautification	0.00	0.00	0.00	0.00	0.00	0.00	0.0
946.315 Contract Mowing	0.00	0.00	0.00	0.00	0.00	0.00	0.0
946.320 Parks Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.0
946.400 VEHICLE EQUIP CERT & CHECKS	0.00	0.00	0.00	0.00	0.00	0.00	0.0
946.500 COMPUTER MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.0
947.000 PRINTING	0.00	0.00	0.00	0.00	0.00	0.00	0.0
948.000 ADVERTISING (JOB POSTINGS)	0.00	0.00	0.00	0.00	0.00	0.00	0.0
951.000 OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.0
952.100 GASOLINE	0.00	0.00	0.00	0.00	0.00	0.00	0.0
952.101 OIL & FILTERS	0.00	0.00	0.00	0.00	0.00	0.00	0.0
952.200 TIRES & BATTERIES	0.00	0.00	-70.00	-70.00	0.00	70.00	0.0
952.300 UNIFORMS & GEAR	0.00	0.00	0.00	0.00	0.00	0.00	0.0
952.400 SMALL TOOLS	0.00	0.00	0.00	0.00	0.00	0.00	0.0
952.410 CLEANING SUPPLIES	0.00	0.00	357.00	357.00	0.00	-357.00	0.0
952.440 MINOR MATERIALS	0.00	0.00	0.00	0.00	0.00	0.00	0.0
952.510 CHEMICALS	0.00	0.00	195.00	195.00	0.00	-195.00	0.0
953.000 ROAD MAT & SUPP MAINT & REPAIR	0.00	0.00	0.00	0.00	0.00	0.00	0.0
954.000 DUES & SUBSCRIPTIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.0
963.100 STREET & TRAFFIC SIGNS	0.00	0.00	0.00	0.00	0.00	0.00	0.0
963.200 TRAFFIC MARKING SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.0
963.300 STREET REPAIRS & IMP(MAJOR)	0.00	0.00	0.00	0.00	0.00	0.00	0.0
963.400 DRAIN MAINT & IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.0
964.200 NEW MACHINERY (OTHER)	0.00	0.00	0.00	0.00	0.00	0.00	0.0
964.300 OTHER NEW EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.0
999.000 MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.0
TRANSPORTATION-DEPT.PUBLIC WKS	0.00	0.00	10,423.84	10,423.84	0.00	-10,423.84	0.0
Dept: 000.569 OTHER HUMAN SERVICES							
982.100 NEIGHBORLY SENIOR SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.0
982.200 SPCA	0.00	0.00	0.00	0.00	0.00	0.00	0.0
982.300 OTHER AGENCY SUPPORT	0.00	0.00	0.00	0.00	0.00	0.00	0.0
982.400 STATION 16 TOYS FOR TOTS	0.00	0.00	0.00	0.00	0.00	0.00	0.0
OTHER HUMAN SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Dept: 000.571 CULTURE/RECREATION -LIBRARIES							
901.000 LIBRARY FEES	0.00	0.00	100.00	100.00	0.00	-100.00	0.0
912.000 SALARIES	0.00	0.00	0.00	0.00	0.00	0.00	0.0
921.000 FICA TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.0
951.000 OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.0
966.000 BOOKS, PUBLICATIONS, MATERIALS	0.00	0.00	0.00	0.00	0.00	0.00	0.0
CULTURE/RECREATION -LIBRARIES	0.00	0.00	100.00	100.00	0.00	-100.00	0.0
Dept: 000.572 PARKS/ RECREATION/BUILDINGS							

