



THE TOWN OF KENNETH CITY, FLORIDA
Town Council Meeting
PUBLIC NOTICE

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

6:30pm

April 12, 2023

Community Hall

- A. Call to Order
- B. Moment of Silence by Councilmember Roberts and Pledge of Allegiance
- C. Roll Call
- D. Administration of Oath of Office & Council Reappointment
 - 1. Councilmember Roberts
 - 2. Councilmember Cummings
 - 3. Appointment of Vice Mayor
- E. Consent Agenda
 - 1. 3.8.23 Minutes
 - 2. Renewal of Community Development Block Grant Cooperation Agreement
 - 3. Imagine That Performance Project Reports: 19 & 20
- F. Presentations
 - 1. Suncoast League of Cities
 - 2. Engineer Project Updates
- G. Persons Wishing to Be Heard on Items NOT Listed on the Agenda

A **3 minute time limit**....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 Townclerk@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.

- H. Action Agenda
 - 1. Appointment of P&Z/BOA Members
 - 2. PRM Board Member Designations
 - 3. First Reading of Ordinance 2023-662 - Fire Assessment Fee Collection
 - 4. First Reading of Ordinance 2023-663 – Stormwater Assessment Fee Collection
 - 5. Second and Final Reading of Ordinance 2023-661 Chapter 54
 - 6. Approval of EOR Contract Approval
 - 7. Preliminary Budget Calendar
 - 8. Task Order- 2024 Budget Preparation

- I. Town Attorney Report/ Discussion & Direction for Town Manager Position Advertisement
- J. Town Clerk Report/Comments
- K. Town Manager Report/Comments
- L. Mayor/Council Comments
- M. 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



TOWN OF KENNETH CITY FLORIDA
Town Council Meeting Minutes
March 8, 2023

A. Call to Order

B. Moment of Silence by Councilmember Zemaitis and Pledge of Allegiance

C. Roll Call

Present were Mayor Robert Howell, Vice Mayor Cummings, Councilmember Zemaitis, Councilmember Noble, Councilmember Roberts, Interim Town Manager Duncan, Town Attorney Johnston

D. Consent Agenda

Motion to accept Consent Agenda was made by Vice Mayor Cummings

Second was made by Councilmember Noble

Councilmember Roberts voted No

Councilmember Roberts spoke about the high cost of paying for meetings with consultants. Councilmember Noble said that even if the Town had employees, they would be paying for them to attend meetings.

Jeffrey Pfannes, 4494 61st N Lane

Mr. Pfannes asked what was being talked about. There was an ongoing discussion about this item.

Motion to accept Consent Agenda was passed

E. Police Department Re-accreditation

Mayor Howell spoke about his visit to St. Augustine and discussed his experience at the conference and how impressed he was.

Mayor Howell presented a plaque to Chief Vieno for his outstanding service to the Town.

Chief Vieno gave a brief overview of the re-accreditation process. He commended all the officers for their daily work and passion for delivering services to the Town. He said he was continually impressed with all the staff and to get a 100 compliance is a great accomplishment.

F. Persons Wishing to Be Heard on Items NOT Listed on the Agenda

Ellen Dalbo, 4726 58th Street N

Ms. Dalbo asked why it has taken 8 months for the Town to put a "No Trucks" sign on 58th Street.

Jeffrey Pfannes, 4494 61st N Lane

Mr. Pfannes asked why hasn't a Town Manager been hired yet.

Inaudible, 6144 46th Ave N

This resident asked why a Town Manager hasn't been hired yet and wanted to know how long Imagine That Performance was going to be working in Kenneth City.

Doc Pelhorn, 4330 56th St N

This resident had questions regarding a permit that was issued on his house on 3.14.22 and how he was having issues with his insurance coverage. There was a discussion about this issue and the Interim Town Manager said he would look into it further.

Anthony Chan, 4255 58th St N

Mr. Chan thanked the Mayor and Council for the service and working with the public. He reminded everyone that the election was next week and it was possible that some seats would be re-elected. He hoped that the new Council can work together to listen to the community and their needs.

G. Action Agenda

1. Appointment of P&Z / BOA Members

The following members requested to serve on the Town's boards:

Board of Adjustment: Robert Arrison

Planning and Zoning Board: Richard Morrison, Brandon Robinson, Colin Rader, Michael Erickson, Joann Garner

Motion to appoint the aforementioned residents to Town Board of Adjustment was made by Councilmember Noble

A second was made by Councilmember Zemaitis

All in favor

Motion to appoint the aforementioned residents to Town Board of Adjustment was passed

Motion to appoint the aforementioned residents to Town Planning and Zoning Board was made by Councilmember Noble

A second was made by Councilmember Zemaitis

All in favor

Motion to appoint the aforementioned residents to Town Planning and Zoning Board was passed

2. Second and Final Reading of Ordinance 2023-660 "Appendix A – Personnel Manual" of the Town's Land Development Code

The Town Attorney read Ordinance 2023-660 into the record. She explained the purpose of the ordinance.

Motion to approve the second and final reading of Ordinance 2023-660 was made by Councilmember Noble

A second was made by Councilmember Zemaitis

Councilmember Zemaitis Y

Councilmember Noble Y

Councilmember Roberts Y

Vice Mayor Cummings Y

Mayor Howell Y

Motion to approve the second and final reading of Ordinance 2023-660 was passed

3. Uniform Method of Collections/Special Assessments Fire Services

Interim Town Manager Duncan explained the purpose of this agreement and discussed the addition of fire fees consistent with the budget. There was a discussion from Councilmember Zemaitis in support of this, as the Council has been talking about this for a long time.

David Jahosky from the Anser Group came up to the podium.

Councilmember Roberts asked about piggybacking and procurement of these services. There was an ongoing discussion about this.

Councilmember Noble asked Mr. Jahosky to give a quick overview of the process. Mr. Jahosky did so and indicated that data needed to be collected by September 15th.

Motion to piggyback City of Pompano Beach and authorize the Town Manager or designee to execute an agreement, in a form acceptable to the Town Attorney, with Anser Advisory in an estimated amount of \$35,000 was made by Councilmember Zemaitis

A second was made by Councilmember Noble

Mayor Howell opened up public comment.

Doc Pelhorn, 4330 56th St N

This resident asked how the company determined the rates for rental properties.

Interim Town Manager Duncan explained that this item had nothing to do with Pompano Beach. He indicated that Kenneth City and Pompano Beach were separate. Mr. Jahosky explained how the rates were going to be calculated.

Motion to piggyback City of Pompano Beach and authorize the Town Manager or designee to execute an agreement, in a form acceptable to the Town Attorney, with Anser Advisory in an estimated amount of \$35,000 was passed

4. Uniform Method of Collections/Special Assessments Stormwater Program

The Interim Town Manager indicated that this was the same provider and that the only difference is that they didn't have a contract with Pompano Beach. The Town staff asked Council to waive competitive bidding to approve one contract for both.

Motion to waive competitive bidding and authorize the Town Manager or designee to execute an

agreement, in a form acceptable to the Town Attorney, with Anser Advisory in an estimated amount of \$60,000 was made by Councilmember Zemaitis
A second was made by Councilmember Noble

There was no public comment.

Motion to waive competitive bidding and authorize the Town Manager or designee to execute an agreement, in a form acceptable to the Town Attorney, with Anser Advisory in an estimated amount of \$60,000 was passed

5. Agreement with Property Appraiser's Office for non-ad valorem assessment fees

Interim Town Manager Duncan explained this item indicating that the Town doesn't have a billing department and doesn't issue utility bills, so it would require the Property Appraiser's Office to collect fees on the Town's behalf.

Motion to approve an agreement with the Pinellas County Property Appraiser's Office for the collection of non-ad valorem assessment fees was made by Councilmember Zemaitis
A second was made by Vice Mayor Cummings

All in favor

There was no public comment.

Motion to approve an agreement with the Pinellas County Property Appraiser's Office for the collection of non-ad valorem assessment fees was passed

6. Agreement with Tax Collector for non-ad valorem assessment fees

Interim Town Manager Duncan explained this item indicating that the Town doesn't have a billing department and doesn't issue utility bills, so it would require the Tax Collector's Office to collect fees on the Town's behalf.

Motion to approve an agreement with the Pinellas County Tax Collector's Office for the collection of non-ad valorem assessment fees was made by Councilmember Noble
A second was made by Vice Mayor Cummings

There was no public comment.

All in favor

Motion to approve an agreement with the Pinellas County Tax Collector's Office for the collection of non-ad valorem assessment fees was passed

7. Fiscal Year 2021-22 Auditor Selection Process

The Interim Town Manager explained the audit process and the requirement to have an auditor for Fiscal Year 2022. Councilmember Roberts asked if there was anything different in the differently priced

auditors. The Town Attorney explained that the Council needed to select an auditor tonight.

A motion that the Town Council, acting in their capacity as the Auditor Selection Committee, pursuant to Florida Statutes Chapter 218.391, select Rivero, Gordimer & Co., P.A. as the professional services firm to complete the Fiscal Year 2022 audit for the Town of Kenneth City and directs the Interim Town Manager or designee to execute an agreement, in a form acceptable to the Town Attorney, for a cost of \$24,000 was made by Councilmember Zemaitis
A second made by Councilmember Noble

There was no public comment.

All in favor

A motion that the Town Council, acting in their capacity as the Auditor Selection Committee, pursuant to Florida Statutes Chapter 218.391, select Rivero, Gordimer & Co., P.A. as the professional services firm to complete the Fiscal Year 2022 audit for the Town of Kenneth City and directs the Interim Town Manager or designee to execute an agreement, in a form acceptable to the Town Attorney, for a cost of \$24,000 was passed

8. Vendor Selection of RFP# 2023-01 Strategic Planning Services

Mayor Howell talked about his excitement regarding the Strategic Planning. There was a discussion about the need for a Strategic Plan and what it can do for the community.

Dale Sugarman from Baker Tilly made a presentation about the Strategic Planning process.

Councilmember Zemaitis asked if there was an option for more in person meetings, rather than digital ones. She felt that the Town residents would be more comfortable with face to face meetings. Mr. Sugarman said that was possible and the price would increase to \$41,000 based on Activity 1 and 2 in the proposal.

Councilmember Noble asked how receptive other communities have been. Mr. Sugarman indicated that some communities gave a lot of feedback and some did not. He indicated that his firm could begin in 2 weeks time.

