



THE TOWN OF KENNETH CITY, FLORIDA
Council Meeting
PUBLIC NOTICE

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.

6:30 pm	February 9, 2022	Community Hall
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- A. Call to Order
- B. Invocation and Pledge of Allegiance
- C. Roll Call
- D. Consent Agenda
 - 1. January Meeting Minutes:
January 12th 2022, *Council Meeting*

- E. *Meritorious Service Award* Presentation
 - Officer Howsare

- F. Public Comment – formerly called Open Forum (limited to 3 minutes)

Please state your name and address for the record. Public participation is encouraged. If you are addressing the Council, step to the podium and state your name and address for the record.

Public comments can also be submitted by email to the Town Clerk at Town57@kennethcityfl.org, written comments must be received by 4pm on the day of the meeting, and will be read aloud during the meeting. Please limit your comments to 400 words as the comments are limited to three minutes.

- G. Action Agenda
 - 1. Memorandum: Duke ROW
 - Exhibit 1. Duke Energy *Right of Way*, Ordinance No. 2021-656, SECOND READING
 - 2. Memorandum: Accela- Technology Upgrades
 - Exhibit 2. Price Quotation for Software
 - Exhibit 3. Accela Presentation
- H. Department Reports (Public Works, Public Safety, Building)
 - Exhibit 4. KCPD stats
 - Exhibit 5. KC Building Stats
 - Exhibit 6. Fire Department Report
- I. Officer Reports (Town Clerk, Attorney and Town Manager)
 - Exhibit 7. Town Financial Summary
 - Exhibit 8. Brush Pick-up Request
- J. Mayor/Council Comments
- K. Adjournment

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. www.kennethcityfl.org



THE TOWN OF KENNETH CITY, FLORIDA

Council Meeting Minutes
January 12, 2021

A. Call to Order

B. Invocation and Pledge of Allegiance

C. Roll Call

Present were Councilmember Noble, Councilmember Cummings, Councilmember Roberts, Vice Mayor Zemaitis, Mayor Howell, Town Manager Cavalli, Attorney Mora and Town Clerk Ana Cabezas.

D. Police Chief Presentation of Awards

- Interim Chief Michael Vieno presented Officer Emely Cruz with a 10-years of Service pin. He said:
On behalf of the Town of Kenneth City and the Kenneth City Police Department, I want to present Officer Emely Cruz with a 10-year service pin. Emely Cruz began her career with the Kenneth City Police Department back in December of 2011. It became evident real quickly that Emely possessed a very special ability to interact and develop relationships with our community. Emely does an outstanding job building relationships in our community and supporting all of our community policing events. Officer Cruz is also one of our field training officers and does a great job training our new recruit officers and bringing them up to speed so that they can operate on their own. With that being said, I would like to present you with a 10-year pin.

Mayor Howell said a few words celebrating Officer Cruz's service. Officer Cruz shared words of gratitude and stating that coming to work feels like coming home.

E. Consent Agenda

December Meeting Minutes
12/08/2021 Council Meeting
12/15/2021 Special Workshop

Motion to approve consent agenda made by Councilmember Noble.

Second was offered by Vice Mayor Zemaitis.
All in favor
Motion to approve consent agenda passed

F. Public Comment

There was no public comment.
Mayor Howell closed public comment.

G. Action Agenda

1. Complete Streets Resolution 2022-01
Town Attorney, Mora read Resolution 2022-01 *by title only*.
Manager Cavalli provided context and logic for adopting this resolution.

Mayor Howell asked if there was public comment.
No comments were made.

Motion to approve Resolution 2022-01 made by Councilmember Noble.
Second was offered by Vice Mayor Zemaitis.

All were in favor
Motion passed.

H. Department Reports

Public Safety

Interim Chief Mike Vieno provided the Public Safety report and stats for December. Highlights included a *positive reinforcement* initiative to educate residents on the importance of safe driving measures. The Police Department gave McDonald's gift cards to residents to celebrate their proper use of safety belts and child restraints. Vieno shared that two families were selected for the *Shop with a Cop* event. From these 2 families, the PD purchased presents for 7 children with the help of donations from local community partners.

Upcoming events: Bike Rodeo, March 5th and the 4th of July. Town-wide events for families.

Public Works

- Manager Cavalli provided updates on the VFW memorial. Materials have been ordered and construction is set to begin first few weeks in February.
- Public Works department constructed a loft/2nd story within the public works building, saving the Town a considerable amount of money by completing the job in-house.

- Town signage project, Phase One is near completion. Cavalli shared that the county is going to refinish the crosswalk for the school bus stop near 49th Ave and 58th street.

Code-Enforcement

Dave Wysong, Code Enforcement Officer provided updates to the Town on what he has accomplished since he started.

- Old Time Pottery: Wysong persuaded the building management to place no parking signs behind OTP to put an end to overnight parking by long haul truckers.
- To date has given out approximately 60 code violation notices. Of this initial amount, only 33 are still open or pending resolution.
- Was able to identify four unregistered, unlicensed home businesses and provide them with education as well as Business Tax Receipt applications.

Wysong explained the hours he will work, to include evenings and Sundays from time to time. Manager Cavalli explained how he will be identifiable via uniform and vehicle magnet.

I. Officer Reports

Town Manager

Cavalli shared updates on ARPA funds that will be used to purchase IT infrastructure improvement, community accessibility via updated technology. He said he would provide more information in upcoming months.

He spoke about the Fishing with Kids event that was held January 8th, alumni night at Hollins's Highschool 2/17th, 4th of July event, Florida Water and Pollution Control Operators dinner at Community Hall on January 21st.

He spoke briefly about the Kmart property sale appearing in Tampa Bay Business Journal. He shared that the Police Department currently has the Town's recreational equipment and will be signing out this equipment via the Police Department's Administrator, Ms. Erica Powell.

Manager Cavalli shared that he is currently exploring using ARPA funds to invest in a high-quality information management system, such as Accela as well as improved data protection. He discussed increased engagement on our social media platforms.

Manager Cavalli discussed emergency management and the upcoming anticipated hurricane season. He shared that the Town is working with emergency management, building ties and updating their information and also

working on the Pinellas County Integrated Preparedness Plan- identifying any gaps, needs and accuracy. He discussed moving beyond just having a hurricane plan and having a plan for all types of disasters. He discussed upcoming training on *Damage Assessments*. Upcoming Trainings include PIO training through FEMA and Debris Management.

Attorney

Randy Mora had no report.

Town Clerk

Cabezas shared that our March 2022 election was canceled and that sitting councilmembers, Bonnie Noble and Vice Mayor, Megan Zemaitis will be sworn in at the March 8th Council Meeting.

J. Mayor/Council Comments

Mayor Howell commented on “how far we’ve come” as a Town, “working together, and things are starting to happen around Kenneth City and it’s going to get better and better.” He stated, “I’m very proud to be associated with these people that I have on my council with me, your Town Council.” Mayor Howell celebrated the Police Department, the Council, and the Officers of the Town.

Councilmember Bonnie Noble shared updates from the work being done county-wide, by Forward Pinellas as well as upcoming *priority projects* and available grants. She said their grant application period will open in May.

No other Councilmember had or made comments.

A member of the community made a comment about parking and asked about Chapter 54. Mayor Howell stated, “we’re making progress.” Mayor Howell summarized some of the movements happening towards address parking issues in the town as well as code enforcement.

K. Adjournment

Motion to adjourn the meeting was made by Councilmember Roberts

Second was made by Councilmember Noble

All in favor

Meeting was adjourned

Note: This meeting and all City Council Meetings, Special Workshops, Hearings and Committee Meetings are posted in advance on the Town’s letterboards as well as the Town’s website, newsletters and Facebook pages.

TOWN OF KENNETH CITY

A SAFE, FRIENDLY SMALL TOWN



TO: Mayor and Council

FROM: Pete Cavalli, Town Manager

DATE: 02/09/2022

RE: ORDINANCE No. 2021-656: SECOND READING AND PUBLIC HEARING
AN ORDINANCE GRANTING TO DUKE ENERGY FLORIDA, LLC d/b/a DUKE ENERGY,
AN ELECTRIC UTILITY RIGHTS OF WAY UTILIZATION FRANCHISE; PRESCRIBING THE
TERMS AND CONDITIONS RELATED TO THE OCCUPANCY OF MUNICIPAL STREETS
AND RIGHTS OF WAY IN THE TOWN OF KENNETH CITY, FLORIDA, FOR THE
PURPOSE OF PROVIDING ELECTRIC SERVICE; PROVIDING FOR SEVERABILITY OF
PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

Summary

Duke Energy and the Town have been in communication regarding the Electric Utility Rights of Way Utilization Franchise and the signing of this new agreement.

Attached is the agreement.

Discussion

This agreement focuses on the terms and conditions related to the occupancy of municipal streets and rights of way in the Town for the purpose of providing electric service and providing for a franchise agreement.