REVENUE/EXPENDITURE REPORT

Kenneth City

For the Period: 7/1/2020 to 7/31/2020	Original Bud.	Amended Bud.	MTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - GENERAL FUND							
Expenditures							
Dept: 000.572 PARKS/ RECREATION/BUILDINGS							
912.000 SALARIES	0.00	0.00	0.00	0.00	0.00	0.00	0.0
921.000 FICA TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.0
922.000 EMPLOYEES PENSION FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.0
923.000 EMPLOYEES HEALTH INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.0
934.000 CONTRACTURAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.0
934.001 OTH SERVICES YOGA	0.00	0.00	0.00	0.00	0.00	0.00	0.0
943.100 ELECTRICITY	0.00	0.00	0.00	0.00	0.00	0.00	0.0
943.200 WATER & SEWER	0.00	0.00	0.00	0.00	0.00	0.00	0.0
946.000 REPAIRS & MAINT - BLDG	0.00	0.00	0.00	0.00	0.00	0.00	0.0
949.001 RECREATION FEE REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.0
952.300 UNIFORMS & GEAR	0.00	0.00	0.00	0.00	0.00	0.00	0.0
952.410 CLEANING SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.0
963.010 MAINTENANCE - PARKS	0.00	0.00	0.00	0.00	0.00	0.00	0.0
963.020 BEAUTIFICATION	0.00	0.00	0.00	0.00	0.00	0.00	0.0
964.210 NEW EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.0
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PARKS/ RECREATION/BUILDINGS	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Dept: 000.574 SPECIAL EVENTS							
900.100 GEN (COUNCIL MTG,COFFEE,ETC)	0.00	0.00	0.00	0.00	0.00	0.00	0.0
900.200 SPECIAL EVENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.0
900.400 HOLIDAY DECORATIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.0
900.500 VOLUNTEER APPRECIATION	0.00	0.00	0.00	0.00	0.00	0.00	0.0
900.800 OTHER	0.00	0.00	0.00	0.00	0.00	0.00	0.0
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SPECIAL EVENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Dept: 000.589 UNALLOCATED FUNDS							
900.220 CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00	0.0
900.230 CONTINGENCY-INFRASTRUCTURE	0.00	0.00	0.00	0.00	0.00	0.00	0.0
999.999 Interfund transfer Out	0.00	0.00	0.00	0.00	0.00	0.00	0.0
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UNALLOCATED FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.0
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Expenditures	0.00	0.00	161,473.08	161,473.08	0.00	-161,473.08	0.0
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Net Effect for GENERAL FUND	0.00	0.00	40,929.51	40,929.51	0.00	-40,929.51	0.0
Change in Fund Balance:			40,929.51				
Fund: 100 - RED LIGHT CAMERA FUND							
Revenues							
Dept: 000.000							
351.900 RED LIGHT CAMERA'S	0.00	0.00	975.00	975.00	0.00	-975.00	0.0
389.000 BORROWED FROM RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.0
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Dept: 000.000	0.00	0.00	975.00	975.00	0.00	-975.00	0.0
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Revenues	0.00	0.00	975.00	975.00	0.00	-975.00	0.0
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Expenditures							
Dept: 000.000							
931.200 EXTRAORDINARY LEGAL FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.0
949.201 ATS EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.0
949.202 RED LIGHT CAMERA STATE EXP	0.00	0.00	0.00	0.00	0.00	0.00	0.0
949.203 REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.0
949.204 REVITALIZATION	0.00	0.00	0.00	0.00	0.00	0.00	0.0
949.205 MAGISTRATE RLC	0.00	0.00	0.00	0.00	0.00	0.00	0.0
949.206 BAILIFFS RLC	0.00	0.00	0.00	0.00	0.00	0.00	0.0
949.207 CLERK RLC	0.00	0.00	0.00	0.00	0.00	0.00	0.0
964.300 OTHER NEW EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.0
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Dept: 000.000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
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Dept: 000.514 LEGAL COUNSEL							

REVENUE/EXPENDITURE REPORT

Kenneth City

For the Period: 7/1/2020 to 7/31/2020

	Original Bud.	Amended Bud.	MTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 300 - CAPITAL PROJECTS FUND							
Expenditures							
Dept: 000.541 TRANSPORTATION-DEPT.PUBLIC WKS							
964.300 OTHER NEW EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.0
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TRANSPORTATION-DEPT.PUBLIC WKS	0.00	0.00	420.00	420.00	0.00	-420.00	0.0
Dept: 000.572 PARKS/ RECREATION/BUILDINGS							
962.010 BLDG ADD & EXPANSION(INFRAST)	0.00	0.00	0.00	0.00	0.00	0.00	0.0
963.000 INFRASTRUCTURE- P&R	0.00	0.00	6,154.25	6,154.25	0.00	-6,154.25	0.0
963.010 MAINTENANCE - PARKS	0.00	0.00	0.00	0.00	0.00	0.00	0.0
963.020 BEAUTIFICATION	0.00	0.00	0.00	0.00	0.00	0.00	0.0
964.100 NEW VEHICLES	0.00	0.00	0.00	0.00	0.00	0.00	0.0
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PARKS/ RECREATION/BUILDINGS	0.00	0.00	6,154.25	6,154.25	0.00	-6,154.25	0.0
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Expenditures	0.00	0.00	13,637.67	13,637.67	0.00	-13,637.67	0.0
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Net Effect for CAPITAL PROJECTS FUND	0.00	0.00	23,149.22	23,149.22	0.00	-23,149.22	0.0
Change in Fund Balance:			23,149.22				
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Grand Total Net Effect:	0.00	0.00	65,053.73	65,053.73	0.00	-65,053.73	



TOWN OF KENNETH CITY

A SAFE, FRIENDLY SMALL TOWN

6000 54th Avenue North - Kenneth City, Florida 33709

Phone : (727) 498-8948 | Fax : (727) 498 - 8841

town57@kennethcityfl.org | www.kennethcityfl.org

TO: TOWN CLERK

From: Gary Strait, Plans Examiner

Subject: Permits & Fees For: **July 2020**

Number of Permits Issued: **43**

Total Fees Collected: \$ **4120.07**

The Following Permits Were Issued:

Building 26

Electric 2

Mechanical 8

Plumbing 2

Engineering 5

Landscaping 0

Gas 0

Fire 0

Well Drill 0

8-3-20

2020

July

DATE	ADDRESS	APPLICANT	OWNER	PERMIT #	TYPE	DESCRIPTION	ISSUE DATE	VALUATION	PLAN REV	TIF	DCADBPPT & E FEE	PERMIT F TOTAL
07/01/20	5694 46TH AVE	FAST OF FLORIDA	JENTSCH	12091	PLBG	WATER HEATER CHANGEOUT	07/01/20	\$1,400.00	\$0.00	\$0.00	\$4.00	\$46.00
07/01/20	5526 43RD AVE	ROBERT J ROGERS	PECHIN	12092	BLDG	WINDOW REPLACEMENT	07/01/20	\$29,631.00	\$100.00	\$0.00	\$7.50	\$200.00
07/02/20	5373 60TH ST	KONGCRETE KREATIONZ	ALLEN	12093	ENG	DRIVEWAY	07/02/20	\$10,100.00	\$0.00	\$0.00	\$5.00	\$90.00
07/06/20	5153 LAKE CHARLES DR	DYNASTY BUILDING	MC DONALDS	12094	BLDG	R & R ROOF	07/06/20	\$11,982.20	\$0.00	\$0.00	\$4.00	\$95.00
07/09/20	4724 60TH ST	WINDOW WORLD	STICKNEY	12095	BLDG	WINDOW REPLACEMENT	07/09/20	\$9,182.00	\$42.50	\$0.00	\$4.00	\$85.00
07/09/20	5982 50TH AVE	WINDOW WORLD	POWERS	12096	BLDG	WINDOW REPLACEMENT	07/09/20	\$12,825.00	\$0.00	\$0.00	\$5.00	\$100.00
07/09/20	4080 53TH ST #1107	WINDOW WORLD	KIRKPATRICK	12097	BLDG	WINDOW REPLACEMENT	07/09/20	\$2,958.00	\$25.00	\$0.00	\$4.00	\$50.00
07/09/20	6485 44TH AVE	H.C.	HUY	12098	BLDG	WINDOW REPLACEMENT	07/09/20	\$3,500.00	\$65.00	\$0.00	\$10.00	\$110.00
07/13/20	5804 54TH AVE	SOFOS	SONI	12099	BLDG	RENOVATION	07/13/20	\$20,000.00	\$57.50	\$0.00	\$5.06	\$135.00
07/14/20	4300 58TH ST #1903	GRAHAM AC	PERSINGER	12100	MECH	ECO	07/14/20	\$6,485.00	\$0.00	\$0.00	\$4.00	\$46.00
07/14/20	5563 58TH ST	SCAMPER	SUTTON	12101	MECH	ECO	07/14/20	\$3,750.00	\$0.00	\$0.00	\$4.00	\$40.00
07/15/20	4727 68th st	DANA ENG	IN REL	12102	BLDG	INT BLDG OUT	07/15/20	\$10,000.00	\$97.50	\$0.00	\$7.31	\$195.00
07/15/20	4727 66TH ST	EXTREME SIGN	COLBERT	12103	BLDG	SIGN	07/15/20	\$4,090.00	\$30.00	\$0.00	\$4.00	\$60.00
07/15/20	4020 55TH ST	JOE COOL	EWERS	12104	MECH	ECO	07/15/20	\$7,489.00	\$0.00	\$0.00	\$5.00	\$40.00
07/15/20	4321 62ND ST	JOE COOL	RODEFFER	12105	MECH	ECO	07/15/20	\$10,500.00	\$0.00	\$0.00	\$2.00	\$40.00
07/16/20	5852 48TH AVE	H O	WYZYNSKI	12106	BLDG	R&R ROOF	07/16/20	\$635.00	\$0.00	\$0.00	\$4.00	\$46.00
07/16/20	4339 58TH ST	MIDWAY SERVICES	EAGLE	12107	MECH	ECO	07/16/20	\$10,241.00	\$0.00	\$0.00	\$2.00	\$40.00
07/17/20	5694 46TH AVE	NEW LIFE APPL	JENTSCH	12108	MECH	ECO	07/17/20	\$4,000.00	\$0.00	\$0.00	\$4.00	\$46.00
07/20/20	4141 56TH WAY #800	LIPTON WINDOW AND DOOR	GREENE	12109	BLDG	WINDOW REPLACEMENT	07/20/20	\$2,755.00	\$25.00	\$0.00	\$4.00	\$50.00
07/20/20	5715 55TH TER	PRECISION DOOR	MATTEA	12110	BLDG	GARAGE DOOR	07/20/20	\$2,070.00	\$25.00	\$0.00	\$4.00	\$84.00
07/20/20	4327 58TH ST	PRECISION DOOR	HILA	12111	BLDG	GARAGE DOOR	07/20/20	\$1,118.00	\$0.00	\$0.00	\$4.00	\$45.00