A motion to approve and award Request for Proposal #2023-01, to Baker Tilly and authorizes and directs the Interim Town Manager or designee to execute an agreement, in a form acceptable to the Town Attorney, with Baker Tilly in an estimated amount of \$41,000.00 to be paid for with ARPA was made by Councilmember Zemaitis

A second was made by Councilmember Noble

All in favor

There was no public comment.

A motion to approve and award Request for Proposal #2023-01, to Baker Tilly and authorizes and directs the Interim Town Manager or designee to execute an agreement, in a form acceptable to the Town

Attorney, with Baker Tilly in an estimated amount of \$41,000.00 to be paid for with ARPA was passed

9. Landscape Services

Interim Town Manager Duncan explained this item. He indicated that the Public Works Department lost some employees and some people felt there was a need to get creative. He indicated that growing season was coming and that there were 2 options for consideration with a professional provider tonight. One agreement was in effect for 2 months and the other would be in effect for 1 year. There was a discussion about various options like auctioning off some of the equipment. There was also a discussion about hanging Christmas lights.

The Town Attorney spoke about the costs and liabilities of having Town employees do this kind of work.

Councilmember Roberts expressed her dissatisfaction that the Town recently purchased a new piece of equipment that wasn't needed now that they were outsourcing. There was an ongoing discussion about this. She also felt that the Interim Town Manager should have disclosed that this was a previous employer.

Mayor Howell said he felt it was a good idea to pay a company to do it. There was a discussion among Council about which trees would be selected to be cut.

Motion to authorize and direct the Town Manager to execute and agreement with ABM, in a form acceptable to the Town Attorney, for a one-year term to provide landscape services was made by Councilmember Zemaitis

A second was made by Councilmember Noble

Paul Asche, 6412 44th Avenue N

Mr. Asche asked if the Town selected this company, what does it do to the Public Works employee that is working for the Town. He also asked about building clean up.

The Interim Town Manager addressed this and said he would bring that back to Council for consideration. He said there were only 2 Public Works positions that he wanted to retain. He also indicated that a janitor has been hired for 10 hours a week a \$13.25 per hour.

Councilmember Roberts voted No

Motion to authorize and direct the Town Manager to execute and agreement with ABM, in a form acceptable to the Town Attorney, for a one-year term to provide landscape services was passed

10. First Reading of Ordinance 2023-661 Chapter 54

The Town Attorney explained the purpose of this ordinance and the changes she made. She indicated that Council would be voting on those modifications.

Paul Asche, 6412 44 th Avenue N

Mr. Asche indicated that he was trying to understand the changes that were made to Chapter 54. He thought that a workshop was required to make changes to the ordinance.

The Town Attorney indicated that there was no requirement to have a workshop and that this had been discussed at several meetings. There was a discussion on the process for approving an ordinance.

Vice Mayor Cummings asked about screening something from view and how residents would do that.

Vice Mayor Cummings asked about parking in driveways.

Mayor Howell said he felt that there were a lot of questions.

There was a discussion about requiring a permit to repair a vehicle in the driveway and that there was a time limit to do so. The Town Attorney indicated that residents have 60 days to work on a broken vehicle.

There was a discussion about parking boats on the side of houses.

There was a discussion amongst Council and staff regarding residential speed limits.

Councilmember Noble thanked the Town Attorney because Chapter 54 is not an easy read.

Motion to approve the first reading of Ordinance 2023-661 was made by Councilmember Noble

A second was made by Councilmember Zemaitis

Vice Mayor Cummings voted No

Motion to approve the first reading of Ordinance 2023-661 was passed

H. Town Attorney Report

Town Attorney Johnston gave an overview of the Town Manager item. She indicated that she put together information so Council can determine what they need for the next Town Manager. She indicated that she provided information regarding what other communities have done. She indicated to Council that they could let her know their preferences which would help her as she compiles information.

I. Town Clerk Report

The Interim Town Clerk gave a brief overview of her report.

J. Town Manager Report

Nate Freeman from Network People introduced himself to the Town Council. He said he appreciated the Council and Mayor's efforts to help organize the Town and was excited to be working with the Town. He indicated that his firm worked with a variety of other local communities. There was some discussion about potential technology upgrades.

Council gave consensus direction to go forward with agenda management software and Ipads.

Interim Town Manager Duncan indicated that he had been getting monthly reports from the Building Department on how much the Town has been getting in revenue. He indicated that it was positive for the last 2 months, but that they may need to have a conversation in the future.

K. Mayor and Council Comments

There was a discussion on the qualifications and position title of the Deputy Clerk and Council asked to see her resume.

Councilmember Zemaitis asked for an update on the Comprehensive Plan.

Mayor Howell addressed the residents about how the Town Council works together for the betterment of the community. He indicated that it could be a difficult job, but he wanted the residents to know that Council is working on many things on their behalf.

Council welcomed the Deputy Town Clerk Lacy LaFave.

The Deputy Town Clerk introduced herself to Council.

L. Adjournment

Motion to adjourn meeting made by Councilmember Roberts

A second was made by Councilmember Zemaitis

All in favor

The meeting adjourned at 9:25 pm

March 8, 2023

CERTIFIED MAIL #7022 0410 0002 1932 0436

The Honorable Robert J. Howell, Mayor
Town of Kenneth City
6000 – 54th Avenue North
Kenneth City, Florida 33709

RENEWAL OF COMMUNITY DEVELOPMENT BLOCK GRANT
COOPERATION AGREEMENT

Dear Mayor Howell:

The purpose of this letter is to advise the Town of the upcoming requalification of Pinellas County for receipt of Community Development Block Grant (CDBG) funds as an Urban County for fiscal years 2024, 2025, and 2026. The Town of Kenneth City is a partner in the current Pinellas County CDBG Urban County program under an existing Cooperation Agreement.

As a non-entitlement town within the Urban County, the Town has two (2) options for applying for CDBG funds. Option 1 is to form an inter-local or cooperation agreement with the Urban County, which must be approved by HUD. Under Option 1, the Town would apply to the County for CDBG funds for any eligible project but would relinquish the ability to apply for Small Cities CDBG funds through the State of Florida. Option 2 is through the State Small Cities program. Option 2 does not preclude the County from using CDBG funds to assist individuals who reside within the incorporated areas of the County.

By participating in the Urban County CDBG program, the Town will also be participating in the County's HOME Investment Partnerships Program (HOME) and the County's Emergency Solutions Grant (ESG) program. Participation will not preclude the Town or the County from applying for funds under the State of Florida's HOME or ESG programs.

310 Court St.
Clearwater, FL 33756
Phone (727) 464-8200
Fax (727) 464-8201
V/TDD (727) 464-4062
www.pinellascounty.org

The Honorable Robert J. Howell, Mayor
Town of Kenneth City
March 8, 2023
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Thank you for your long-term support to bring federal CDBG funds to our communities. For nearly 50 years, low- and moderate-income residents of the Town and County, including the elderly, the disabled, and families with special needs have been the principal beneficiaries of a multitude of programs and projects undertaken as a result of cooperative efforts.

Please respond no later than July 1, 2023, of the Town's intent to remain a member of the Urban County or to terminate the Cooperation Agreement and leave the Urban County. Simply check the appropriate selection below, sign, date and return this letter to Brook Gajan, Compliance Manager, Community Development Division.

If you have any questions concerning the process, please feel free to contact Bruce Bussey at 727-464-8257, bbussey@pinellas.gov, or Brook Gajan at 727-464-8232, bgajan@pinellas.gov.

Sincerely,



Carol L. Stricklin
Director, Pinellas County Housing and Community Development

cc: **Mr. Rob Duncan, Interim Town Manager**
Ms. Precious Brannon, Department of HUD

The Town of Kenneth City elects to:

remain in the Pinellas County Urban County for use of CDBG funds, allowing for automatic renewal of the existing Cooperation Agreement for fiscal years 2024, 2025, and 2026, and relinquish the ability to apply for funding through the State of Florida's Small Cities CDBG program.

withdraw from the Pinellas County Urban County, allowing the existing Cooperation Agreement to expire, and retain the ability to apply to the State of Florida Small Cities program for CDBG funds for fiscal years 2024, 2025, and 2026.

Signature:  _____

Date: 3/22/23

Printed Name: Robert J Howell

Title: MAYOR

Project Report #19

Prepared for: Town Council

Date: March 6, 2023

Work weeks: February 20th – March 5th



Consultant Hours and Tasks

The sections below contain the worklog of the various activities performed by the Consultants assigned to the Task Orders included in the Agreement executed on **June 13, 2022**.

Exhibit C: Interim Town Manager (20 hours/week)

Exhibit D: Accounting and Code Enforcement Solutions (80 hours). **Complete**

Exhibit E: Revenue Analysis and Professional Services Solution Identification (240 hours). **Complete**

Exhibit F: Annual Budget Preparation and Compliance (300 hours total). **Complete**

Exhibit G: Interim Town Clerk (10-20 hours/week)

Additional Task Orders were approved on **September 14, 2022**

Exhibit H: GRANT RESEARCH, WRITING & SUBMISSION (200 hours)

Exhibit I: IMPLEMENTATION OF NEW TECHNOLOGY SOLUTIONS (200 hours)

Exhibit J: BUSINESS TAX RECEIPTS (180 hours)

Additional Task Orders were approved on **October 12, 2022**

Exhibit K: EMERGENCY – HURRICANE IAN (FEMA Reimbursed Activities)

Exhibit L: RECORDS AND DOCUMENT MANAGEMENT (400 hours)

Exhibit M: SPECIAL ASSESSMENT ANALYSIS AND EXECUTION (480 hours)

Additional Task Order was approved on **November 16, 2022**

Exhibit N: PUBLIC WORKS DEPARTMENT SERVICES (40 hours/week)

Task Order Amendments approved on **February 8, 2023**

Deduct 50 hours from Task Order J: Business Tax Receipts (now 130 hours)

Deduct 100 hours from Task Order L: Records & Documents Management (now 300 hours)

Add 150 hours to Task Order I: Implementation of New Technology Solutions (now 350 hours)

The worklogs below will serve as a full account of the activities on an hourly basis of the resources assigned to Kenneth City. The “work product” in the form of briefings, updates, Agreements, etc. will be included at the end of this report when possible or could be provided in a different form, including during an upcoming Council Meeting as part of the published agenda packet

Interim Town Manager

The following represents the tasks performed that are part of the **Task Order Exhibit C - Interim Town Manager**. The rate for this activity is \$125/hour and the expected work is 20 hours/week. The Town will be billed for actual work time with no minimum or maximum billing.