Staff respectfully presents Duke Energy's submission of
"AN ORDINANCE GRANTING TO DUKE ENERGY FLORIDA, LLC d/b/a DUKE
ENERGY, AN ELECTRIC UTILITY RIGHTS OF WAY UTILIZATION FRANCHISE; PRESCRIBING THE TERMS AND
CONDITIONS RELATED TO THE OCCUPANCY OF MUNICIPAL STREETS AND RIGHTS OF WAY IN THE TOWN
OF KENNETH CITY, FLORIDA, FOR THE PURPOSE OF PROVIDING ELECTRIC SERVICE; PROVIDING FOR
SEVERABILITY OF PROVISIONS; AND PROVIDING AN EFFECTIVE DATE."

This agreement provides for a franchise fee of 6 percent paid monthly for the granting of authority which is limited to the provision by Company to have, maintain, or place its Facilities within the Rights of Way for its electric utility services... to lay, erect, construct, maintain, repair and operate its facilities in, under, upon, over and across the present and future Rights of Way, as they now exist or may be hereafter constructor, opened, laid out, or extended within the present and future limits of the Town..."

The agreement goes further to say..." Use of Rights of Way. During the term of the Franchise granted herein, Company shall be the sole Electric Utility allowed to use and occupy the Rights of Way; provided, however, the Company's Right to use and occupy Rights of Way for the purposes set forth herein shall be non-exclusive as to entities not engaged in the provision of electric energy service, and the Town reserves the right to grant the right to utilize the Rights of Way to any person at any time during the period of this Franchise so long as such grant does not create an unsafe condition or unreasonable conflict with the rights granted to Company herein. In addition to any other rights and/or remedies Company may have under this Ordinance or at law or in equity, should Town permit an Electric Utility other than Company to use and occupy the Rights of Way, Town agrees that Company shall be entitled to injunctive relief.

The terms are for a period of five years with up to two (2) successive five (5)-year periods unless either party provides the other with written notice of its intent to forego automatic renewal at least twelve (12) months prior to the date of the automatic renewal.

Financial Impact

Payment to Town "Effective the first day of the second month beginning after the Effective Date of this Ordinance, Town shall be entitled to receive from Company a monthly franchise amount that will equal six percent (6%) of Company's Base Revenues (the Franchise Fee) for the preceding month, which amount shall be the total compensation due Town for any and all rights, authority and privileges granted by this Franchise, including compensation for any required permits, parking fees, or any other fee or cost related to the rights granted hereunder."

Conclusion

Staff respectfully request that Council Authorize the Mayor to sign into the Duke Energy Franchise Agreement.

ORDINANCE 2021-656

AN ORDINANCE GRANTING TO DUKE ENERGY FLORIDA, LLC d/b/a DUKE ENERGY, AN ELECTRIC UTILITY RIGHTS OF WAY UTILIZATION FRANCHISE; PRESCRIBING THE TERMS AND CONDITIONS RELATED TO THE OCCUPANCY OF MUNICIPAL STREETS AND RIGHTS OF WAY IN THE TOWN OF KENNETH CITY, FLORIDA, FOR THE PURPOSE OF PROVIDING ELECTRIC SERVICE; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 9, 2012, the Town Council of the Town of Kenneth City entered into a right-of-way utilization franchise with Progress Energy, granting it permission to occupy the rights-of-way in the Town of Kenneth City, for the purpose of providing electric services; and

WHEREAS, the May 2012 franchise agreement is valid for a ten year period, and set to expire in May 2022; and

WHEREAS, Duke Energy Florida, LLC, is the successor in interest to Progress Energy; and

WHEREAS, the Town Council wishes to enter into a new agreement with Duke Energy for the presence of its infrastructure in the Town’s right of way; and

WHEREAS, the Town Council of the Town of Kenneth City has determined that this ordinance is in the best interest of the health, safety, and welfare of the residents, business operators, and visitors of the Town of Kenneth City.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Kenneth City, Florida as follows:

SECTION 1 – Findings

The Town of Kenneth City, Florida (“Town” or “Grantor”) deems it necessary, desirable and in the interest of its citizens to establish by ordinance a rights of way utilization franchise (sometimes referred to herein as the “Franchise”) granting Duke Energy Florida, LLC d/b/a Duke Energy (“Company” or “Grantee”) permission to occupy the Rights of Way in the Town for the purpose of providing electric services.

SECTION 2 - Short Title

This Ordinance shall be known and may be cited as the “Duke Energy Rights of Way Utilization Franchise.”

SECTION 3 – Definitions

For the purposes of this Ordinance, the following terms, phrases, words, and their derivatives shall have the meaning given herein. When not inconsistent with the context, words in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is always mandatory and not merely permissive.

(A) “Adversely Affected” – For the Company, a loss of one percent (1%) of Base Revenues within the corporate Town limits due to Retail Wheeling. For the Town, a loss of one percent (1%) of Franchise Fees due to Retail Wheeling.

(B) “Base Revenues” – All of Company’s revenues from the retail sale of electricity, net of customer credits, to residential, commercial and industrial customers and Town sponsored street lighting, all within the corporate limits of the Town.

(C) “Electric Energy Provider” – Every legal entity or association of any kind (including their lessees, trustees or receivers), including any unit of state, federal or local government (including Town herein), which owns, maintains, or operates an electric generation, transmission, or distribution system or facilities, or which otherwise provides, arranges for, or supplies electricity or electric energy to the public, or which supplies electricity to itself utilizing Company’s distribution or other facilities. Without limitation of the foregoing, “Electric Energy Provider” shall also include every Electric Utility, electric power marketer or electric power aggregator. It shall also include every entity providing such services as metering, customer billing, payment collection and processing, and customer information and data processing.

(D) “Electric Utility” – Shall have the meaning set out in Section 366.02(2), *Florida Statutes* (2020), and shall also include every electric “Public Utility” as defined in Section 366.02(1), *Florida Statutes* (2020). “Electric Utility” shall further include every investor owned, municipally or governmentally owned, or cooperatively owned electric utility (including their lessees, trustees or receivers), which owns, maintains, or operates an electric generation, transmission, or distribution system in any State or County.

(E) “Electric Utility System” – An electric power system installed and operated in the Franchise Area in accordance with the provisions of the Florida Public Service Commission establishing technical standards, service areas, tariffs and operating standards, which shall include, but not be limited to, electric light, heat, power and energy facilities, and a generation, transmission, and distribution system, with such extensions thereof and additions hereto as shall hereafter be made.

(F) “Franchise Area” – That area for which Company provides electric utility service within the corporate Town limits of the Town.

(G) “Franchise Fees” – Shall have the meaning set forth in Section 6 of this Ordinance.

(H) “Facilities” – Conduits, cables, poles, wires, street lighting, supports and such other structures, appurtenances or accessories as may be reasonably necessary for the construction,

maintenance and operation of an electric generation, transmission and distribution system, including information, telecommunication, and video transmission used solely for the provision of electric service.

(I) “Ordinance” – The ordinance titled and described in the preamble herein and ordained by the Town Council of Kenneth City, Florida.

(J) “Person” – Any person, firm, partnership, association, corporation, company or organization of any kind.

(K) “Public Service Commission” – The Florida Public Service Commission.

(L) “Rights of Way” – All of the public streets, alleys, highways, waterways, easements, bridges, sidewalks and parks, and any other public ways or places owned by the Town, as they now exist or may be hereafter constructed, opened, laid out or extended within the present limits of the Town, or in such territory as may hereafter be added, consolidated or annexed to the Town.

(M) “Retail Wheeling” – A customer/supplier arrangement whereby an Electric Energy Provider utilizes transmission and/or distribution facilities of Company to make energy sales directly to an end use customer located within the Franchise Area.

SECTION 4 - Grant of Authority

(A) This grant of authority is limited to the provision by Company to have, maintain, or place its Facilities within the Rights of Way for its electric utility services. Accordingly, the Town hereby grants to the Company, its successors and assigns the non-exclusive right, authority, and franchise to lay, erect, construct, maintain, repair and operate its Facilities in, under, upon, over and across the present and future Rights of Way, as they now exist or may be hereafter constructed, opened, laid out or extended within the present and future limits of the Town, provided that all portions of the same shall conform to accepted industry standards, including but not limited to, the National Electrical Safety Code. Nothing in this Ordinance shall require Grantee to remove, de-energize, or cease using any poles, wires, or other things or Facilities identified hereinabove that were in place under previous ordinances or permits prior to the Effective Date (as defined in Section 5) of this Ordinance, regardless of whether such poles, wires or other Facilities are located outside “Rights of Way” as defined herein. Nor shall anything in this Ordinance prohibit Company from performing upgrades, replacements, maintenance or servicing of such poles, wires, or other Facilities after the Effective Date of this Ordinance. Rather, all such preexisting poles, wires, or other Facilities shall be authorized under this Ordinance. Because this Franchise is intended to grant Company the unrestricted right to place its Facilities within the Rights of Way, the Town expressly acknowledges and agrees that Company shall not be required to apply for, obtain, or pay for permits to construct, operate, maintain, or remove its Facilities within the Rights of Way.

(B) Annexation or Contraction. Town represents that as of the date of the adoption of this Ordinance, it has provided Company with accurate information for all residential, commercial and industrial customers and Town sponsored street lighting that are within the Franchise Area. Company shall be responsible for remitting the Franchise Fee only to service and billing addresses

identified as being within the Franchise Area as of the date of this Ordinance. However, Town and Company agree that the Franchise Area is subject to expansion or reduction by annexation and contraction of municipal boundaries. If Town approves any Franchise Area expansion or reduction by annexation or contraction, Town shall provide written notice to Company's Annexation Coordinator, at the address provided below, within sixty (60) days of such approval, and this Franchise shall automatically extend to include any such annexed areas.