07/20/20	4355 61ST WAY	ED LYNCH CONTRACTING	HANEWINKEL	12112	ENG	DRIVEWAY	07/20/20	\$7,652.00	\$0.00	\$0.00	\$5.00	\$75.00
07/20/20	5116 58TH ST	HOMEOWNER	PLIZSCZAK	12113	BLDG	ROOF REPLACEMENT	07/20/20	\$2,500.00	\$0.00	\$0.00	\$4.00	\$50.00
07/20/20	4894 LAKE CHARLES DR	J & M ALUMINUM	QUINTANA	12114	BLDG	PATIO ROOF COVER	07/20/20	\$6,983.00	\$35.00	\$0.00	\$4.00	\$70.00
07/20/20	5729 45TH AVE	JAMES ROOFING SERVICES	HILLES	12115	BLDG	ROOF REPLACEMENT	07/20/20	\$12,725.00	\$0.00	\$0.00	\$5.00	\$100.00
07/20/20	5729 45TH AVE	ANTHONY'S APPL & AIR	HILLES	12116	MECH	A/C C/O	07/20/20	\$5,250.00	\$0.00	\$0.00	\$4.00	\$46.00
07/21/20	5912 48TH AVE	MERRILLAT ROOFING	MATTSON	12117	BLDG	ROOF REPLACEMENT	07/21/20	\$8,150.00	\$0.00	\$0.00	\$4.00	\$80.00
07/22/20	5925 51ST AVE	WEST COAST FENCE	TIPPETT	12118	ENG	FENCE	07/22/20	\$1,353.00	\$0.00	\$0.00	\$4.00	\$45.00
07/16/20	6023 50TH AVE	DYNAMIC NATIONAL	GADOURY	12119	BLDG	ROOF REPLACEMENT	07/16/20	\$29,500.00	\$0.00	\$0.00	\$4.63	\$199.63
07/23/20	4011 55TH WAY #937	BOZARTH CONTRACTORS	LOTSBERG	12120	BLDG	WINDOW REPLACEMENT	07/23/20	\$6,000.00	\$32.50	\$0.00	\$5.00	\$65.00
07/23/20	5255 62ND ST	REGGIE REED ROOFING	O'KEEFE	12121	BLDG	ROOF REPLACEMENT	07/23/20	\$12,000.00	\$0.00	\$0.00	\$4.00	\$104.00
07/27/20	5760 46TH AVE	HOMEOWNER	RENNICK	12122	ENG	FENCE	07/27/20	\$850.00	\$0.00	\$0.00	\$2.00	\$46.00
07/28/20	4742 58TH WAY	SUNRISE ELECTRIC	RODGERS	12123	ELEC	PANEL REPLACEMENT	07/28/20	\$2,486.00	\$0.00	\$0.00	\$4.00	\$40.00
07/28/20	6183 46TH AVE	HOMEOWNER	PHAN	12124	ENG	FENCE	07/28/20	\$1,200.00	\$0.00	\$0.00	\$4.00	\$45.00
07/28/20	4255 58TH ST	ALLY RESTORE + CONSTRUK CHAN	CHAN	12125	BLDG	BATHROOM REMODEL	07/29/20	\$5,000.00	\$72.50	\$0.00	\$5.44	\$152.94
07/28/20	4255 58TH ST	ALL AMERICAN PLUMBING	CHAN	12125	PLBG	BATHROOM REMODEL	07/29/20	\$0.00	\$0.00	\$0.00	\$0.00	\$40.00
07/28/20	4255 58TH ST	JA ELECTRICAL SERVICES	CHAN	12125	ELEC	BATHROOM REMODEL	07/29/20	\$0.00	\$0.00	\$0.00	\$0.00	\$40.00
07/28/20	4300 56TH ST	DOLBY DESIGN & CON	HAUSS	12126	BLDG	WINDOW REPLACEMENT	07/28/20	\$2,200.00	\$25.00	\$0.00	\$4.00	\$84.00
07/29/20	4150 55TH ST	UNIQUE SERVICES	CREPO	12127	MECH	A/C C/O	07/29/20	\$5,000.00	\$0.00	\$0.00	\$4.00	\$46.00
07/30/20	5905 47TH AVE	LOWES HOME CENTERS	FINNICAL	12128	BLDG	WINDOW REPLACEMENT	07/30/20	\$5,214.00	\$32.50	\$0.00	\$4.00	\$65.00
07/30/20	4467 63RD ST	PRECISION DOOR SERVICE	WRIGHT	12129	BLDG	GARAGE DOOR	07/30/20	\$2,148.00	\$25.00	\$0.00	\$4.00	\$84.00
07/31/20	6461 44TH AVE	HOMEOWNER	COGNETTI	12130	BLDG	FENCE	07/31/20	\$4,000.00	\$0.00	\$0.00	\$4.00	\$50.00
07/31/20	5143 58TH LN	MITCHELL ROOFING	MEECHAM	12131	BLDG	ROOF REPLACEMENT	07/31/20	\$9,598.00	\$0.00	\$0.00	\$4.00	\$94.00
								\$740.00	\$0.00	\$0.00	\$170.07	\$4,120.07
								\$205.00	\$3,005.00			