Date	Consultant	Unbilled Hours	Hours	Task
02/20/2023	Lisa Hendrickson		1.00	Town hall hours, voice mail messages retrieval. Onboarding call with new Deputy City Clerk / Assistant Town Manager.
02/20/2023	Rob Duncan		3.00	On-boarding call with Lacy, updates to Mayor and Council-members, phone call with Keith regarding BR issue and conditional job offer for custodian, correspondence with team including Chief Vieno, Jocilyn, Lisa and Al.
02/21/2023	Rob Duncan		3.00	Debrief with Lisa (last day), bank to add Lacy as signature authority. Debrief with Lacy (first day)
02/21/2023	Rob Duncan		0.50	Meeting with Al and JP
02/21/2023	Lisa Hendrickson		6.50	Town hall hours, voice mail messages retrieval and distribution, as well as returned calls. Worked with new Asst. Town Mgr./Deputy Clerk training and providing overview. Meeting with PD.
02/21/2023	Rob Duncan		3.00	Email, Aclarian Check Request Approval / PO Approvals, on-boarding Lacy Lafave in Town Hall, meeting with Al Braithwaite in Town Hall, review upcoming tentative agenda with team
02/22/2023	Alan S. Braithwaite		1.00	Securing an Auditor for Town fy22 Audit
02/22/2023	Rob Duncan		2.00	Calls with Chief, Megan and Al. Lacy onboarding. draft org chart. email and aclarian approvals.
02/23/2023	Rob Duncan		2.00	Email, agreement contact information form for DEP Grant (Vulnerability Assessment \$75k). Approve POs and invoice payments in Aclarian. Schedule Leadership Team Meeting with all department heads (including outsources) for March 1.
02/23/2023	Rob Duncan	4.00		Calls with Al, Jocilyn and Lacy regarding agenda items and transition items
02/23/2023	Rob Duncan		2.50	IT Contract meeting with Network People, publish Laserfiche portal on Town website, discuss community yard sale dates and publish on Town website. Calls with Lacy, Keith and Al
02/24/2023	Rob Duncan	1.00		Weekly debrief with Chief Vieno
02/24/2023	Rob Duncan	1.50		Debrief with Lacy after first week.
02/24/2023	Rob Duncan		1.00	Meeting with Lacy to discuss activities and needs
02/25/2023	Rob Duncan	0.50		Update call from Chief
02/27/2023	Alan S. Braithwaite		2.00	Securing an Auditor for Town fy22 Audit
02/27/2023	Rob Duncan	1.00		Lacy debrief on observations
02/27/2023	Rob Duncan		2.50	Work with Michelle - provide W-9 and Budget PDF - submission for Grant to address Community Hall Parking while designating it as Trailhead parking.

				Conversation with Chief and Lacy, EOR Contract Draft - sent to Justin
02/27/2023	Rob Duncan		1.50	Meeting with Engineer and Keith regarding 47th Ave Parking/Grant
02/27/2023	Rob Duncan		1.00	Draft Purchase Agreement for previously approved Storm water Contract. Correspondence with outgoing IT Provider (BCR) and incoming IT provider (Network People) to drive a transition effective March 1, 2023.
02/27/2023	Rob Duncan		0.50	Safebuilt Meeting, introduce Lacy to Safebuilt
02/27/2023	Rob Duncan		1.00	Draft Purchase Agreement for previously approved Storm water Contract. Correspondence with outgoing IT Provider (BCR) and incoming IT provider (Network People) to drive a transition effective March 1, 2023.
02/27/2023	Rob Duncan		3.00	Print grant application for trails program for mayor to sign, scan with mayor signature and email to Michelle. Call with GSG regarding contracts to be presented at Council Meeting, email base contract. Meeting with Town Attorney (multiple Topics relevant to upcoming agenda). Laserfiche training with Keith and Lacy. Draft task order for audit/budget support.
02/27/2023	Rob Duncan	0.50		Phone conversation with Council-member Noble
02/28/2023	Alan S. Braithwaite		1.00	Securing an Auditor for Town fy22 Audit
02/28/2023	Rob Duncan		1.00	Contract review and negotiations with Network People for IT Managed Services, incorporating information from onsite reviews and discussions.
02/28/2023	Rob Duncan		0.75	Background Check with Sheriff's Office
02/28/2023	Rob Duncan		1.25	Hiring discussions with Lacy and applicant for Senior Admin Position, debriefing with Lacy and Keith
02/28/2023	Rob Duncan		3.50	Network People discussion, review all assets, phone debrief with BCR to get essential transition items, server access and loading up of diagnostic tools, PD site visit and review of assets, required paperwork for PD access, back to Town Hall to begin loading diagnostic software on Town Hall PCs.
02/28/2023	Rob Duncan		0.50	Email inbox, Lacy discussion
03/01/2023	Alan S. Braithwaite		1.00	Securing an Auditor for Town fy22 Audit
03/01/2023	Alan S. Braithwaite	1.00		Attended Executive Team Zoom Call
03/02/2023	Rob Duncan		0.50	Interview Candidate for Senior Administrative Assistant, negotiate terms of offer letter and start date
03/02/2023	Rob Duncan		2.50	Offer Letter for PT Custodian, Review SAFEbuilt Monthly Report, contact for updates and review income/expenses associated with Building Department
03/02/2023	Rob Duncan		2.50	Auditor Selection Agenda Memo, Conditional Offer Letter for Part Time Custodian, Resolution Research (locate in Town Hall), meeting with Lacy, meeting with Keith. Call with Al, call with Lacy/Justin
03/02/2023	Rob Duncan	1.00		Call with Council-member Noble
03/03/2023	Rob Duncan		2.00	Review Lacy Report, Agenda Discussion, email and texts with Jocilyn. Compile 150 pages into single document for Landscape Services Agenda Item, Aclarian approvals and email inbox cleanup.

03/03/2023	Rob Duncan		3.00	Agenda Item Preparation - Landscape Services, Town Manager Report (including review, edit, modify of departmental reports)
03/03/2023	Rob Duncan	1.00		Project Report 18 – Verification
Totals		14.00	56.50	

Invoice Details:

Billed Time: February 20th – March 5th – 56.50 Hour(s) @ \$125/hour = **\$7,062.50**

Unbilled Time: February 20th – March 5th – 14.00 Hour(s) @ \$125/hour = **\$1,750.00**

Additional Notes:

Estimate: 20 hours / week which would have been \$5,000 for the 2 weeks.

Average: 24.10 hours week

Interim Town Clerk

The following represents the tasks performed that are part of the **Task Order Exhibit G - Interim Town Clerk**. The rate for this activity is \$90/hour and the expected work is 10-20 hours per week. The Town will be billed for actual work time with no minimum or maximum billing.

Date	Consultant	Hours	Task
02/20/2023	Jocilyn Martinez	1.00	Perform lien/permit search, Pay United invoice, Communication with staff regarding bill payment
02/21/2023	Jocilyn Martinez	1.00	Communication with Pinellas County Property Appraiser's Office regarding the Town's intent to collect non-ad valorem assessments
02/22/2023	Jocilyn Martinez	3.50	Prepare paperwork for Resolution 2023-01 to be sent via US Mail, Communication with Interim Town Manager and Deputy Town Clerk regarding onboarding procedures, Communication with Interim Town Manager regarding yard sale permits, Communication with resident regarding application to P & Z ooard
02/23/2023	Jocilyn Martinez	3.50	Completion of minutes from 2.8.23 Council Meeting, Send Resolution 2023-01 to Property Appraiser, Tax Collector, and DOR, Prepare Public Notice for Strategic Planning Bid Evaluation, Communication with PRM regarding medical loss ratio, Send applications for Town Boards to Town Manager, Communication with Deputy Clerk regarding email accounts, Communication with PAO regarding assessment agreements, Communication with Interim Town Manager regarding Deputy Clerk position, Provide insurance policy for DEP grant
02/24/2023	Jocilyn Martinez	2.00	Communication with FRS regarding employee benefits, Communication w/ CBIZ regarding employee overpayment, Communication with CBIZ regarding onboarding on Deputy Clerk. Meeting with PRM to discuss medical loss ratio for health insurance, Communication with Sgt Tucker regarding missing paycheck for employee, Communication with staff regarding information necessary for DEP grant
02/24/2023	Jocilyn Martinez	1.00	Onboard new Deputy Town Clerk into CBIZ payroll system
02/27/2023	Jocilyn Martinez	3.00	Process payroll for 3.2.23, Complete direct deposit form, Communication with CBIZ regarding lost check and onboarding Deputy Clerk, Respond to records requests, Post PD flyer on FB
02/28/2023	Jocilyn Martinez	1.00	Communication with CBIZ to reissue lost paycheck, Communicate with PD employee regarding public service loan program, Respond to public records requests for building permits

03/01/2023	Jocilyn Martinez	1.00	Communication with Interim Town Manager regarding agenda items for 3.8.23 meeting, Communication with Finance regarding payment of invoices
03/02/2023	Jocilyn Martinez	3.00	Communication with Finance regarding bill payment, Communication with Town Hall staff regarding employee check to be deposited, Communication with Interim Town Manager regarding agenda items for 3.8.23 meeting, Communication regarding legal description of Town, Respond to public records request for building department data, Communication with CBIZ regarding employee overpayment, Communication with staff regarding FB posts, Communication with Interim Town Manager regarding annual insurance application renewal, Communication with qualified candidates regarding Treasury Reports for 3.14.23 election, Communication with PW regarding WastePro contract, Communication with resident regarding failing seawall on Lake Charles
03/02/2023	Jocilyn Martinez	7.00	Compilation and Dissemination of 3.8.23 Town Council Agenda, Communication with CBIZ, Respond to public records requests for building permits, lien requests, and code enforcement inquiries, Review campaign Treasurer Reports
Total		27.00	

Invoice Details:

Billed Time February 20th – March 5th – 27.00 hour(s) @ \$90/hour(s) = **\$2,430.00**

Additional Notes:

Estimate: 10-20 hours / week which would have been \$1,800 – \$3,600 for the 2 weeks.

Average: 11.99 hours / week

Grant Research, Writing & Submission

The following represents the tasks performed that are part of the **Task Order Exhibit H** - Grant Research, Writing & Submission. The rate for this activity is \$125/hour and the work is not to exceed 200 hours. The Town will be billed for actual work time.