Additionally, within sixty (60) days of any such annexation or contraction, Town shall provide to Company an updated list containing the new or removed street names, known street name aliases, street addresses, street address number ranges, applicable directional and zip codes associated with each street name, all zip codes assigned to geographic areas located entirely within the Town (including zip codes assigned to post office boxes), and all post office box number ranges and the town names and zip codes associated therewith. For a range of street address numbers located within Town which consists only of odd or even street numbers, the list must specify whether the street numbers in the range are odd or even. Subject to the first paragraph, Company shall be responsible for remitting the Franchise Fee only to service and billing addresses identified as being within the Franchise Area contained in a list which includes all the required elements in this subsection.

The lists shall be provided by email; except that if a list is available on another medium, the Town shall, upon request, furnish the list on such medium in addition to, or in lieu of, the emailed list. The municipality shall be responsible for updating the lists as changes occur and for furnishing this information to the Company.

All notices of annexation or contraction and address listings shall be addressed to the Annexation Coordinator as follows, with the address subject to change:

Duke Energy
Tax Team DT02-V
9700 David Taylor Drive
Charlotte, NC 28262
And by email to: TaxTeam@duke-energy.com

Company must revise its payments due to any annexation or contraction within a reasonable time after Company has received such notice and updated list from Town, but no later than sixty (60) days after receipt of notice and the list. Town understands and affirmatively acknowledges that the Company will exclusively rely upon the Town to provide timely and accurate information to the Company regarding any such annexations or contractions, and that failure to do so will impair, inhibit, and/or preclude the Company's ability to revise any payments due to the Town that are impacted by such annexations or contractions. Further, Town acknowledges that if such information is not timely furnished to Company as required herein, any related obligation to collect payments shall be suspended during the period of delay.

(C) Use of the Rights of Way. During the term of the Franchise granted herein, Company shall be the sole Electric Utility allowed to use and occupy the Rights of Way; provided, however, the Company's right to use and occupy Rights of Way for the purposes set forth herein shall be non-exclusive as to entities not engaged in the provision of electric energy service, and

the Town reserves the right to grant the right to utilize the Rights of Way to any person at any time during the period of this Franchise so long as such grant does not create an unsafe condition or unreasonably conflict with the rights granted to Company herein. In addition to any other rights and/or remedies Company may have under this Ordinance or at law or in equity, should Town permit an Electric Utility other than Company to use and occupy the Rights of Way, Town agrees that Company shall be entitled to injunctive relief.

SECTION 5 - Notice of Acceptance and Term of Franchise

(A) This Ordinance shall become effective upon being legally passed and adopted (“Effective Date”) by the Town Council; and it is further agreed that Grantee shall accept this Franchise as of the date of the passage and adoption by the Town Council and shall signify its acceptance in writing within thirty (30) days after the Town Council’s approval of this Ordinance by filing its written acceptance with the Town Clerk. If Grantee fails to accept this Franchise within thirty (30) days of its date of passage and adoption, then this Ordinance shall be null and void, and of no force and effect of any kind.

(B) Commencing on the Effective Date, the term of the Franchise granted herein shall be for a period of ten (10) years. Thereafter, the Franchise granted by this Ordinance will renew automatically for up to two (2) successive five (5)-year periods, unless either party provides the other with written notice of its intent to forego automatic renewal at least twelve (12) months prior to the date of the automatic renewal.

(C) If the Franchise expires without the parties entering a new franchise agreement, then Company shall have the right to decrease the percentage of Company’s Base Revenues collected and paid to the Town under this Franchise by two percent (2%) beginning on the first anniversary of the expiration of the Franchise and by an additional two percent (2%) on the second anniversary of the expiration of the Franchise; provided that the percentage of Company’s Base Revenues collected and paid to the Town pursuant to this Franchise shall not be reduced to less than two percent (2%) of Company’s Base Revenues in any case. If Company determines at the time of expiration of this Franchise that the parties are actively engaged in good faith negotiations and making substantial progress toward the execution of a new franchise agreement, Company may elect in its discretion to waive, delay, or abate the payment reductions permitted under this Section 5(C).

SECTION 6 - Payment to Town

(A) Effective the first day of the second month beginning after the Effective Date of this Ordinance, Town shall be entitled to receive from Company a monthly franchise amount that will equal six percent (6%) of Company’s Base Revenues (the “Franchise Fee”) for the preceding month, which amount shall be the total compensation due Town for any and all rights, authority and privileges granted by this Franchise, including compensation for any required permits, parking fees, or any other fee or cost related to the rights granted hereunder. Any Franchise Fees that will be paid to the Town will be collected by the Company from Company’s customers in the Franchise Area and passed through to the Town in the manner described herein. The Town expressly acknowledges that no additional or other amounts shall be due or remitted by Company for the exercise of its rights granted hereunder.

Payment shall be made to Town for each month no later than the twentieth (20th) day of the following month. The monthly payment shall be made by wire transfer. Any monthly payment or any portion thereof made twenty (20) days after the due date without good cause shall be subject to interest at the rate of ten percent (10%) per annum.

(B) Only disputed amounts shall be allowed to be withheld by Company, and any such amount shall not accrue any interest during the pendency of any such dispute.

(C) The Town acknowledges that all classifications and categories of retail customers of Company shall be subject to the payment of the Franchise Fee due hereunder.

SECTION 7 - Favored Nations

(A) In the event Grantee shall hereafter accept an electric utility franchise ordinance from any municipality providing for the payment of a franchise fee in excess of that provided for in Section 6 above, Grantee shall notify Grantor, and Grantor reserves the right to amend this Franchise to increase the Franchise Fee payable under this Ordinance to no more than the greater franchise fee that Grantee has agreed to pay to such other municipality. Grantee's obligation to pay such greater franchise fee to Grantor shall apply prospectively beginning with the next monthly Franchise Fee payment following Grantor's timely notice of its exercise of its amendment right to which Grantee may collect such increased franchise fee from its customers. Grantee's failure to notify Grantor of such additional payments does not limit Grantor's right to amend to require such additional franchise fees.

(B) It is the intent and agreement of Grantor and Grantee that should applicable laws change to expressly prohibit Company from being the sole Electric Utility allowed to use and occupy the Rights of Way, Grantee shall not be required to pay Grantor a franchise fee under Section 6 of a percentage greater than that paid to Grantor by any other Electric Utility or Electric Energy Provider utilizing Grantor's Rights of Way on such Electric Utility's or Electric Energy Provider's revenues attributable to services that are the same or substantially the same as those performed by Grantee. It is further the intent and agreement of Grantor and Grantee that Grantee should not be placed at a competitive disadvantage by the payments required by Section 6 of this Ordinance in the event other Electric Utilities or Electric Energy Providers provide services in competition with Grantee without utilizing Grantor's Rights of Way.

(C) In the event applicable laws change to expressly prohibit Company from being the sole Electric Utility allowed to use and occupy the Rights of Way, and if Grantor imposes a lesser fee, no fee, or is unable to impose a fee on another Electric Utility or Electric Energy Provider providing or seeking to provide services in competition with Grantee to customers within Grantor's municipal boundaries, whether utilizing Grantor's Rights of Way or not utilizing Grantor's Rights of Way, Grantee's Franchise Fee under Section 6 for such services shall be automatically reduced to the lesser fee charged the other Electric Utility or Electric Energy Provider (or to zero (0), if no fee is charged such other Electric Utility or Electric Energy Provider). In all events, Town shall not grant more favorable treatment to other Electric Energy Providers than is granted to Company under this Ordinance; it being the intent of the parties that no future provider of electric service,

be it generation, transmission or distribution service, to customers within the corporate limits of Town shall be given a competitive advantage over Company.

SECTION 8 - Grantor Rights

The right is hereby reserved to the Town to adopt such regulations as it shall find necessary in the exercise of its police power, provided that such regulations, by ordinance or otherwise, shall be reasonable, shall not be in conflict with the laws of the State of Florida or the lawful regulations of any state agency possessing the power to regulate the activities of the Company, and shall not conflict with or otherwise interfere with the benefits conferred on the Company hereunder. In the event of a conflict between this Ordinance and any other ordinance or regulation adopted by the Town or actions (or inactions) of the Town relating to Company's rights to perform work in and/or occupancy of the Rights of Way as permitted hereunder, the rights under this Ordinance shall govern and control. In the event of such conflict, the Town and Company agree to work together in good faith to address and resolve such conflict; provided, however, that Company shall be permitted to continue to exercise the rights granted herein during the resolution of any conflict.