KENNETH CITY POLICE DEPARTMENT

Chief of Police

4600 58th Street North
Kenneth City, Florida 33709

Phone (727) 498-8941

July 2020 MONTHLY STATS

During the month of July, the Town continues to operate under the State and County State of Emergency directives due to the COVID-19 pandemic as well as the Governor's Phase 1 and 2 reopening plans. Throughout the month, we continued to deliver the same high standard of high service to all our stakeholders with no disruption in service, operationally or administratively.

Our Department continued to train and educate, keeping up to date with current CDC and County developments, attending County and State virtual meetings focused on safeguarding the health of our community. We continue to screen our workforce daily, by shift, to ensure that all appropriate health and P.P.E. precautions are being followed. Our inventory of issued P.P.E. and cleaning supplies are being replaced when possible.

This last month we have seen an increase in calls for service from our storefront businesses and restaurants reporting citizens that are not wearing masks in their place of business, as required by them. Officers are being dispatched when the call escalates above not wearing a mask.

The Department continues to stay proactive in our crime prevention efforts, staying highly visible in our neighborhoods especially over the night time hours. Midnight shift in particular, increased the frequency of our *Third Watch* and *If I Were a Thief* crime prevention programs to protect businesses that remain closed or are in the process of re-opening.

Members of the Department responded to 114 calls for service, completing 209 reports and supplements. Patrol conducted 10 accident crash investigations and conducted 185 traffic stops.

Detective Tucker continues to follow up on those felony cases which are initiated by patrol and transfer over to his unit for further investigation. He was assigned 7 new cases this month and reviewed an additional 48 for leads. He completed 25 supplement reports and was able to close 7 cases.



KENNETH CITY POLICE DEPARTMENT

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4600 58th Street North
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All Town Events continue to be cancelled until further notice due to health concerns regarding the coronavirus. However, Ofc Beltran has been hand delivering *2020 Hurricane Preparedness Guides* to businesses and our retirement complexes.

The Town's *Emergency Action Guide* review has been completed and the new guide has been issued for the 2020 storm season.

Ofc Beltran continues to respond to and identify code-related complaints. This month he investigated 55 different cases. He continues to work with the building department to assure citizens are applying for the required permits before work is being done. In addition, overgrown brush/trees and grass, snipe signs, and improper storage of property continue to be the bulk of the issues being addressed. (Stat sheet attached for more detail).

During July our Operation Medicine Cabinet, which is located in front of the PD, was filled and emptied three times with expired medication from our community. National Drug Take Back Day was postponed in April due to COVID-19 health concerns, but we are happy to say that our residents continue to make use of the program and have been properly disposing of unused or expired drugs via the Cabinet. The Department also donated 8 found bicycles to Pinellas Hope which met the 90-day hold requirement.

Kenneth City Police Department Stats

Month/ 2020	Service Summary					Arrests					Traffic					Crime Prevention & Outreach				
	Calls for service	Reports + Supplements	AOA	Alarm	SAD Referrals	APAD Arrests	Arrests	Credit Investigations	Traffic Warnings	Traffic Citations	ORD Citation	ORD Medics	Business & Residential Area Checks	Theft / Watch Programs	Community Contact/Assist Citizen	Directed Patrol				
January	96	156	6	8	6	0	13	11	121	21	0	12	1913	380	106	305				
February	96	118	4	10	3	0	7	11	200	31	21	21	2455	401	244	301				
March	106	127	7	6	1	0	8	11	94	12	1	11	2366	328	159	219				
April	81	121	7	9	5	0	7	6	25	9	0	9	2511	408	140	165				
May	92	156	15	8	2	0	8	8	80	14	0	5	2423	514	121	144				
June	96	151	16	5	3	0	12	9	81	39	1	14	2137	431	108	190				
July	114	209	6	8	7	2	7	10	142	43	0	23	2832	678	152	289				
August																				
September																				
October																				
November																				
December																				
Yearly Totals	681	1038	61	54	27	2	62	66	743	169	23	95	16637	3140	1030	1613				

Reports and Supplements include FIR, Incident, and Offense Reports. Stats consist of those who are full time, assigned to light duty, and Reserve. Those who have additional assignments in patrol within the agency are reported in additional documents: Detective Tucker (CIS), Ofc Diaz Leon (Accreditation), Ofc. Beltran (Community Policing/Code Compliance.)

This report does NOT reflect all the work or activity completed by the members of this Agency. It provides a snapshot of activity in selected areas identified by month, per calendar year. The areas chosen are those which are often asked about or requested. Data Sources: TritTech CAD, Visinet, ACISS Web, PCSOINET Custom Query, TRACS, and daily reports. Tabulated by EP

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Volunteer hours running total for the year are: 775.5 hours. These hours are donated to the Town of Kenneth City by 8 volunteers and 3 Reserve Officers.

KCPD Monthly Stats – Detective E. Tucker

July 2020



Number of cases started with: 18

Number of cases ended with: 18

New cases assigned for the month

FELONY	6
MISDEMEANOR	0
NON-CRIMINAL	1

Case dispositions

INACTIVATED	4
CLOSED WITH MISDEMEANOR ARREST	0
CLOSED WITH FELONY ARREST	0
CLOSED OTHER	2
CLOSED SAO REFERRAL	1
CLEARED WITH WAIVER	0

Other Activity

SURVEILLANCES	0
PHOTOPACKS	1
EVIDENCE STATUS REQUESTS	17
INITIAL REPORTS	0
SUPPLEMENTS	25
WARRANTS	0
TOUCH DNA PROCESSING / BUCCALS	0
SUSPECTS RESULTING FROM TOUCH DNA	0
OTHER: CCTV FOOTAGE, CELL TRACKING, D/L	4
SUBPOENAS	0
JAIL RECORDINGS	0
REPORTS REVIEWED	48
CONTACT ATTEMPTS	4
INTERVIEWS	7
BOLO'S	1

KCPD Community Policing & Code Compliance Stats July 2020



CPO Beltran Hernandez

All July Community Policing Events were canceled due to the COVID-19 outbreak.