Date	Consultant	Hours	Task
02/20/2023	Michelle Lee Berger	1.00	RTP Grant Application
02/22/2023	Michelle Lee Berger	1.50	RTP Grant Application
02/26/2023	Michelle Lee Berger	4.00	RTP Grant Application
02/27/2023	Michelle Lee Berger	1.00	RTP Grant Application
02/28/2023	Michelle Lee Berger	2.50	RTP Grant Application
Total		10.00	

Invoice Details:

Billed Time: February 20th – March 5th – 10.00 Hour(s) @ \$125/hour = **\$1,250.00**

Additional Notes:

Estimate: 200 hours for the project – 142.25 hours remaining

Implementation of New Technology Solutions

The following represents the tasks performed that are part of the **Task Order Exhibit I - Implementation of New Technology Solutions**. The rate for this activity is \$125/hour and the work is not to exceed 200 hours. The Town will be billed for actual work time.

Date	Consultant	Unbilled Hours	Hours	Task
02/20/2023	Alan S. Braithwaite		1.50	Aclarian Budget Module review and training
02/24/2023	Alan S. Braithwaite		1.00	Aclarian Budget Module review and training
Total			2.50	

Invoice Details:

Unbilled Time: February 20th – March 5th – 2.5 Hour(s) @ \$125/hour = **\$312.50**

Additional Notes:

Estimate: 350 hours for the project – (125.25) hours remaining

Emergency – Hurricane Ian

The following represents the tasks performed that are part of the **Task Order Exhibit K – Emergency – Hurricane Ian**. The rate for this activity is based on the staff executing the work. The Town will be billed for actual work time.

Date	Consultant	Hours	Task
02/21/2023	Alan S. Braithwaite	1.50	Meeting with FEMA Representative to complete Reimbursement Application
02/21/2023	Rob Duncan	1.50	FEMA Meeting with Millie, Keith and Al
Totals		3.00	

Invoice Details:

Billed Time: February 20th – March 5th – 3.00 Hour(s) @ \$125/hour = **\$375.00**

0.00 Hour(s) @ \$50/hour = **\$0**

Additional Notes:

The ongoing work is related to reimbursement activities with FEMA to recover all funds spent related to this Emergency Event. All Costs associated with this task order are reimbursable through FEMA, along with the costs associated with the preparation and cleanup of this event.

Records and Document Management

The following represents the tasks performed that are part of the **Task Order Exhibit L - Records and Document Management**. The rate for this activity is \$125/hour and the work is not to exceed 400 hours. The Town will be billed for actual work time.

Date	Consultant	Hours	Task
02/20/2023	Lisa Hendrickson	4.00	Reviewed addresses for building file public records requests waiting on laserfiche scanning. Ongoing file preparation and scanning. All barcodes have been requested.
Total		4.00	

Invoice Details:

Billed Time: February 20th – March 5th – 4.00 Hour(s) @ \$125/hour = **\$500.00**

Additional Notes:

Estimate: 300 hours for the project – 204.75 hours remaining

Special Assessment Analysis and Execution

The following represents the tasks performed that are part of the **Task Order Exhibit M** – Special Assessment Analysis and Execution. The rate for this activity is \$125/hour and the work is not to exceed 480 hours. The Town will be billed for actual work time.

Date	Consultant	Hours	Task
03/02/2023	Rob Duncan	1.00	Agenda Item - Storm-water Fee, Contract and Backup
03/02/2023	Rob Duncan	0.50	Agenda Item - Fire Assessment Fee, Contract and Backup
TOTALS		1.50	

Invoice Details:

Billed Time: February 20th – March 5th – 1.50 Hour(s) @ \$125/hour = **\$187.50**

Additional Notes:

Estimate: 480 hours for the project – 458.50 hours remaining

Public Works Department Services

The following represents the tasks performed that are part of the **Task Order Exhibit N** – Public Works Department Services. The rate for this activity is \$50/hour and the work is not to exceed 40 hours per week. The Town will be billed for actual work time.

Date	Consultant	Hours	Task
02/20/2023	Ebony Platania-Slattery	1.00	PW Contingent Job Offer & Job Description
02/20/2023	Keith Bodeker	3.00	storm system inspections
02/20/2023	Keith Bodeker	0.50	phone calls with Town Manager
02/20/2023	Keith Bodeker	0.50	phone calls with Ebony to revise job description and offer letter for part time janitor position
02/20/2023	Lisa Hendrickson	4.00	Reviewed addresses for building file public records requests waiting on laserfiche scanning. Ongoing file preparation and scanning. All barcodes have been requested.
02/20/2023	Keith Bodeker	1.50	supply run for motor oil for PD vehicles; drop off PD tire for repair
02/20/2023	Keith Bodeker	0.50	clean PD restrooms, empty trash cans and restock supply closet
02/21/2023	Keith Bodeker	1.00	searched through box of old plans on PW Building office for info on Community Hall renovations that show sanitary sewer line
02/21/2023	Keith Bodeker	1.00	met with Supervisor of Elections representative to check on voting machine connectivity before upcoming election
02/21/2023	Keith Bodeker	0.50	phone calls with Town Manager
02/21/2023	Keith Bodeker	1.00	meeting with FEMA on Hurricane Ian reimbursement
02/21/2023	Keith Bodeker	1.00	respond to resident on 52nd Ave who contacted me regarding damage done to his property by Pinellas County Utilities who were doing work in his yard; contacted Pinellas County Utilities that they need to come out and restore the area properly
02/21/2023	Keith Bodeker	1.00	helped repair broken gate to tennis court
02/22/2023	Keith Bodeker	2.00	remove both tires from riding mower and take them to get replaced at service shop
02/22/2023	Keith Bodeker	0.50	search old PW supervisor file for broken exercise equipment replacement parts info
02/22/2023	Keith Bodeker	1.50	load old riding mower on trailer and drop off to repair shop to get a tune up and other broken parts serviced
02/22/2023	Keith Bodeker	0.50	phone call with Justin from Advanced Engineering regarding Ernst Park LID parking
02/22/2023	Keith Bodeker	0.50	pick up old mattress that was discarded along 46th Ave
02/22/2023	Keith Bodeker	0.50	pick up broken pieces of exercise equipment on another machine in the exercise area and place caution tape around it to safely identify it
02/23/2023	Keith Bodeker	0.50	clean Town Hall restrooms and take out trash
02/23/2023	Keith Bodeker	1.00	talk with Lacey on multiple town matters
02/23/2023	Keith Bodeker	2.00	clockify hours update for the last two weeks
02/23/2023	Keith Bodeker	0.50	phone calls with Town Manager
02/23/2023	Keith Bodeker	0.50	take PD tire to repair shop for replacement

02/23/2023	Keith Bodeker	1.50	blow off leaves from Ernst Park playground; pick up litter in that area; clean off spilt/dried fluids from the picnic table in the playground area
02/24/2023	Keith Bodeker	1.00	several phone calls with Paramount Power to schedule generator service call; request a copy of current service agreement; copies of last service repair calls; along with options available to the Town to possibly amend current agreement to add on portable light tower for servicing
02/24/2023	Keith Bodeker	2.00	Stihl Equipment new products and maintenance tips demonstration at Royal Edger facility
02/24/2023	Keith Bodeker	3.00	clean out vegetative debris and sediment (approximately 1/2 cubic yard) from the curb-line in front of seven homes along 48th Ave
02/24/2023	Keith Bodeker	0.50	pick up PD tire from repair shop
02/24/2023	Keith Bodeker	0.50	multiple phone calls with LED sign service tech to coordinate training date/time for next week
02/27/2023	Keith Bodeker	0.50	phone conversation with the Town Manager
02/27/2023	Keith Bodeker	0.50	text and talk with candidate for the part time janitor position
02/27/2023	Keith Bodeker	1.50	Ernst Park LID parking meeting with engineer and Town Manager
02/27/2023	Keith Bodeker	1.00	laser fiche training with consultant
02/27/2023	Keith Bodeker	1.00	LED sign meeting with service tech; reset connection with the sign on 54th Ave but was unable to download software on to another machine since the old computer is not functioning
02/27/2023	Keith Bodeker	0.50	take out trash, clean PD restrooms and restock supply closet
02/28/2023	Keith Bodeker	2.00	inspect 60th street box culvert and clean out debris from grate openings
02/28/2023	Keith Bodeker	1.00	Waste Pro issues with residents and collections not being done; billing and commercial properties in town not using Waste Pro as per ordinance
02/28/2023	Keith Bodeker	2.00	meeting with FEMA representative on Hurricane Ian reimbursement
02/28/2023	Keith Bodeker	0.50	follow up with Pinellas County Utilities on exposed water main in the 55th St ditch and other repair areas
02/28/2023	Keith Bodeker	0.50	follow up with Pinellas County of 58th St and 52nd Ave drainage issues
03/01/2023	Keith Bodeker	1.00	follow up phone call with Waste Pro rep and Lacey regarding a resident concern and we requested a copy of the current contract with the Town
03/01/2023	Keith Bodeker	0.50	follow up phone call with contractor for 46th Ave pipe replacement project and status of getting signed contract back so work can be scheduled
03/01/2023	Keith Bodeker	4.50	generator service call to look at all three buildings generators and transfer switches
03/02/2023	Keith Bodeker	0.50	help Jimmy repair a broken fence gate in Ernst Park
03/02/2023	Keith Bodeker	0.50	communicate with Town Clerk on a payroll matter
03/02/2023	Keith Bodeker	4.00	work on getting a push mower to start so the 60th St ditch could be cut, cut part of the ditch before mower stopped working; used weed trimmer to cut a portion of the ditch near the bottom of the ditch and along the steep slope

03/03/2023	Keith Bodeker	0.50	phone conversation with resident on 48th Ave regarding her concern for the condition of the asphalt in front of her property along the curb line
03/03/2023	Keith Bodeker	0.50	texts and calls with part time janitor candidate to help get him his background check paperwork
03/03/2023	Keith Bodeker	0.50	clean town hall trash and restock restrooms
03/03/2023	Keith Bodeker	0.50	phone call with Town Manager
03/03/2023	Keith Bodeker	1.00	completed Town Manager report for DPW
Totals		56.00	

Invoice Details:

Billed Time: February 20th – March 5th – 56.00 Hour(s) @ \$50/hour = **\$2,800.00**

Additional Notes:

Estimate: 40 hours per week.

Average: 38.00 hours per week.