SECTION 9 - Work in Rights of Way

The Company is hereby granted the right, authority and privilege to perform all necessary work and excavations in said Rights of Way of the Town related to its Facilities and necessary or incidental to carrying out such rights and obligations as permitted hereunder. The Company shall have the right to fasten, stretch and lay along the lines of said poles, conduits, pipes and cables necessary for transmitting and conveying the electric current to be used in the Company's business, together with all the rights and privileges necessary or convenient for the full use including the right to trim, cut, remove and keep clear all trees and limbs near or along Company's Facilities that may in any way endanger the proper operation or access of same. Moreover, the Company shall have the right to construct, erect, operate and maintain within the Town an electric system consisting of its Facilities for carrying on the Company's business; provided that, in accomplishing these purposes, the streets of said Town shall not be unnecessarily obstructed for an unreasonable amount of time and work in connection therewith shall be done and carried on in conformity with such reasonable rules, standards, regulations and local ordinances with reference thereto as may be adopted by the Town for the protection of the public and which are not in conflict with or otherwise interfere with the benefits conferred on the Company hereunder.

SECTION 10 - Indemnification

(A) The acceptance of this Franchise by Company shall be deemed an agreement on the part of Company to indemnify Town and hold it harmless from and against any and all direct damages, claims, expenses, reasonable attorneys' fees (including appellate fees) and costs incurred by the Town arising out of the death of or bodily injury to any person, or the destruction of or damage to any property and caused by the negligence or willful misconduct of Company, its contractors and agents in the construction, repair, operation, or maintenance of its electric utility Facilities hereunder. Company shall not be required to indemnify and hold harmless Town for any damages, claims, expenses, reasonable attorneys' fees and costs arising out of or resulting from the negligence or willful misconduct of Town, its employees, contractors and/or agents. In no event shall Company be liable to Town for any consequential, incidental, punitive, exemplary,

multiple, or indirect damages, lost profits or other business interruption damages, by statute, in tort (including negligence or strict liability), in contract, or under any indemnity provision or otherwise.

(B) Company shall maintain throughout the term of this Franchise sufficient financial resources to provide self-insurance insuring Town and Company with regard to all damages set forth in Section 10 (A) in the minimum amounts of:

- (i) \$1,000,000 for bodily injury or death to a person;
\$3,000,000 for bodily injury or death resulting from any one accident;
- (ii) \$50,000 for property damage resulting from any one accident; and
- (iii) \$1,000,000 for all other types of liability.

(C) Town acknowledges that Company provides its own liability insurance (self-insured).

SECTION 11 - Records and Reports

(A) Company Rules and Regulations. The following documents shall be available to Town upon Town's reasonable request: copies of rules, regulations, and procedures adopted by Company that relate to Company's use of Town's Rights of Way.

(B) Accounting. Company shall use the system of accounts and the form of books, accounts, records, and memoranda prescribed by the Florida Public Service Commission or such other applicable governing agency having jurisdiction over Company, as determined by Company.

(C) Reports. Company will submit monthly a statement of its estimated Base Revenues for the period on which such payment is based. The acceptance of any statement or payment shall not prevent the Town from asserting that the amount paid is not the amount due, or from recovering any deficit by any lawful proceeding, including interest to be applied at the rate set forth in Section 6 (A).

(D) Availability of Records and Reports. Company shall supply information that Town or its representatives may from time to time reasonably request relative to the calculation of Franchise Fees, subject to the Company's obligation to keep certain records confidential. Such records shall, on written request of Town, be open for examination and audit by Town and Town's representatives at Company's headquarters in St. Petersburg, Florida, during ordinary business hours and such records shall be retained by Company for a period of three (3) years.

(E) Audit. Town may require an audit of Company's books related to this Ordinance upon prior written notice and during Company's normal business hours not more than once every three (3) years and then only for the preceding three (3) years. Company will reimburse Town's audit costs if the audit identifies errors in Company's Franchise Base Revenues of five percent (5%) or more for the period audited. If an underpayment of Franchise Fees has occurred due to the Company's error, interest will be calculated at the rate of ten percent (10%) per annum. Both the underpayment and interest shall be paid within ninety (90) days from completion of the audit.

(F) Customer Report. In addition to Town's obligations in Section 4 (B), within ninety (90) days of the Effective Date of this Ordinance, Town shall provide to Company a report in a format acceptable to Company setting forth a list containing the new or removed street names, known street name aliases, street addresses, street address number ranges, and applicable directional and zip codes associated with each street name. Town shall annually thereafter provide a report identifying any changes to the address listing provided the previous year. For a range of street address numbers located within Town which consists only of odd or even street numbers, the list must specify whether the street numbers in the range are odd or even.

SECTION 12 - Retail Wheeling

In the event the appropriate governmental authorities authorize Retail Wheeling, then either party, if Adversely Affected thereby, may reopen this Ordinance upon thirty (30) days written notice to the other for the sole purpose of addressing the Franchise Fee payments between Company and the Town. If the parties are unable to agree within ninety (90) days of reopening, either party may declare an impasse and may file an action in the Circuit Court in Pinellas County, Florida for declaratory relief as to the proper Franchise Fee in light of Retail Wheeling.

SECTION 13 – Severability

Should any section or provision of this Ordinance or any portion thereof, the deletion of which would not adversely affect the receipt of any material benefits or, substantially increase the burden of any party hereunder, be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid. In the event of any such partial invalidity, Town and Company shall meet and negotiate in good faith to obtain a replacement provision that is in compliance with the judicial authority's decision.

SECTION 14 - Governing Law and Venue

(A) This Ordinance shall be construed and interpreted according to the laws of the State of Florida.

(B) In the event that any legal proceeding is brought to enforce the terms of this Ordinance, the same shall be brought in the appropriate state court in Pinellas County, Florida, or, if a federal claim, in the U.S. District Court in and for the Middle District of Florida, Tampa Division.

SECTION 15 – Merger

This Ordinance is the full, complete and entire understanding and agreements of the parties as to its subject matter, and the written terms supersede all prior contemporaneous representations, discussions, negotiations, understanding and agreements relating to the subject matter of this agreement. The parties shall not be bound or liable for any statement, prior negotiations, correspondence, representation, promise, draft agreements, inducements, or other understanding of any kind or nature not set forth or provided herein.

SECTION 16 – Notices

Except in exigent circumstances, all notices by either Town or Company to the other shall be made by depositing such notice in the United States Mail, Certified Mail return receipt requested, or by recognized commercial delivery with delivery receipt requested (e.g., FedEx, UPS or DHL). Any such notice shall be deemed to have been given when received by the recipient based on the delivery receipt. All notices shall be addressed as follows:

To Town:
Town Manager
6000 54th Ave N
Kenneth City, FL 33709
Phone: (727) 498-8948

To Company:
Duke Energy
Government & Community Relations Dept.
299 1st Street North – FL163
St. Petersburg, FL 33701
Phone: (727) 820-5474

SECTION 17 - Non-Waiver Provision

The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Ordinance shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by the parties.

SECTION 18 - Repealer and Superseding Provision

This Ordinance shall supersede, as to the rights, privileges, and obligations between Town and Company, all ordinances and parts of ordinances in conflict with the terms of this Ordinance. Ordinance No. 620 and any amendments thereto, are hereby deemed null and void and/or repealed upon the effective date of this Ordinance and none of the provisions of such repealed Ordinance No. 620 and any amendments thereto shall have any further force and effect.

SECTION 19 - Dispute Resolution

The parties to this Ordinance agree that it is in each of their respective best interests to avoid costly litigation as a means of resolving disputes which may arise hereunder. Accordingly, the parties agree that prior to pursuing their available legal remedies they will meet in an attempt to resolve any differences. If such informal effort is unsuccessful, then the Parties may exercise any of their available legal remedies.

FIRST READING AND PUBLIC HEARING: _____ 2021.

SECOND READING, ADOPTION, AND PUBLIC HEARING: _____ 2022.

ATTEST:

Ana Cabezas, Town Clerk

Robert J. Howell, Mayor

Approved as to form and legality
for the use and reliance of the
Town of Kenneth City, Florida, only.

Randy Mora, Town Attorney

Peter Cavalli, Town Manager

Melissa Seixas, State President
Duke Energy Florida, LLC

TOWN OF KENNETH CITY

A SAFE, FRIENDLY SMALL TOWN



TO: Mayor and Council
FROM: Pete Cavalli, Town Manager
DATE: 2/09/2022
RE: Accela – Technology Upgrades

Summary

Town Management is focused on providing a modern customer-focused experience to those using our services such as obtaining a Building Permit, paying Business Taxes, and interacting with Code Enforcement. Eventually, the ability to request services from the Department of Public Works and Police Department will be added.

The software platform contemplated here is Accela which provides these services to our customers in a 24-hour environment that can also accept payments using credit/debit cards. This software package will effectively act as the backbone of many of the Town's functions going forward.

The 2021-2022 Budget has \$50,000 identified for Technology Upgrades. There are also unexpended funds in Capital Improvement Project Fund for Street Signage in the amount of \$10,000 that can be added (through a budgetary transfer) to the Technology Upgrade Capital Improvement Project Account Line Item to increase the total to \$60,000.

The cost of this project is \$23,040 for eight (8) seat licenses (annual cost), approximately \$30,000 in configuration/customization (one-time cost / future customization may be required in out years) and approximately \$7,000 for contingencies, hardware and additional customization (also likely to be a one-time cost for the near future).

Discussion

This project includes three components: 1) annual cost of software on a per seat licensing agreement (ongoing cost – 5-year agreement) 2) cost of configuration (one-time cost w/ additional configuration upon request) and 3) hardware and additional customization.