I conducted a 90 day inspection of the found bicycles in the found bike storage unit and determined that 8 bicycles had reached the 90 day requirement hold per Florida State Statute. They were transported and donated to Pinellas Hope.

I have assisted in covering patrol and taking multiple calls for services within this month.

I have focused on targeting 54th Ave N and 66th St N for prohibited/non-permitted signage along the right of way. All snipe/lollipop and non-permitted signage has been removed.

I have made multiple community contacts with parents and children playing in Ernst Park, handing out stickers and educating children about the duties and responsibilities of police officers.

I have been following up on multiple criminal and ordinance cases.

I have been updating Trespass Authorization Letters for multiple businesses within our town.

I focused on common ordinance violations such as tall grass (Code 30-106), improper/prohibited storage (30-57), unregistered/inoperable vehicles (30-81), no permit pulled (18-1) and prohibited signage (snipe signs in right of way (66-194)) for the majority of ordinance violations for this month.

I have been utilizing the Polaris, police truck and police bicycle during the duties of my patrol.

Activity

Area Checks	215	Assist Other Agency	1
Business Checks	11	APAD Referrals	0
Directed Patrols	3	Community Contacts	25 (out coded)
Youth Outreach	50	Reports & Supplements	14
If I Were a Thief Cards/ Third Watch (Crime Prevention)	0	Alarms	0
Victim Contacts	1	SAO Referrals	0
Ordinance Notices	53	Crash Investigations	0
Ordinance Citations	2	Traffic Stops	3
Arrests	0	Operation Medicine Cabinet	3
Events	0	Calls for Service	10
Suspicious Contacts	6	Assist Citizen	1
Bike Violators	0	Ordinance Supplements /Follow ups	25

ORDINANCE VIOLATION STATS FOR JULY 2020:

TALL GRASS/OVERGROWN VEGETATION 30-106: 13

IMPROPER STORAGE 30-57: 17

UNREGISTERED/INOPERABLE VEHICLE 30-81: 2

SNIPES SIGNS 66-194: 9

NO PERMIT 18-1: 6

PROHIBITED PARKING 54-111: 2

STORAGE CONTAINER OVER 7 DAYS (RESIDENTIAL) 66-154: 1

MISC ORDINANCE CODE CALLS FOR SERVICE: 3



City of
PINELLAS PARK, FLORIDA

PINELLAS PARK FIRE DEPARTMENT
11350 43RD STREET NORTH, CLEARWATER, FL 33762
TEL 727-369-5803, FAX 727-369-5785

FIRE DEPARTMENT REPORT
KENNETH CITY COUNCIL MEETING
August 12, 2020

For the month of July 2020, the Fire, EMS and Life Safety activities break down as follows:

RESPONSES IN KENNETH CITY			
TYPE OF RESPONSE	MONTH	YEAR TO DATE	
	July	2020	2019
MEDICAL	186	745	787
VEHICLE COLLISION	4	23	24
FIRE RELATED CALLS	6	55	75
TOTAL RESPONSES	196	823	886

ENGINE 16 RESPONSES									
TYPE OF RESPONSE	IN KENNETH CITY			OUTSIDE KENNETH CITY			TOTAL RESPONSES		
	MONTH	YEAR TO DATE		MONTH	YEAR TO DATE		MONTH	YEAR TO DATE	
	July	2020	2019	July	2020	2019	July	2020	2019
MEDICAL	53	233	227	22	343	565	75	576	792
VEHICLE COLLISION	1	13	15	25	122	150	26	135	165
FIRE RELATED CALLS	3	43	62	34	164	232	37	231	325
TOTAL RESPONSES	57	289	304	81	629	947	138	942	1,282

LIFE SAFETY MANAGEMENT SERVICES			
TYPE OF SERVICE PERFORMED	MONTH	YEAR TO DATE	
	July	2020	2019
INSPECTIONS	8	179	39
FIRE ALARMS	3	24	25
PLANS REVIEW	0	6	1
SMOKE ALARMS INSTALLED	0	5	6
PUBLIC EDUCATION PROGRAMS	0	0	0
PROGRAM ATTENDANCE	0	0	0

Respectfully submitted,

Brett Schlatterer, Fire Chief

JOINT PROJECT AGREEMENT

BETWEEN PINELLAS COUNTY AND THE TOWN OF KENNETH CITY FOR ROADWAY AND STORMWATER IMPROVEMENTS IN CONJUNCTION WITH CONSTRUCTION OF A RECREATIONAL TRAIL ALONG 46TH AVENUE NORTH, FROM EAST OF 61ST STREET NORTH TO 55TH STREET NORTH

This AGREEMENT, made and entered into this _____ day of _____, 2020, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter referred to as "COUNTY", and the TOWN OF KENNETH CITY, FLORIDA, a municipal corporation within said Pinellas County, acting by and through its City Commission, herein referred to as "TOWN".