Invoice



INVOICE

Imagine That Performance
 18133 Portside Street
 Tampa, Florida 33647
 United States

imaginethatperformance.com

Bill to
Town of Kenneth City
 Robert Howell
 6000 54th Avenue North
 Kenneth City, Florida 33709
 United States
 727-498-8948
 howellr@kennethcityfl.org

Invoice Number: 1352
Invoice Date: April 4, 2023
Payment Due: April 19, 2023
Amount Due (USD): \$14,917.50

Items	Quantity	Price	Amount
Interim Town Manager Detailed tasks provided on Project Report	56.5	\$125.00	\$7,062.50
Interim Town Clerk Detailed tasks provided on Project Report	27	\$90.00	\$2,430.00
Grant Research, Writing & Submission Detailed tasks provided on Project Report	10	\$125.00	\$1,250.00
Implementation of New Technology Solutions Detailed tasks provided on Project Report	2.5	\$125.00	\$312.50
Business Tax Receipts Detailed tasks provided on Project Report	0	\$125.00	\$0.00
Emergency Task Order – Hurricane Ian Emergency Management Tasks per Project Report Hurricane Ian	3	\$125.00	\$375.00
Emergency Task Order – Hurricane Ian Emergency Management Tasks per Project Report Hurricane Ian	0	\$50.00	\$0.00
Records / Document Management Detailed tasks provided on Project Report	4	\$125.00	\$500.00
Special Assessment Analysis and Execution Detailed tasks provided on Project Report	1.5	\$125.00	\$187.50
Public Works Department Services Detailed tasks provided on Project Report	56	\$50.00	\$2,800.00

Total: \$14,917.50
Amount Due (USD): \$14,917.50

Notes / Terms
 February 20th – March 5th

Tracking Consultant Hours vs. Estimates

The table below is a summary of the hours logged so far, compared to the total amount in the Agreement executed:

Report	Invoice #	Invoice \$	Dates	Interim Town Manager	Accounting and Code Enforcement	Revenue Analysis and Professional Services	Annual Budget Preparation and Compliance	Interim Town Clerk	Grant Research, Writing & Submission	Implementation of New Technology Solutions	Business Tax Receipts	Emergency Services - Jan	Records/Document Management	Special Assessment Analysis and Execution	Public Works	
1	1252	\$ 15,703.75	6/13-6/26	38.00	23.00	48.00	9.25	10.25								
2	1259	\$ 18,752.50	6/27-7/10	42.50	18.50	63.00	3.50	28.50								
3	1267	\$ 22,120.00	7/11-7/24	39.00	18.00	52.00	41.50	36.75								
4	1272	\$ 20,827.50	7/25-8/7	48.50	12.00	39.50	51.50	21.00								
5	1278	\$ 19,030.00	8/8-8/21	68.25	6.00	22.25	43.50	19.25								
6	1285	\$ 14,436.25	8/22-9/4	40.00	0.00	7.00	56.25	16.00								
7	1287	\$ 15,361.25	9/5-9/18	48.50	0.00	5.50	60.25	12.00								
8	1291	\$ 9,050.00	9/19-10/2	30.50	1.25	4.00	13.50	20.00	0.00	0.00	8.75	98.25	0.00	0.00		
9	1328	\$ 18,952.50	10/3-10/16	56.00	1.25	6.50	18.00	21.00	5.75	18.50	20.75	5.50	3.75	0.50		
10	1329	\$ 17,826.25	10/17-10/30	49.00	0.00	5.00	8.00	13.00	0.00	43.00	10.50	6.00	8.75	3.00		
11	1330	\$ 21,858.75	10/31-11/13	60.25	0.00	0.00	12.00	18.50	2.25	31.25	10.25	0.00	1.00	3.75	102.00	
12	1333	\$ 12,806.25	11/14-11/27	35.50	0.00	0.00	0.00	15.00	0.00	20.00	1.50	0.00	4.25	0.00	76.00	
13	1334	\$ 17,561.25	11/28-12/11	37.50	0.00	0.00	0.00	19.50	10.25	33.50	6.00	0.00	6.00	3.50	74.25	
14	1341	\$ 19,582.50	12/12-12/25	43.25	0.00	0.00	0.00	46.75	1.50	40.25	2.00	0.00	3.50	1.50	77.50	
15	1343	\$ 17,706.25	12/26-1/8	52.00	0.00	0.00	0.00	33.75	6.50	9.25	2.00	0.25	6.50	5.50	69.00	
16	1346	\$ 19,487.50	1/9-1/22	52.00	0.00	0.00	0.00	37.75	13.00	7.00	4.50	0.25	19.00	1.25	79.50	
17	1347	\$ 18,930.00	1/23-2/5	66.75	0.00	0.00	0.00	33.50	2.00	10.00	1.00	3.50	11.25	1.00	77.50	
18	1349	\$ 18,596.25	2/6-2/19	51.75	0.00	0.00	0.00	26.00	6.50	9.50	5.00	2.50	27.25	0.00	72.25	
19	1352	\$ 14,917.50	2/20-3/5	56.50	0.00	0.00	0.00	27.00	10.00	2.50	0.00	3.00	4.00	1.50	56.00	
Total		\$ 333,506.25		915.75	80.00	252.75	317.25	455.50	57.75	224.75	72.25	119.25	95.25	21.50	684.00	
Agreement Values			Estimate	20/week	80	240	300	10-20/week	200	350	130		300	480	40/week	
			Remaining	0.00				-12.75		-17.25		142.25	125.25	57.75	204.75	458.50
			Average	24.10				11.99								38.00

Project Report #20

Prepared for: Town Council

Date: March 20, 2023

Work weeks: March 6th – March 12th & March 13th – March 19th



Consultant Hours and Tasks

The sections below contain the worklog of the various activities performed by the Consultants assigned to the Task Orders included in the Agreement executed on **June 13, 2022**.

Exhibit C: Interim Town Manager (20 hours/week)

Exhibit D: Accounting and Code Enforcement Solutions (80 hours). **Complete**

Exhibit E: Revenue Analysis and Professional Services Solution Identification (240 hours). **Complete**

Exhibit F: Annual Budget Preparation and Compliance (300 hours total). **Complete**

Exhibit G: Interim Town Clerk (10-20 hours/week)

Additional Task Orders were approved on **September 14, 2022**

Exhibit H: GRANT RESEARCH, WRITING & SUBMISSION (200 hours)

Exhibit I: IMPLEMENTATION OF NEW TECHNOLOGY SOLUTIONS (200 hours)

Exhibit J: BUSINESS TAX RECEIPTS (180 hours)

Additional Task Orders were approved on **October 12, 2022**

Exhibit K: EMERGENCY – HURRICANE IAN (FEMA Reimbursed Activities)

Exhibit L: RECORDS AND DOCUMENT MANAGEMENT (400 hours)

Exhibit M: SPECIAL ASSESSMENT ANALYSIS AND EXECUTION (480 hours)

Additional Task Order was approved on **November 16, 2022**

Exhibit N: PUBLIC WORKS DEPARTMENT SERVICES (40 hours/week)

Task Order Amendments approved on **February 8, 2023**

Deduct 50 hours from Task Order J: Business Tax Receipts (now 130 hours)

Deduct 100 hours from Task Order L: Records & Documents Management (now 300 hours)

Add 150 hours to Task Order I: Implementation of New Technology Solutions (now 350 hours)

The worklogs below will serve as a full account of the activities on an hourly basis of the resources assigned to Kenneth City. The “work product” in the form of briefings, updates, Agreements, etc. will be included at the end of this report when possible or could be provided in a different form, including during an upcoming Council Meeting as part of the published agenda packet

Interim Town Manager

The following represents the tasks performed that are part of the **Task Order Exhibit C** - Interim Town Manager. The rate for this activity is \$125/hour and the expected work is 20 hours/week. The Town will be billed for actual work time with no minimum or maximum billing.

Date	Consultant	Unbilled Hours	Hours	Task
03/06/2023	Rob Duncan	2.00		Calls with Chief, Lacy and Sarah plus scheduled 1-to-1's with Councilmembers.
03/07/2023	Rob Duncan		6.00	Onsite 1-to-1s with Councilmembers Noble and Zemaitis with Lacy participating in each, discuss PW plan with Keith, discuss daily tasks with Lacy, reach out to various potential providers to ensure attendance at Council Meeting.
03/08/2023	Rob Duncan		3.50	Discussions with Town Attorney and Town Clerk, Town Council Meeting Prep, Setup and Meeting
03/08/2023	Rob Duncan	0.50		Onsite - 1-to-1 with Barbara Roberts with introductions to Lacy.
03/08/2023	Rob Duncan		2.50	email exchange server down troubleshooting (Network People resolved), revised contract for Network People
03/08/2023	Rob Duncan	1.50		Onsite - 1-to-1 with Mayor Howell with introductions to Lacy.
03/10/2023	Rob Duncan		2.00	Calls with Mayor, Attorney, Clerk, Lacy, Keith, Network People, Aclarian
03/13/2023	Rob Duncan		0.50	1-to-1 with Keith
03/13/2023	Rob Duncan		1.50	Phone calls with Keith, Lacy, Aclarian (Mike) and Town Attorney
03/13/2023	Rob Duncan	1.00		Phone call with Town Clerk
03/13/2023	Rob Duncan	2.00		Calls with Town Clerk and Council Members regarding election
03/14/2023	Rob Duncan	1.50		Review needs and activity with Lacy. Update with Keith. Load more contracts into Aclarian
03/14/2023	Rob Duncan		1.50	Email, Aclarian approvals, new contracts into Contract Management portal, phone call with Fitz.
03/14/2023	Rob Duncan		0.50	Onsite - call with Mike - Aclarian - Contract Management Module, Task Management Module and Project/Grants to be turned on this week or already working. Will meet next week to test/verify components ready to be posted on website for increased transparency.
03/14/2023	Rob Duncan	1.50		Onsite - further phone setup/email not working. Make lists for Transparent KC, Transition items for next TM and Financial Impact Items
03/14/2023	Rob Duncan		1.50	Onsite - Community Hall for election, met Kathleen Litton (Lealman). Setup Town Manager iPhone, load key contacts, email inbox and setup recurring Executive Team Meeting

03/15/2023	Rob Duncan		0.25	Construction Contract discussion with Town Attorney and Engineer
03/15/2023	Rob Duncan	1.00		Update texts to council members and quick calls
03/15/2023	Rob Duncan		3.00	Onsite - Network People, phone email t/s, activity review & pass down with Keith, further refine PW job descriptions with Keith, meet with Lacey, email inbox and Aclarian approvals. Post notice from Supervisor of Elections on Website
03/19/2023	Rob Duncan	0.75		Phone call with JP / FEMA Reimbursement Activity and login/account access.
Total		11.75	22.75	

Invoice Details:

Billed Time: March 6th – March 19th – 22.75 Hour(s) @ \$125/hour = **\$2,843.75**

Unbilled Time: March 6th – March 19th – 11.75 Hour(s) @ \$125/hour = **\$1,468.75**

Additional Notes:

Estimate: 20 hours / week which would have been \$5,000 for the 2 weeks.