The Town has been working with Accela to identify a competitively bid contract for us to purchase the software under. The best contract for our purposes is the NASPO Contract 43230000-NASPO-16-ACS.

Under the NASPO Contract, this is a 5-year contract that can be terminated at any time, without additional cost past the current year. There is an escalation clause which increases the price by 3% annually after Year 1.

Year	Description	Quote Price	Quantity	Extended Price
1	Multi-Solution SaaS – Accela 12 Months – Building and Planning	\$2880.0	8	\$23,040.00
2	Multi-Solution SaaS – Accela 12 Months – Building and Planning	\$2966.40	8	23,731.20
3	Multi-Solution SaaS – Accela 12 Months – Building and Planning	\$3055.39	8	\$24,443.12
4	Multi-Solution SaaS – Accela 12 Months – Building and Planning	\$3,147.06	8	\$25,176.48
5	Multi-Solution SaaS – Accela 12 Months – Building and Planning	\$3241.47	8	\$25,9331.76

This cost as you can see includes 8 seat licenses. Accela’s Civic Platform is a cloud based (SaaS) which includes 2 major automatic upgrades annually, as well as multiple invisible upgrades within the civic platform on a regular basis.

This cost also includes customer tech support during operating business hours (14 hours/day, 5 days/week) and 24/7 online help center. Lastly, the Town will maintain contact with Steven Bryan (Business Development Executive) and the management team throughout the life of the contract.

Installation services will be provided by RedMark Technologies, LLC with extensive collaboration from the Town of Kenneth City. The cost is approximately \$30,000.

There may be additional hardware such as Tablets (mobile devices) and additional customization that becomes identified through the project’s timeline.

The timeline of this project, if approved, is likely to begin in March and end in June/July 2022.

Financial Impact

The Technology Upgrade line item is budgeted for in Capital Improvement Plan Budget – Account # 300-519-964.000 – Technology Upgrades in the amount of \$50,000. An additional \$10,000 will be transferred from Capital Improvement Project Account Number 300-541-964-300 – Street Signage to increase the available total in the Technology Upgrade's Account to the amount of \$60,000 to adequately fund this project.

Conclusion

Staff respectfully requests Town Council approval to move forward with the Technology Upgrades (Accela) Project at a cost not to exceed \$60,000.00.

KENNETH CITY, FL QUOTE FOR ACCELA CIVIC PLATFORM IMPLEMENTATION

Quote date: February 7, 2022

Town of Kenneth City, FL
Peter Cavali
Town Manager
600 54th Ave N
Kenneth City, FL 33709

Mr. Cavalli,

I would like to take this opportunity to thank you for giving our firm the opportunity to work with the Town of Kenneth City on the implementation of the Accela Civic Platform solution.

Based on the information we currently have, please find below RedMark's proposal and level of effort for this project.

Task	Cost	Description/Comments
Deployment of the Accela Civic Platform	\$ 30,000.00	This deliverable includes: <ul style="list-style-type: none">• Gather detailed scope and development of Statement of Work.• Analysis sessions to gather configuration blueprint data.• Configuration of Accela, including:<ul style="list-style-type: none">○ Record Types○ Workflows○ Fees○ ACA○ Batch Scripting (20 hrs.)○ Report (1)• Training• UAT• Deployment in PROD environment.

Notes:

- Data Conversion not included.
- Interface(s) not included.
- If additional hours are needed to deliver additional Town requirements, RedMark will communicate this to the Town as soon as it is known.

This price quote is valid for 90 days after the proposal date stated above.

Should you have any questions, please reach out to me or to Ryan Chavez at (561) 843-2439 or at rchavez@redmarktech.com.

CONFIDENTIAL

Thank you,

A handwritten signature in black ink, appearing to read "Walter Chavez", with a long horizontal flourish extending to the right.

Walter Chavez

RedMark Technologies, LLC

wchavez@redmarktech.com

Office: 561-210-5141

Mobile: 954-274-8080

GOVERNMENT - PRICE QUOTATION



ACCELA GOVERNMENT AT CARAHSOFT



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARAHSOFT.COM

TO: Pete Cavali
 Town Manager
 Town of Kenneth City
 600 54th Ave N
 Kenneth City, FL 33709 USA

FROM: Casey Oesterle
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Reston, Virginia 20190

EMAIL: cvallip@kennethcityfl.org

EMAIL: Casey.Oesterle@carahsoft.com

PHONE: (727) 498-8948

PHONE: (571) 662-3010

FAX: (703) 871-8505

TERMS: Contract Number: 43230000-NASPO-16-ACS
 NASPO Master Contract Number: AR2472
 Contract Term: 07/01/2017 to 09/15/2026
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Sales Tax May Apply

QUOTE NO: 32732229
QUOTE DATE: 02/07/2022
QUOTE EXPIRES: 02/28/2022
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$122,322.56

TOTAL QUOTE: \$122,322.56

CONFIDENTIAL
PAGE 1 of 2

QUOTE DATE: 02/07/2022
QUOTE NO: 32732229

GOVERNMENT - PRICE QUOTATION



ACCELA GOVERNMENT AT CARAHSOFT



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
SUBTOTAL:						\$122,322.56
TOTAL PRICE:						\$122,322.56
TOTAL QUOTE:						\$122,322.56

Use of the Accela Products and Services specified in this document is subject to the applicable terms and conditions provided at <https://www.accela.com/terms/>

*5 Year Option

"Accela SaaS software will be configured using Accela partner Redmark Technologies. <http://redmarktech.com/index.php>



 Accela

KENNETH CITY
FLORIDA

ACCELA + FUTURE SYSTEMS

Delivering Government That Works

Mark Stock: Director Sales; North America

Steven Bryan: Bus. Dev Executive

Walter Chavez: RedMark Technologies, LLC



Accela



GOVERNMENT IS ALL WE DO

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- High levels of security and compliance
- Guiding governments on the advantages of the cloud
- Responsive to dynamic environments



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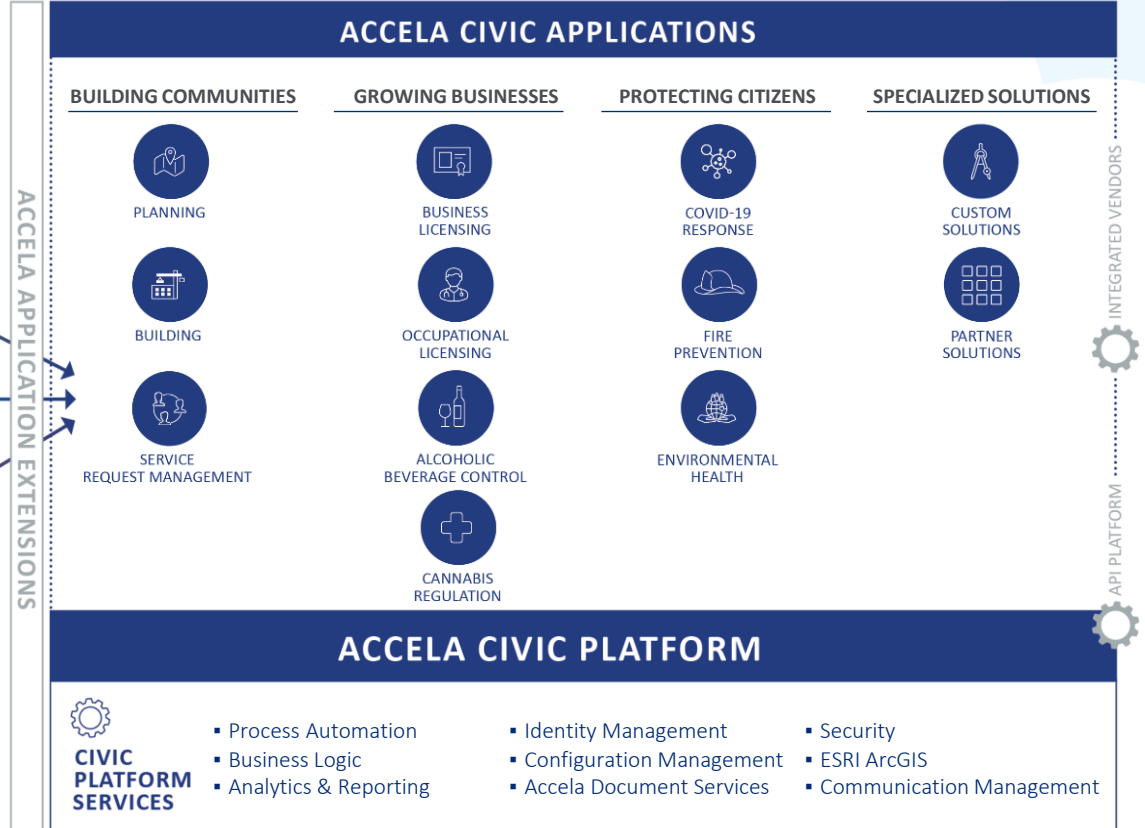
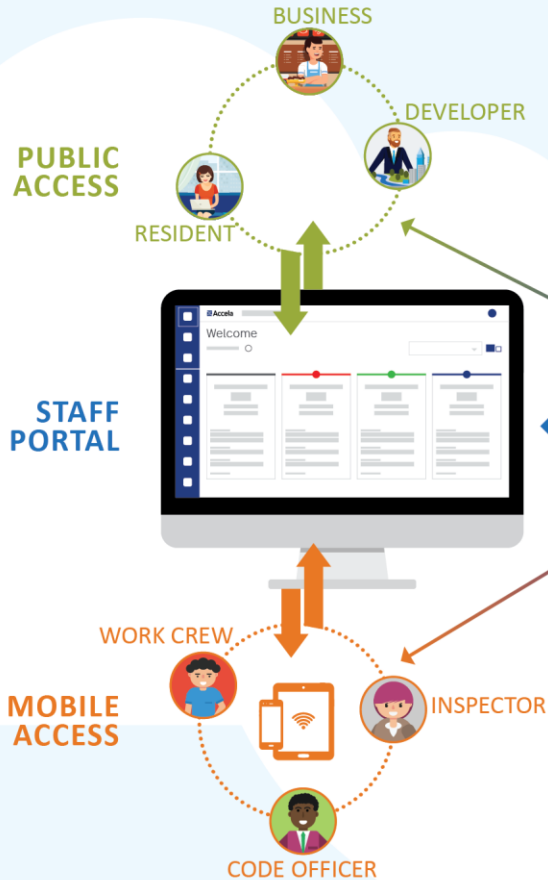