WITNESSETH that:

WHEREAS, the TOWN desires to construct a recreational trail along 46th Avenue North between 61st Street North and 55th Street North, herein referred to as the "TRAIL".

WHEREAS, the COUNTY owns roadway and stormwater infrastructure along this corridor and seeks to make improvements in conjunction with the construction of the recreational trail, herein referred to as the "PROJECT"; and

NOW, THEREFORE, in consideration of the monies hereinafter agreed to be paid and the mutual covenants contained herein, the parties hereby mutually agree as follows:

SECTION 1 SCOPE OF CONSTRUCTION SERVICES

The PROJECT will be combination of stormwater, roadway and sidewalk improvements funded by the COUNTY. The scope of work for the PROJECT shall include the following:

Removal and replacement of 1,700 linear feet (LF) of curb, 100 LF of valley curb removal and replacement, concrete and asphalt pavement removal, sidewalk demolition, sidewalk construction, curb ramp construction to adhere to ADA requirements and roadway and sod restoration outside of the limits of recreational trail construction.

Stormwater improvements near the intersection of 46th Avenue North and 56th Street North. Stormwater improvements include the removal of four (4) drainage structures, associated pipe removal, the construction of three (3) manholes and one (1) curb inlet, removal and replacement of existing curb inlet top slab, construction of 20 linear feet of 24" concrete culvert and restoration of roadway, sidewalk, curbing and sod outside of the limits of recreational trail construction. The removal and replacement of six (6) curb inlet tops and associated sidewalk and curbing improvements within and immediately adjacent to the project area. Restoration outside of the limits of recreational trail construction is also proposed.

Milling and resurfacing of 46th Avenue North from 62nd Street North to 55th Street North, including pavement marking, restoration of signalization loops and traffic signal pull box adjustments.

SECTION 2 SERVICES TO BE PROVIDED BY THE TOWN

2.1 The TOWN will provide a representative to attend construction meetings and inspect the construction of the TRAIL and PROJECT to ensure that construction is completed in accordance with the plans and specifications.

2.2 The TOWN will be responsible for the bidding and award of the construction contract for the TRAIL and the PROJECT. After the TOWN receives, opens, and evaluates the bids, the TOWN will notify the COUNTY, in writing, of the TOWN's intent to award the contract ("Notification"). This Notification will include the amount for the PROJECT option. The bid will be awarded based upon the bids received for the TRAIL, excluding any PROJECT options. The COUNTY will have fifteen (15) days from receipt of the TOWN's notification to request, in writing, that the TOWN delete the PROJECT option from the TOWN's award of bid/construction contract, and to notify the TOWN of the COUNTY's intent to perform the PROJECT work with the COUNTY's own forces or its own contractor. In order not to delay the construction of the TRAIL, the COUNTY must show that it is ready and able to perform all PROJECT work prior to requesting that the TOWN delete the PROJECT work option from the contract award. The COUNTY does not have the right to delay or affect, in any way, the award of the contract. In the event the COUNTY, in performing the PROJECT causes a compensable delay to the TOWN's construction of this TRAIL, the COUNTY will pay all claims and costs incurred due to its delay.

2.3 The TOWN will require the successful contractor to comply with the following conditions. The COUNTY shall be responsible for the costs attributed to said compliance with these conditions as part of the PROJECT work:

(A) Indemnify, hold harmless, pay the costs of defense on behalf of and defend the TOWN and its agents and employees and the COUNTY and its agents and employees from and against all claims, damages, losses and expenses arising out of or resulting from the performance of the Trail and the PROJECT work;

(B) Provide a dual obligee bond in the full amount of the TRAIL and PROJECT, naming the TOWN and the COUNTY as obligees; and

(C) Provide insurance coverage per the requirements in the insurance section of the invitation to bid as well as in the executed contract with the successful contractor. Both the TOWN's invitation to bid and the construction contract will require that the Contractor name the TOWN and the COUNTY as additional insured entities and certificate holders.

2.4 Upon completion of the entire PROJECT, the TOWN shall ensure that any

warranty, including materials, equipment, workmanship and closeout documents, by the contractor constructing the PROJECT, is passed on to the COUNTY under the same terms and conditions as that warranty applies to facilities constructed or installed on behalf of the TOWN.

SECTION 3 SERVICES TO BE PROVIDED BY THE COUNTY

3.1 The COUNTY will produce construction drawings, specifications, quantity list, and cost estimate suitable to construct the PROJECT.

3.2 The COUNTY will provide a representative to attend construction meetings and review the construction of the PROJECT to ensure that COUNTY standards are met.

3.3 When construction of the work is completed, the COUNTY shall own, operate, and maintain the PROJECT infrastructure constructed under this AGREEMENT.

SECTION 4 JOINT PROJECT ACTIVITIES

4.1 Construction coordination of the COUNTY's PROJECT, with that of the TRAIL contractor and other utilities and/or their contractors, will be the responsibility of the TOWN. The COUNTY will cooperate and work with the TOWN to resolve any delays in the construction of the PROJECT.