Average: 23.46 hours week

Interim Town Clerk

The following represents the tasks performed that are part of the **Task Order Exhibit G - Interim Town Clerk**. The rate for this activity is \$90/hour and the expected work is 10-20 hours per week. The Town will be billed for actual work time with no minimum or maximum billing.

Date	Consultant	Hours	Task
03/06/2023	Jocilyn Martinez	3.00	Serve as Interim Clerk at Town Council Meeting
03/06/2023	Jocilyn Martinez	2.00	Communication with PD regarding claims to PRM. Communication PD and CBIZ regarding annual leave accrual increase for COP, Communication with PW regarding splash pad, Prepare and submit monthly FRS Contribution Report and make payment through Department of Revenue
03/07/2023	Jocilyn Martinez	1.00	Communication with PW regarding employee benefits, Communication with Interim Town Manager
03/08/2023	Jocilyn Martinez	4.00	Town Council Meeting Prep and Meeting
03/09/2023	Jocilyn Martinez	4.00	Scan and process documents from 3.8.23 Council meeting, Respond to public records requests for lien searches, building permits, and code enforcement inquiries, Communication with Deputy Town Clerk regarding Acclarian invoice payments and Clerk training
03/10/2023	Jocilyn Martinez	4.00	Process annual accrual for COP, Communication with engineer regarding seawalls, Communication with Interim Town Manager, Communication with IPT staff regarding contract signature for Answer group, Process and review Campaign Treasury Reports, Process Legal ad with newspaper for Chapter 54 Ordinance, Train Deputy Clerk on processing payroll in CBIZ, Respond to public records requests
03/12/2023	Jocilyn Martinez	1.50	Prepare outline of Clerk's Office Responsibilities for Deputy Town Clerk
03/13/2023	Jocilyn Martinez	3.00	Pay FRS retirement invoices through Department of Revenue, Approve legal ad for second reading of Ordinance 2023-661, Communication regarding Anser group contracts, Communication with Councilmember regarding seawalls, Process payroll for 3.16.23 payroll, Respond to public records request for liens and permits, Onboard new Senior Administrative Assistant in CBIZ, Termination procedures performed for employee separating Town employment
03/14/2023	Jocilyn Martinez	2.50	Training of Deputy City Clerk, Communiation with CBIZ regarding log in issues, Repond to resident request for building permit, Communication with SOE and Interim Town Manager regarding election results
03/15/2023	Jocilyn Martinez	3.00	Communication with SOE, Interim Town Manager, and municipal candidates regarding election results, Communication and training with Deputy Town Clerk, Communication with candidates regarding election results, Communication with Interim Town Manager regarding election

03/16/2023	Jocilyn Martinez	4.50	Request from employee to provide pay stub from CBIZ, Provide pay stub for Public Works, Update Financial Disclosure List with Commission on Ethics, Process executed agreement with Tax Collector for collection of non-ad valorem assessments, Submitted 2023 General Liability Insurance, Establish health insurance access with PRM for Deputy City Clerk, Meeting with interim Town Manager and Deputy City Clerk for training
03/17/2023	Jocilyn Martinez	2.00	Communication with SOE and candidates regarding official elections results
03/19/2023	Ebony Platania-Slattery	2.25	Prepare Project Report 19 - (Add-on) dated 2/20/23 - Download data, update database, prepare report
03/19/2023	Ebony Platania-Slattery	2.25	Prepare Project Report 20 - Download data, update database, prepare report
Total		39	

Invoice Details:

Billed Time: March 6th – March 19th – 39.00 hour(s) @ \$90/hour(s) = **\$3,510.00**

Additional Notes:

Estimate: 10-20 hours / week which would have been \$1,800 – \$3,600 for the 2 weeks.

Average: 12.36 hours / week

Public Works Department Services

The following represents the tasks performed that are part of the **Task Order Exhibit N** – Public Works Department Services. The rate for this activity is \$50/hour and the work is not to exceed 40 hours per week. The Town will be billed for actual work time.

Date	Consultant	Hours	Task
03/17/2023	Keith Bodeker	0.50	talk with Lacy about new pickleball program and possible impacts to PW staff
03/17/2023	Keith Bodeker	2.50	clean out old debris and other items from PW Building mezzanine
03/17/2023	Keith Bodeker	1.50	field meeting with ABM to go over mowing contract specifics
03/17/2023	Keith Bodeker	2.50	Waste water and Storm water Partnership meeting with Pinellas County
03/16/2023	Keith Bodeker	0.50	communicate with Winston regarding his medical emergency
03/16/2023	Keith Bodeker	5.00	supply shopping at several stores
03/16/2023	Keith Bodeker	0.50	phone call with Justin from AED on town projects
03/16/2023	Keith Bodeker	1.50	meet with electrician on needed repairs on light generator and Ernst Park lights
03/15/2023	Keith Bodeker	1.00	phone calls with Town Clerk about posting notices for election results
03/15/2023	Keith Bodeker	1.00	met with Lacy and resident to discuss debris pile pick up
03/15/2023	Keith Bodeker	3.00	revise and update PW Supervisor and Asst PW Supervisor job descriptions and job responsibilities
03/15/2023	Keith Bodeker	1.00	more on-boarding work related to Winston into the system and his financial info for direct deposit
03/15/2023	Keith Bodeker	1.00	follow up meeting with Town Manager on Public Works items
03/14/2023	Keith Bodeker	2.50	work on editing and revising the new job descriptions for the Public Works Supervisor and Asst PW Supervisor
03/14/2023	Keith Bodeker	1.00	calls and emails with Greenfield Inc regarding finding replacement parts for broken exercise equipment at Ernst Park
03/14/2023	Keith Bodeker	1.00	Communications with FEMA rep regarding input of information into grant portal system
03/14/2023	Keith Bodeker	1.00	inspection of baffle box at 60th St and outfall at Joe's Creek
03/14/2023	Keith Bodeker	0.50	help PW staff remove large tree limb from roadway
03/13/2023	Keith Bodeker	1.00	meet with PW staff to discuss work goals and objectives for the week ahead
03/13/2023	Keith Bodeker	1.00	talk with Town manager
03/13/2023	Keith Bodeker	1.50	Communicate with Winston about his starting work today and staying to get him his access card to gain him access to Town buildings
03/13/2023	Keith Bodeker	1.00	discussion with Lacy about onboarding information needed for Winston
03/13/2023	Keith Bodeker	1.00	met with locksmith onsite to replace deadbolt latch to outside bathroom near splash pad
03/13/2023	Keith Bodeker	0.50	talk with Lacey on resident debris pick up matter
03/13/2023	Keith Bodeker	0.25	timesheet to Town Clerk for Jimmy Mullins

03/13/2023	Keith Bodeker	0.25	went to locksmith to schedule appointment to repair outside bathroom door lock
03/11/2023	Keith Bodeker	2.00	enter clockify hours for last two weeks
03/11/2023	Keith Bodeker	1.50	travel to town hall per Town Manger request to ensure charity carwash fundraiser had necessary supplies
03/11/2023	Keith Bodeker	0.50	text and call with Town Manager
03/08/2023	Keith Bodeker	0.50	take down tables and start setting up chairs for Council meeting
03/08/2023	Keith Bodeker	5.00	APWA West Coast Branch meeting
03/08/2023	Keith Bodeker	0.50	help repair damaged gate at playground to Ernst Park
03/07/2023	Keith Bodeker	1.00	phone call with Town Clerk about payroll and other town business
03/07/2023	Keith Bodeker	4.00	pressure wash upper parts of Town Hall front façade; landscape work around front of building as well
03/07/2023	Keith Bodeker	1.00	LED sign training; service tech was finally able to download software on to one computer with assistance of Network People
03/06/2023	Keith Bodeker	0.50	met with resident on 43rd Ave about roadway concern
03/06/2023	Keith Bodeker	0.50	communicate with the Town Clerk on a few resident concerns
03/06/2023	Keith Bodeker	0.50	phone call with Town Manager
03/06/2023	Keith Bodeker	0.50	restock PD supply closet and clean PD restrooms
03/06/2023	Keith Bodeker	3.00	patch 7 potholes on 59th Ave N
Total		55.00	

Invoice Details:

Billed Time: March 6th – March 19th - 55.00 Hour(s) @ \$50/hour = **\$2,750.00**

Additional Notes:

Estimate: 40 hours per week.

Average: 36.95 hours per week.