Serving **80%** of top 100 U.S. cities +
Hundreds of mid-sized cities (~ 2000 customers)



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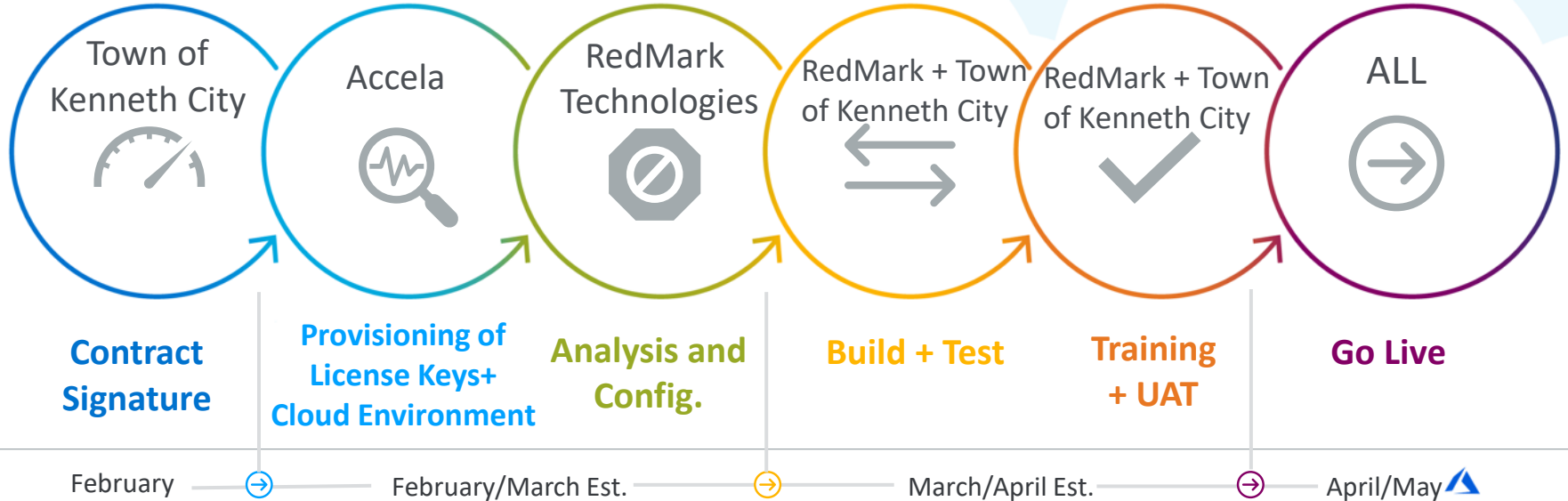
ONE PLATFORM, MANY APPLICATIONS, ALL ACCESS



SHARED MILSTONES



KENNETH CITY FLORIDA



THANK YOU!

Steven Bryan

Business Development Executive
Gulf Coast States

925-359-3368

sbryan@accela.com



KENNETH CITY
FLORIDA



Kenneth City Police Department Stats

Month/ 2022	Service Summary				Arrests			Traffic			Crime Prevention & Outreach			
	Calls for service	Reports + Supplements	AOA	Alarm	SAD Referrals	APAD Arrests	Arrests / NTA	Crash Investigations	Traffic Warnings	Traffic Citations	Business & Residential Area Checks	Theft / Watch Programs	Community Contact/Assist Citizen	Directed Patrol
January	73	107	6	10	4	0	7	8	36	14	5422	296	221	571
February														
March														
April														
May														
June														
July														
August														
September														
October														
November														
December														
Yearly Totals	73	107	6	10	4	0	7	8	36	14	5422	296	221	571

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 Gibson (CIS), Ofc Diaz Leon (Accreditation), Sgt Izrailov (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: TriTech CAD, Visinet, ACISS Web, PCSO NET Custom Query, TRACS, and daily reports. Tabulated by EP and LB

Volunteer hours running total for the year is 90 hours. These hours are donated to the Town of Kenneth City by 6 volunteers and 5 Reserve Officers.

Chief Mike

KCPD Monthly Stats January 2022

– Detective S. Gibson

Number of cases started with: 23, with 9 more to be assigned

Number of cases ended with: 25, with 6 more to be assigned

New cases assigned for the month

FELONY	8
MISDEMEANOR	
NON-CRIMINAL	2

Case dispositions

INACTIVATED	4
CLOSED WITH MISDEMEANOR ARREST	
CLOSED WITH FELONY ARREST	
CLOSED OTHER	3
CLOSED SAO REFERRAL	
CLEARED WITH WAIVER	1

Other Activity

SURVEILLANCES	
PHOTOPACKS	
EVIDENCE STATUS REQUESTS	
INITIAL REPORTS	1
SUPPLEMENTS	18
WARRANTS	
TOUCH DNA PROCESSING / BUCCALS	5
SUSPECTS RESULTING FROM TOUCH DNA	1
OTHER: CCTV FOOTAGE, CELL TRACKING, D/L	2
SUBPOENAS	2
JAIL RECORDINGS	38
REPORTS REVIEWED	36
CONTACT ATTEMPTS	12
INTERVIEWS	4
TRANSPORTING PROPERTY/EVIDENCE	4
RECOVERED STOLEN PROPERTY	1
BOLOS	
APADS	

KCPD Community Policing & Code Compliance Overview

January, 2022

Sergeant Andy Izrailov, Supervisor, COMMUNITY POLICING

The were no official community policing events conducted during the month of January.

Upcoming community policing events will be the Kenneth City Spring Festival, on March 5TH from 10 AM until 2 PM. This will be a large community event, held at James P Ernst city park, with numerous local businesses and Feeding Pinellas participating in the event. This community policing event will see a live band, bicycle giveaways, numerous "Bounce houses" and a bicycle rodeo. During the month of January, Kenneth City Spring Festival event advertising brochures were printed and distributed to numerous local businesses.

Officers have been patrolling the town on mountain bikes, and the Polaris patrol vehicle, as time permits. This was well received by numerous town residents. Further, the Polaris patrol vehicle was used to assist town council members in the distribution of the town quarterly newsletter.

The Police Department continues to maintain Operation Medicine Cabinet, which allows residents to drop off old or unwanted prescription medication for safe disposal.

The police department conducted several in progress code compliance investigations. Code Officer David Wysong continues to conduct the majority of code investigations. Sgt. Andy Izrailov continues to assist Officer Wysong while he conducts all town code violation investigations.

Officers continued to conduct numerous Town business area patrols, for ongoing homeless subject complaints. The goal still is to provide a safe alternative for the homeless subjects, such as Safe Harbor and Pinellas Hope, as well as other resources, to create a positive resolution for everyone. Officers continued to

conduct directed patrol of all Town parks and Town Hall for suspicious activity/persons.

All Town officers have been conducting traffic stops to educate drivers on traffic infractions and traffic safety issues. Further, the agency deterrent vehicle (ghost car) has been placed at numerous business/roadway locations throughout the Town to deter traffic violations/criminal activity. Town residents and local businesses are supportive of the ghost car placement and we continue to receive positive feedback.

Further, officers on midnight shift placed *Third Watch* notices throughout the Town as they checked closed business locations after hours. Officers conducted *House Checks* as requested by homeowners whose property was unattended. Officers continue to be active in the community, by making citizen contacts, handing out police stickers, coloring books, and bicycle lights.