4.2 All of the PROJECT work performed pursuant to this AGREEMENT shall be done in substantial accordance with the COUNTY's plans and specifications, which plans and specifications are incorporated hereto by reference. All information required for field changes, change orders or supplemental agreements pertaining to the COUNTY's PROJECT will be promptly furnished to the TOWN.

SECTION 5 FUNDING AND INVOICING

5.1 The PROJECT construction cost estimate is \$581,728.25 The COUNTY hereby certifies that funding for the PROJECT plus 5% for TOWN construction/contract administration and testing has been appropriated and is available for deposit.

5.2 The TOWN shall initially pay the total construction cost for the PROJECT. The TOWN will invoice the COUNTY monthly for the construction progress payments for costs of the relocation of COUNTY improvements, not to exceed Five Hundred Eighty One Thousand Seven Hundred Twenty Eight Dollars and Twenty Five Cents (\$581,728.25) plus the five percent (5%) construction/contract administration and testing costs upon approval of the COUNTY Project Manager. The COUNTY shall pay the TOWN in accordance with the Florida Prompt Payment Act time schedule for construction projects.

5.3 During construction, the TOWN shall process invoices from the contractor and

submit a copy to the COUNTY along with progress reports and requests for payment.

SECTION 6 ACCOUNTING RECORDS

Records of expenses pertaining to all services performed shall be kept in accordance with generally recognized accounting principles and procedures.

6.1 Compliance with Federal, State, County, and Local Laws

Both Parties shall comply with all federal, state, county, and local laws, regulations, and ordinances at all times.

6.2 Responsibilities of the Parties

The TOWN and the COUNTY shall be fully responsible for their own acts of negligence and their respective employees' and/or agents' acts of negligence, when such employees' and/or agents are acting within the scope of their employment; and shall be liable for any damages resulting from said negligence to the extent permitted by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by either the TOWN or the COUNTY. Nothing herein shall be construed as consent by the TOWN or COUNTY to be sued by third Parties in any matter arising out of this AGREEMENT.

6.3 Discrimination

The TOWN and the COUNTY shall, during the performance of this AGREEMENT, comply with all applicable provisions of federal, state and local laws and regulations pertaining to prohibited discrimination.

6.4 Assignment

This AGREEMENT may not be assigned.

6.5 Waiver

No act of omission or commission of either Party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be effected only through a written modification to this AGREEMENT.

6.6 Due Authority

Each Party to this AGREEMENT represents and warrants to the other Party that (i) it is duly organized, qualified and existing entities under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the persons executing this AGREEMENT to so execute the same and fully bind the party on whose behalf they are executing.

6.7 Headings

The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

6.8 Fiscal Funding

The obligations of the Parties are subject to appropriate budgeted funds being available in each budget year to achieve the purposes of this AGREEMENT. In the event sufficient budgeted funds are not available in a subsequent fiscal year, this AGREEMENT shall terminate on the last day of the fiscal year for which sufficient budgeted funds are available without penalty to either of the Parties.

SECTION 7 TERM OF AGREEMENT

This AGREEMENT shall commence on the date of execution and shall remain in effect until the TOWN provides to the COUNTY mutually agreeable documentation which substantiates that this AGREEMENT has been fully performed.

SECTION 8 TERMINATION

Upon written notice, this AGREEMENT may be terminated by any of the parties in the event of substantial failure of another party to fulfill its obligation under this AGREEMENT through no fault of the terminating party. This AGREEMENT shall be deemed terminated on the fifteenth (15th) day after receipt of written notice of termination.

All notices or reports under this AGREEMENT shall be directed to the following addresses:

Project Manager for the COUNTY:	Thomas Washburn, P.E. Traffic Engineering Section Pinellas County Public Works 22211 US Highway 19 North Clearwater, FL 33765
Project Manager for the TOWN:	Matthew Campbell Town Manager Town of Kenneth City 6000 54 th Avenue North Kenneth City, FL 33709
Engineer of Record for the TOWN:	William Reidy, PE, Principal Advanced Engineering & Design, Inc. 3931 68th Avenue Pinellas Park, Florida 33781

**SECTION 9
ENTIRE AGREEMENT**

This document embodies the whole AGREEMENT of the parties. There are no promises, terms, conditions or allegations other than those contained herein and this document shall supersede all previous communications, representations and/or Agreements, whether written or verbal, between the parties hereto. This AGREEMENT may be modified only in writing executed by all parties. This AGREEMENT shall be binding upon the parties, their successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto, or their lawful representative, have executed this AGREEMENT as of the date first above written.

TOWN OF KENNETH CITY
FLORIDA, a municipal corporation
of the State of Florida

PINELLAS COUNTY, FLORIDA, a
political subdivision of the State of
Florida, by and through its
Board of County Commissioners

By: _____
Wanda Dudley, Mayor

By: _____
Pat Gerard, Chairman

ATTEST:

WITNESS:

By: _____
Cindy Matson, Town Clerk

By: _____
Clerk of the Circuit Court
(Seal)

LEGAL REVIEW:

APPROVED AS TO FORM:

By: _____
Randy Mora, Town Attorney

By: Joseph Monticary
Office of the County Attorney