Invoice



INVOICE

Imagine That Performance
18133 Portside Street
Tampa, Florida 33647
United States

imaginethatperformance.com

Bill to
Town of Kenneth City

Robert Howell
6000 54th Avenue North
Kenneth City, Florida 33709
United States

727-498-8948
howellr@kennethcityfl.org

Invoice Number: 1353
Invoice Date: April 4, 2023
Payment Due: April 19, 2023
Amount Due (USD): **\$9,103.75**

Items	Quantity	Price	Amount
Interim Town Manager Detailed tasks provided on Project Report	22.75	\$125.00	\$2,843.75
Interim Town Clerk Detailed tasks provided on Project Report	39	\$90.00	\$3,510.00
Grant Research, Writing & Submission Detailed tasks provided on Project Report	0	\$125.00	\$0.00
Implementation of New Technology Solutions Detailed tasks provided on Project Report	0	\$125.00	\$0.00
Business Tax Receipts Detailed tasks provided on Project Report	0	\$125.00	\$0.00
Emergency Task Order – Hurricane Ian Emergency Management Tasks per Project Report Hurricane Ian	0	\$125.00	\$0.00
Emergency Task Order – Hurricane Ian Emergency Management Tasks per Project Report Hurricane Ian	0	\$50.00	\$0.00
Records / Document Management Detailed tasks provided on Project Report	0	\$125.00	\$0.00
Special Assessment Analysis and Execution Detailed tasks provided on Project Report	0	\$125.00	\$0.00
Public Works Department Services Detailed tasks provided on Project Report	55	\$50.00	\$2,750.00
Total:			\$9,103.75
Amount Due (USD):			\$9,103.75

Notes / Terms
February 20th – March 5th

Tracking Consultant Hours vs. Estimates

The table below is a summary of the hours logged so far, compared to the total amount in the Agreement executed:

Report	Invoice #	Invoice \$	Dates	Interim Town Manager	Accounting and Code Enforcement	Revenue Analysis and Professional Services	Annual Budget Preparation and Compliance	Interim Town Clerk	Grant Research, Writing & Submission	Implementation of New Technology Solutions	Business Tax Receipts	Emergency Services - Ian	Records/Document Management	Special Assessment Analysis and Execution	Public Works
1	1252	\$ 15,703.75	6/13-6/26	38.00	23.00	48.00	9.25	10.25							
2	1259	\$ 18,752.50	6/27-7/10	42.50	18.50	63.00	3.50	28.50							
3	1267	\$ 22,120.00	7/11-7/24	39.00	18.00	52.00	41.50	36.75							
4	1272	\$ 20,827.50	7/25-8/7	48.50	12.00	39.50	51.50	21.00							
5	1278	\$ 19,030.00	8/8-8/21	68.25	6.00	22.25	43.50	19.25							
6	1285	\$ 14,436.25	8/22-9/4	40.00	0.00	7.00	56.25	16.00							
7	1287	\$ 15,361.25	9/5-9/18	48.50	0.00	5.50	60.25	12.00							
8	1291	\$ 9,050.00	9/19-10/2	30.50	1.25	4.00	13.50	20.00	0.00	0.00	8.75	98.25	0.00	0.00	
9	1328	\$ 18,952.50	10/3-10/16	56.00	1.25	6.50	18.00	21.00	5.75	18.50	20.75	5.50	3.75	0.50	
10	1329	\$ 17,826.25	10/17-10/30	49.00	0.00	5.00	8.00	13.00	0.00	43.00	10.50	6.00	8.75	3.00	
11	1330	\$ 21,858.75	10/31-11/13	60.25	0.00	0.00	12.00	18.50	2.25	31.25	10.25	0.00	1.00	3.75	102.00
12	1333	\$ 12,806.25	11/14-11/27	35.50	0.00	0.00	0.00	15.00	0.00	20.00	1.50	0.00	4.25	0.00	76.00
13	1334	\$ 17,561.25	11/28-12/11	37.50	0.00	0.00	0.00	19.50	10.25	33.50	6.00	0.00	6.00	3.50	74.25
14	1341	\$ 19,582.50	12/12-12/25	43.25	0.00	0.00	0.00	46.75	1.50	40.25	2.00	0.00	3.50	1.50	77.50
15	1343	\$ 17,706.25	12/26-1/8	52.00	0.00	0.00	0.00	33.75	6.50	9.25	2.00	0.25	6.50	5.50	69.00
16	1346	\$ 19,487.50	1/9-1/22	52.00	0.00	0.00	0.00	37.75	13.00	7.00	4.50	0.25	19.00	1.25	79.50
17	1347	\$ 18,930.00	1/23-2/5	66.75	0.00	0.00	0.00	33.50	2.00	10.00	1.00	3.50	11.25	1.00	77.50
18	1349	\$ 18,596.25	2/6-2/19	51.75	0.00	0.00	0.00	26.00	6.50	9.50	5.00	2.50	27.25	0.00	72.25
19	1352	\$ 14,917.50	2/20-3/5	56.50	0.00	0.00	0.00	27.00	10.00	2.50	0.00	3.00	4.00	1.50	56.00
20	1353	\$ 9,103.75	3/6-3/19	22.75	0.00	0.00	0.00	39.00	0.00	0.00	0.00	0.00	0.00	0.00	55.00
Total		\$ 342,610.00		938.50	80.00	252.75	317.25	494.50	57.75	224.75	72.25	119.25	95.25	21.50	739.00
Agreement Values			Estimate	20/week	80	240	300	10-20/week	200	350	130		300	480	40/week
			Remaining		0.00	-12.75	-17.25		142.25	125.25	57.75		204.75	458.50	
			Average	23.46				12.36							36.95



04/2023 Project Updates

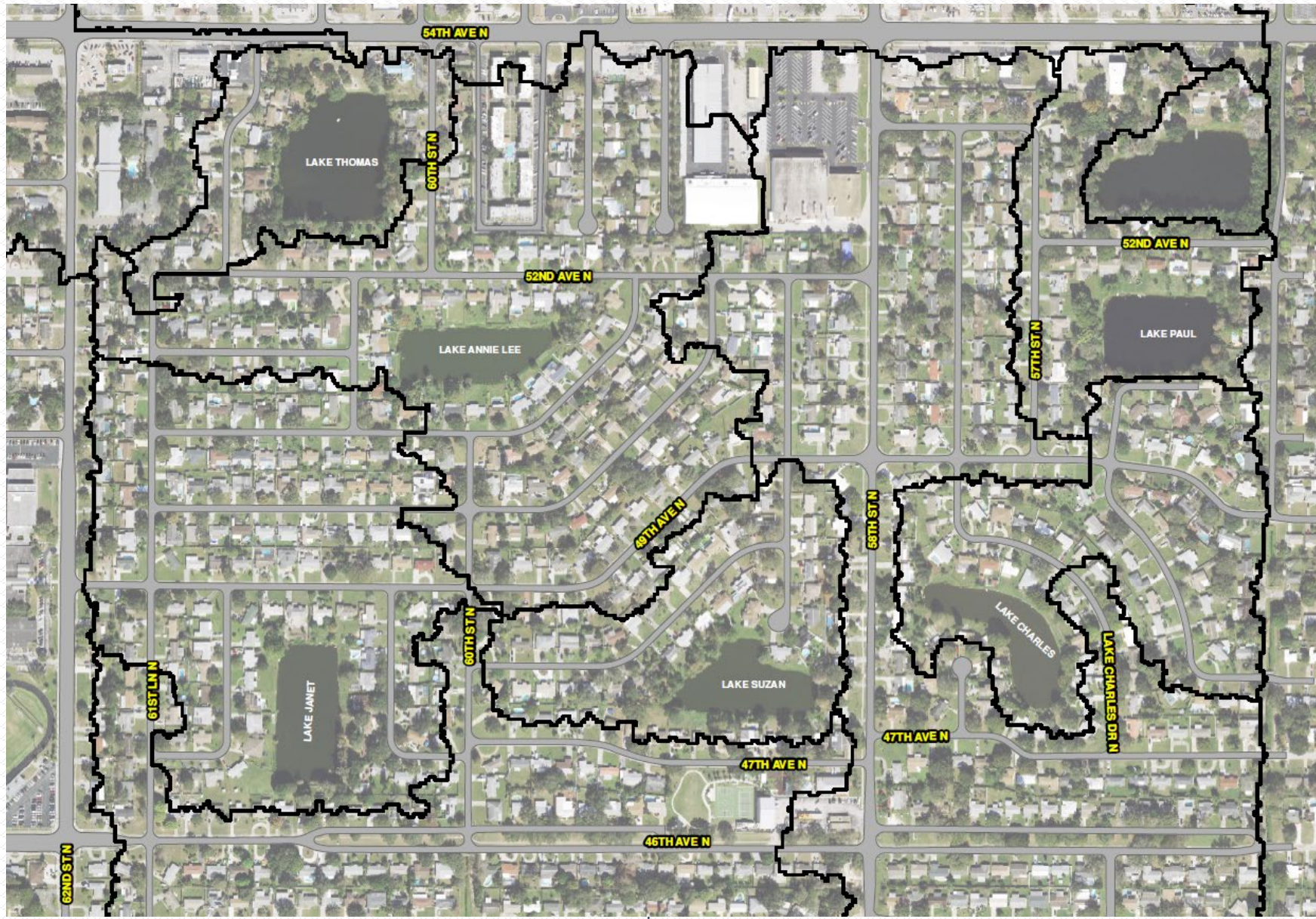
Town of Kenneth City
Advanced Engineering & Design, Inc.