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: **January 2022**

Number of Permits Issued: **35**

Total Fees Collected: **\$ 3421.20**

The Following Permits Were Issued:

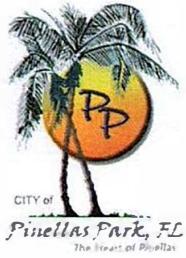
Building	16
Electric	5
Mechanical	5
Plumbing	1
Engineering	6
Landscaping	2
Gas	0
Fire	0
Sign	0

 2/1/22

JANUARY

2022

DATE	ADDRESS	APPLICANT	OWNER	PERMIT #	TYPE	DESCRIPTION	ISSUE DATE	VALUATION	PLAN RE TIF	DCA/DBP/T & E FEE	PERMIT FEE	TOTAL		
01/03/22	5974 51ST AVE	MITCHELL ROOFING CO	LY	22-01-001	BLDG	ROOF REPLACEMENT	01/03/22	\$8,250.00	\$0.00	\$0.00	\$4.00	\$5.00	\$80.00	\$89.00
01/04/22	6526 43RD AVE	HUMIDITY SOLUTIONS OF FL	BLACKPOINT ASSETS AND TRU	22-01-002	MECH	MECHANICAL REPLACEMENT	01/04/22	\$3,200.00	\$0.00	\$0.00	\$4.00	\$2.00	\$40.00	\$46.00
01/04/22	6486 43RD AVE	HAGE FENCE REPAIR	CARPENTER	22-01-003	ENG	FENCE REPAIR	01/04/22	\$7,874.00	\$0.00	\$0.00	\$0.00	\$5.00	\$75.00	\$80.00
01/05/22	5570 47TH AVE	DISCOUNT FENCE OF WEST FL	*****	22-01-004	ENG	FENCE REPLACEMENT	01/04/22	\$870.00	\$0.00	\$0.00	\$0.00	\$2.00	\$40.00	\$42.00
01/06/22	5120 55TH ST	CARR A/C & HEAT	BROWN	22-01-005	MECH	MECHANICAL REPLACEMENT	01/06/22	\$5,520.00	\$0.00	\$0.00	\$4.00	\$2.00	\$40.00	\$46.00
01/07/22	5821 59TH AVE	SUPER HEAT AND AIR	MACDONALD	22-01-006	MECH	MECHANICAL REPLACEMENT	01/07/22	\$7,600.00	\$0.00	\$0.00	\$4.00	\$2.00	\$40.00	\$46.00
01/07/22	4143 57TH ST #501	ADVANCED COOLING SYSTEM	SLATTEN	22-01-007	MECH	MECHANICAL REPLACEMENT	01/07/22	\$7,000.00	\$0.00	\$0.00	\$4.00	\$2.00	\$40.00	\$46.00
01/07/22	4564 61ST LN	HOMEOWNER	DAWSON	22-01-008	ENG	DRIVEWAY REPLACEMENT	01/07/22	\$6,000.00	\$0.00	\$0.00	\$0.00	\$5.00	\$65.00	\$70.00
01/07/22	6200 43RD TERR	KAROLY WINDOWS & DOORS	NASH	22-01-009	BLDG	WINDOW REPLACEMENT	01/07/22	\$14,200.00	\$55.00	\$0.00	\$4.13	\$10.00	\$110.00	\$179.13
01/11/22	5564 46TH AVE	ELEVATION RESTORATION	GILLESPIE	22-01-010	BLDG	ROOF REPLACEMENT	01/11/22	\$39,339.00	\$0.00	\$0.00	\$5.88	\$10.00	\$235.00	\$250.88
01/11/22	5564 46TH AVE	td	GILLESPIE	22-01-010	ELEC	REATTACH SOLAR PANELS	01/11/22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00	\$3.00
01/11/22	5701 53RD AVE	MICHAEL KOHLER PLUMBING	*****	22-01-011	PLBG	WATER HEATER REPLACEMENT	01/11/22	\$1,150.00	\$0.00	\$0.00	\$4.00	\$2.00	\$40.00	\$46.00
01/12/22	6400 46TH AVE #37	CAPITAL APPLIANCE SVCS	WRIGHT	22-01-012	MECH	MECHANICAL REPLACEMENT	01/12/22	\$6,450.00	\$0.00	\$0.00	\$4.00	\$2.00	\$40.00	\$46.00
01/12/22	4320 63RD ST	MAGYAR ROOFING	NORTHWEST PRESBYTERIAN	22-01-013	BLDG	ROOF REPLACEMENT	01/12/22	\$13,700.00	\$0.00	\$0.00	\$4.00	\$5.00	\$120.00	\$129.00
01/13/22	5912 47TH AVE	RJ OWENS ROOFING	*****	22-01-014	BLDG	ROOF REPLACEMENT	01/13/22	\$13,430.00	\$0.00	\$0.00	\$4.00	\$5.00	\$105.00	\$114.00
01/18/22	6211 43RD TERR	HOME PERFORMANCE ALLIANC	VEENSTRA	22-01-015	BLDG	WINDOW REPLACEMENT	01/18/22	\$6,000.00	\$32.50	\$0.00	\$4.00	\$5.00	\$65.00	\$106.50
01/18/22	6400 46TH AVE #63	HOME PERFORMANCE ALLIANC	PAVONE	22-01-016	BLDG	WINDOW REPLACEMENT	01/18/22	\$10,934.00	\$45.00	\$0.00	\$4.00	\$5.00	\$90.00	\$144.00
01/18/22	6043 46TH AVE	TOTAL HOME ROOFING	CROWN	22-01-017	BLDG	ROOF REPLACEMENT	01/18/22	\$10,871.00	\$0.00	\$0.00	\$4.00	\$5.00	\$90.00	\$99.00
01/19/22	5532 48TH AVE	ALLIED FENCE	CAUDILL	22-01-018	ENG	FENCE REPLACEMENT	01/19/22	\$5,516.00	\$0.00	\$0.00	\$0.00	\$5.00	\$65.00	\$70.00
01/19/22	4060 55TH ST #1109	RENEWAL BY ANDERSON	BLACK	22-01-019	BLDG	WINDOW REPLACEMENT	01/19/22	\$11,236.00	\$47.50	\$0.00	\$4.00	\$5.00	\$95.00	\$151.50
01/20/22	4299 66TH ST	EZELL ELECTRIC	OH	22-01-020	ELEC	SAFETY INSPECTION	01/20/22	\$350.00	\$0.00	\$0.00	\$4.00	\$2.00	\$40.00	\$46.00
01/20/22	4566 62ND ST	TREES UNLIMITED	WORKINGER	22-01-021	LAND	TREE REMOVAL	01/20/22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
01/20/22	6489 43RD AVE	ABC 1-2-TREE	PENA	22-01-022	LAND	TREE REMOVAL	01/20/22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
01/24/22	6427 43RD AVE	POSITRICITY	PYLE	22-01-023	ELEC	INSTALL 3 CIRCUITS	01/24/22	\$5,300.00	\$0.00	\$0.00	\$4.00	\$2.00	\$40.00	\$46.00
01/24/22	6130 46TH AVE	BUILDWELL CONSTRUCTION	GAVRILOVIC	22-01-024	BLDG	ADDITION	01/24/22	\$45,000.00	\$170.00	\$0.00	\$10.75	\$10.00	\$340.00	\$530.75
01/25/22	5265 58TH ST	JOHN HOGAN ROOFING	WILLIAMS	22-01-025	BLDG	ROOF REPLACEMENT	01/25/22	\$9,120.00	\$0.00	\$0.00	\$4.00	\$5.00	\$85.00	\$94.00
01/25/22	4255 58TH ST	ALLY RESTORE	CHAN	22-01-026	BLDG	DOOR REPLACEMENT	01/25/22	\$2,200.00	\$25.00	\$0.00	\$4.00	\$5.00	\$50.00	\$84.00
01/27/22	6013 45TH AVE	60 HZ ELECTRIC LLC	CASTELLON	22-01-027	ELEC	PANEL REPLACEMENT	01/27/22	\$400.00	\$0.00	\$0.00	\$4.00	\$2.00	\$40.00	\$46.00
01/27/22	5172 60TH WAY	SUNRUN INSTALLATION	STILES	22-01-028	BLDG	SOLAR PV SYSTEM	01/27/22	\$21,879.00	\$92.50	\$0.00	\$6.94	\$10.00	\$145.00	\$254.44
01/27/22	5172 60TH WAY	SUNRUN INSTALLATION	STILES	22-01-028	ELEC	SOLAR PV SYSTEM	01/27/22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.00	\$40.00
01/28/22	4400 63RD ST	WINDOW WORLD OF TB	CHIAPPONE	22-01-029	BLDG	WINDOW REPLACEMENT	01/28/22	\$16,404.00	\$60.00	\$0.00	\$4.00	\$5.00	\$120.00	\$189.00
01/28/22	5820 43RD TERR #1404	WINDOW WORLD OF TB	BRICKETT	22-01-030	BLDG	WINDOW REPLACEMENT	01/28/22	\$6,001.00	\$35.00	\$0.00	\$4.00	\$5.00	\$70.00	\$114.00
01/28/22	6198 46TH AVE	R J OWENS ROOFING	TORRES	22-01-031	BLDG	ROOF REPLACEMENT	01/28/22	\$2,400.00	\$0.00	\$0.00	\$4.00	\$5.00	\$50.00	\$59.00
01/31/22	6483 43RD AVE	HOME OWNER	BRASWELL	22-01-033	ENG	DRIVEWAY REPLACEMENT	01/31/22	\$1,900.00	\$0.00	\$0.00	\$0.00	\$5.00	\$45.00	\$50.00
01/31/22	6144 50TH AVE	DUNCAN CONSTRUCTION	CORI RALSTON	22-01-034	ENG	ROOF REPLACEMENT	01/31/22	\$3,844.00	\$0.00	\$0.00	\$4.00	\$5.00	\$55.00	\$64.00
									\$562.50	\$0.00	\$115.70	\$145.00	\$2,645.00	\$3,421.20



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
 February 9, 2022

For the month of January 2022, the Fire, EMS and Life Safety activities break down as follows:

RESPONSES IN KENNETH CITY

TYPE OF RESPONSE	MONTH	YEAR TO DATE	
	January	2022	2021
MEDICAL	142	142	125
VEHICLE ACCIDENTS	4	4	2
FIRE RELATED CALLS	8	8	9
TOTAL RESPONSES	154	154	136

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	
	January	2022	2021	January	2022	2021	January	2022	2021
MEDICAL	56	56	44	42	42	34	98	98	78
VEHICLE ACCIDENTS	1	1	1	19	19	16	20	20	17
FIRE RELATED CALLS	7	7	6	33	33	29	40	40	35
TOTAL RESPONSES	64	64	51	94	94	79	158	158	130

LIFE SAFETY MANAGEMENT SERVICES

TYPE OF SERVICE PERFORMED	MONTH	YEAR TO DATE	
	January	2022	2021
INSPECTIONS	79	79	37
FALSE ALARMS	4	4	4
PLANS REVIEW	4	4	0
SMOKE ALARMS INSTALLED	0	0	0
PUBLIC EDUCATION PROGRAMS	0	0	0
PROGRAM ATTENDANCE	0	0	0

Respectfully submitted,

Brett Schlatterer, Fire Chief



TOWN OF KENNETH CITY, FLORIDA

OVERVIEW

This financial overview reflects the Town's overall unaudited financial condition through **December 2021**. Except as noted below, revenues and expenditures are generally on target for the 3 completed month(s) (25%) of the fiscal year. The Town's fiscal year begins on October 1st.

GENERAL FUND

With 3 month (25%) of the fiscal year complete, General Fund revenues are on pace with current year projections and prior year trends. Through **December** the Town has collected a total of **\$1,433,881** or 45% of projected revenues. For this same period, the General Fund has expended **\$748,646**, or 23% of budgeted expenditures.

General Fund	Budget	YTD Actual	Percent
Revenues	\$ 3,194,180	\$ 1,433,881	45%
Expenditures	\$ 3,194,180	\$ 748,646	23%

Ad Valorem taxes are the general funds largest source of revenue and account for approximately 42% of the total revenues. Other sources of revenue include franchise fees, public service tax, state revenue sharing and licenses/permits.

The General Fund includes all services that are funded through general taxes. It includes all Town programs except for those that pertain to Town infrastructure and can be funded through the Capital Improvement Fund.

REVENUES

Overall revenues are being collected at a rate similar to prior years and are in line with budgeted estimates. Ad valorem revenue is collected early in the fiscal year.

Revenues	Budget	YTD Actual	Current Month	YTD % Received
Ad Valorem	\$ 1,121,550	\$ 994,462	\$ 649,826	89%
Franchise Fees	\$ 372,400	\$ 107,161	\$ 29,126	29%
Public Svc. Tax	\$ 399,000	\$ 122,782	\$ 32,434	31%
Licenses & Permits Revenue	\$ 153,950	\$ 30,967	\$ 4,602	20%
Sharing	\$ 635,925	\$ 169,895	\$ 63,013	27%
Other	\$ 37,840	\$ 8,595	\$ 655	23%
Reserves	\$ 473,515	\$ -	\$ -	
Total	\$ 3,194,180	\$ 1,433,862	\$ 779,656	45%

EXPENDITURES

The following table shows the expenditures budgeted for each department. The table illustrates a snapshot of how much each department is spending each month and throughout the budget year. With 25% of the fiscal year completed the Town has expended 23% of its General Fund expenditures.

Expenses	Budget	YTD Actual	Current Month	YTD % Expended
General Govt.	\$ 752,815	\$ 168,291	\$ 39,302	22%
Law Enforcement	\$ 1,602,115	\$ 431,364	\$ 135,120	27%
Fire Control	\$ 310,000	\$ 49,643	\$ 24,822	16%
Building/Permitting	\$ 94,490	\$ 22,323	\$ 7,351	24%
Emergency & Disaster Relief	\$ 7,500	\$ 5	\$ 2	0%
Public Works	\$ 404,110	\$ 74,170	\$ 19,618	18%
Culture/Recreation	\$ 23,150	\$ 2,850	\$ 49	0%
Total	\$ 3,194,180	\$ 748,646	\$ 226,264	23%

BEAUTIFICATION FUND

With 3 months (25%) of the fiscal year complete, Beautification Fund revenues/expenses are on pace with current year projections. Through **December** the Town has collected a total of **\$0**, or 0% of projected revenues. For this same period, the Beautification Fund has expended **\$5,000**, or 19% of budgeted expenditures.

General Fund	Budget	YTD Actual	Percent
Revenues	\$ 27,000	\$ -	0%
Expenditures	\$ 27,000	\$ 5,000	19%

The Beautification Fund is used to account for red light camera revenues that have been earmarked for projects aimed at beautifying the Town of Kenneth City.

CASH AND INVESTMENTS

Approximately 90% of the City's funds (\$5.267 – million) are being held in a Public Fund Interest Checking account with Fifth Third Bank (\$4.758 million). The remaining balance is held with PMA Financial Network invested in FL Safe a local government investment pool (\$509K).

General Fund	Market Value
Cash	\$ 2,302,684
FL Safe	\$ 509,760
Total	\$ 2,812,444

Beautification Fund	
Cash	\$ 390,448

Capital Fund	
Cash	\$ 2,064,540

CAPITAL IMPROVEMENT FUND

With 3 month (25%) of the fiscal year complete, Capital Improvement Fund revenues are higher than current year projections due to State and County project reimbursements from prior years. Through **December** the Town has collected a total of **\$656,499**, or 67% of projected revenues. For this same period, the Capital Improvement Fund has expended **\$10,771**, or 1% of budgeted expenditures.

General Fund	Budget	YTD Actual	Percent
Revenues	\$ 986,130	\$ 656,499	67%
Expenditures	\$ 986,130	\$ 10,771	1%

The Capital Improvement Fund is used to account for intergovernmental revenue that is restricted in use for infrastructure improvements, as well as other funds received and expended for construction, renovation, expansion and major improvements of various Town facilities, acquisitions of land and other large nonrecurring projects.

SUMMARY

This monthly financial summary is based on detailed revenue and expense reports that are produced by the Town's finance department. If you would like additional information, or have any questions about the report, please contact Andrew Tess in the Finance Department at (727) 498-8948.



KENNETH CITY FLORIDA

BRUSH PICK-UP REQUEST

The Town's Department of Public Works picks up brush upon request for a fee for the convenience of our residents, to protect the environment and to maintain the overall aesthetic quality of the Town.

Costs

Costs assessed to the client are based on actual labor rates (including benefits) and equipment rates set forth in the publication FEMA 2021 Schedule of Equipment Rates. A copy of this reimbursement rate list is maintained at Town Hall. The minimum charge will be \$50.00.

Items eligible for pick-up: BRUSH, SMALL TREE LIMBS, PALM FRONDS, LOGS, AND SMALL CONTAINERIZED DEBRIS.

- All items must be placed at the curb for pick-up.
- All brush, limbs and fronds, must have the cut ends facing the street
- Logs/Stumps are to be kept separate from the tree limbs & brush.
- Logs/Limbs/Stumps should not exceed 9" in diameter.
- All fruit must be removed from tree limbs.

Exclusions

The Town of Kenneth City does NOT pick up any branches, tree limbs or debris generated by a commercial entity. Only material generated from the residents themselves will be picked up by the Town.

The Town reserves the right to refuse a brush pickup request from any residents due to failure of the requester to comply with any policy or procedure outlined above, or due to a request to pick up an unreasonable quantity of brush as determined by the Town Manager or their designee.

Other Pick-up Options

If you have large tree limbs, other debris or if you would like to get another quote, you may contact the Solid Waste/Recycling Provider directly. The cost per unit volume is set under contract with the Town of Kenneth City.

Name _____ Date _____

Address _____ Phone Number _____

Pick-up Address (If different from above) _____
(within Kenneth City's Boundaries Only) _____

Official Use Only

Cost Estimate by DPW _____ Date _____

Fee Paid (Itemized Below) _____ Date _____ Receipt # _____

	<u>Hours Used</u>	<u>Cost Per Hour</u>	<u>Extended Cost</u>
Equipment #1 _____	_____	_____	_____
Equipment #2 _____	_____	_____	_____
Equipment #3 _____	_____	_____	_____
Equipment #4 _____	_____	_____	_____
Equipment #5 _____	_____	_____	_____
Personnel #1 _____	_____	_____	_____
Personnel #2 _____	_____	_____	_____
Personnel #3 _____	_____	_____	_____
Personnel #4 _____	_____	_____	_____
Personnel #5 _____	_____	_____	_____

Other Related Charges: _____

Notes: _____