Watershed Management Plan





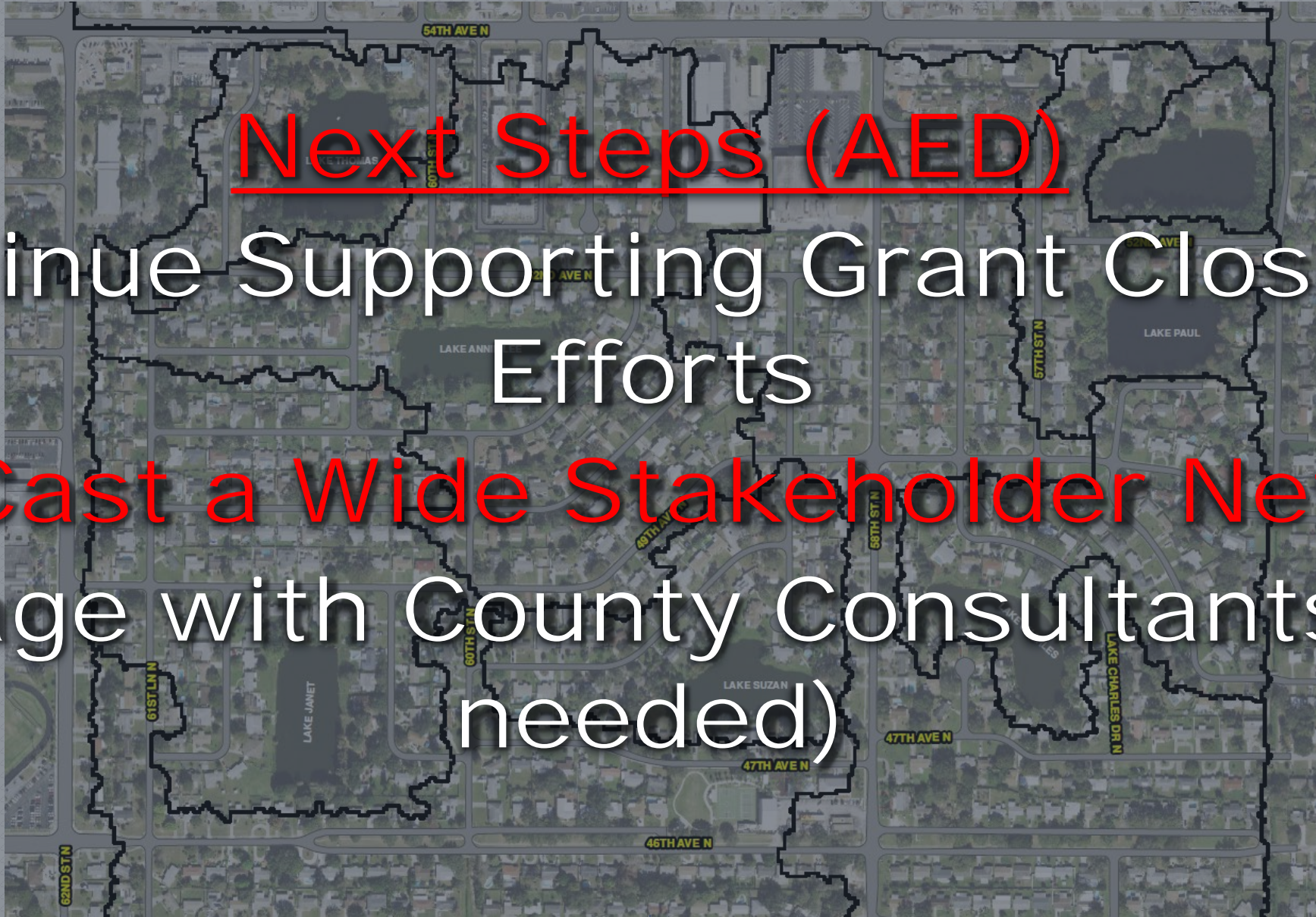


Next Steps (AED)

Continue Supporting Grant Closeout Efforts

Cast a Wide Stakeholder Net

Engage with County Consultants (as needed)





Next Steps (Town)

Assess Funding Capacity
(Construction)

Identify Supporting Improvements

Address Sources of Possible Risk
Exposure



National Pollutant Discharge Elimination System (NPDES)







Next Steps (AED)

Confirm Inspection Responsibilities

Audit Support (if desired)





Next Steps (Town)

Determine Inspection Entity (NPDES)

Identify Staff Representative





Ernst Park LID Parking Improvements







Next Steps (AED)

Compile Contract & Technical Documents

Assist with Bidding

Provide Construction Support





Next Steps (Town)

Assign Field Representative

Identify Emergency Contact

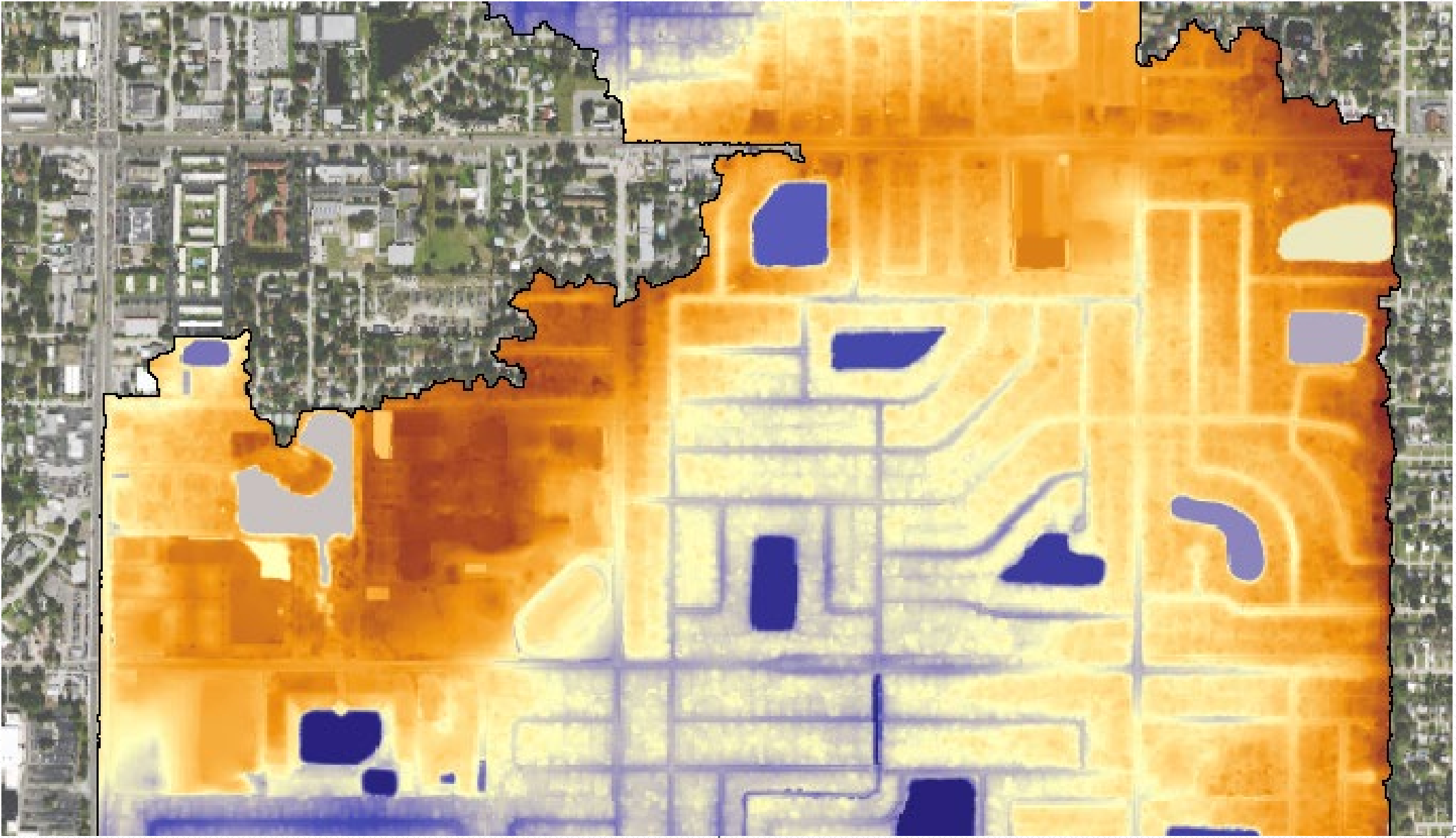
Determine Public
Messaging Strategy





Vulnerability Assessment







Next Steps (AED)

Modify grant Work Plan
(once received)

Prepare Scope of Services



Next Steps (Town)

Provide Administrative Documents

Supply Datasets
(when available)





THANK YOU

Agenda Memo

To: Kenneth City Town Council

From: Town Manager

Date: 4/12/2023



Subject: Appointment of Members to Planning and Zoning Board/Board of Adjustment

Summary:

At the last Town Council meeting, several board appointments were made, which filled the Planning and zoning Board. A few residents appointed to the Planning and Zoning Board also indicated willingness to serve on the Board of Adjustment.

We also had a previous Applicant that wasn't added at the last meeting for the Board of Adjustment.

A motion is needed to add these members to Board of Adjustment.

Board of Adjustment

Robert Arrison – appointed last meeting to Board of Adjustment

Michael Erickson – appointed last meeting to Planning and Zoning Board

Joann Garner – appointed last meeting to Planning and Zoning Board

Ellen Dalbo – Application Received

Proposed Recommendation:

Motion to appoint Michael Erickson, Joann Garner and Ellen Dalbo as members of the Board of Adjustment.

Agenda Memo

To: Kenneth City Town Council

From: Town Manager

Date: 4/6/2023



Subject: PRM Board Member Designation for Property & Casual Pool and Group Health Trust

Summary:

The Town is a member of Public Risk Management in the Property and Casualty Pool and Group Health Trust. As a member government, the Town must appoint members to serve as voting members on both boards. Currently, the Town does not have a member appointed on either of these boards. Councilmember Zemaitis is appointed as the Alternate Board Member for these two boards.

Proposed Recommendation:

Motion to appoint ***** as a member of the PRM Property and Casualty Pool and Group Health Trust Boards.

Agenda Memo

To: Kenneth City Town Council

From: Town Manager

Date: 4/12/2023



Subject: First Reading of Ordinance 2023-662 - Fire Assessment Fee Collection

Summary

The Town Council of the Town of Kenneth City has continued its momentum to alleviate the ad-valorem tax burden of funding fire services and stormwater fees. This memo specifically addresses the Ordinance needed for Fire Assessment Fee Collection.

ORDINANCE NO. 2023-662

AN ORDINANCE OF THE TOWN COUNCIL OF KENNETH CITY, FLORIDA, AMENDING CHAPTER 50 "TAXATION," OF THE TOWN'S CODE OF ORDINANCES, CREATING ARTICLE V, ESTABLISHING A FIRE SERVICES SPECIAL ASSESSMENT PROGRAM; AUTHORIZING THE IMPOSITION AND COLLECTION OF ASSESSMENTS AGAINST PROPERTY WITHIN THE GEOGRAPHIC BOUNDARIES OF THE TOWN OF KENNETH CITY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

Financial Impact:

Recommendation:

Approve Ordinance 2023-662

Proposed Motion(s):

Motion to approve Ordinance No. 2023-662 Establishing a Fire Services Special Assessment Program.

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ORDINANCE NO. 2023-662

AN ORDINANCE OF THE TOWN COUNCIL OF KENNETH CITY, FLORIDA, AMENDING CHAPTER 50 "TAXATION," OF THE TOWN'S CODE OF ORDINANCES, CREATING ARTICLE V, ESTABLISHING A FIRE SERVICES SPECIAL ASSESSMENT PROGRAM; AUTHORIZING THE IMPOSITION AND COLLECTION OF ASSESSMENTS AGAINST PROPERTY WITHIN THE GEOGRAPHIC BOUNDARIES OF THE TOWN OF KENNETH CITY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

16 **WHEREAS**, the Town of Kenneth City (the "Town") finds it periodically necessary
17 to amend its Code of Ordinances (the "Town Code") in order to update regulations and
18 procedures to implement municipal goals and objectives; and

19 **WHEREAS**, the Town Council (the "Council") is empowered by Chapter 170,
20 Florida Statutes, as amended, and by its Home Rule powers, to levy and collect fire
21 protection services assessments to defray the costs associated with the provision of fire
22 protection services; and

23 **WHEREAS**, the Town Council wishes to amend Chapter 50, "Taxation," of the
24 Town Code of Ordinances to establish a fire services special assessment program; and

25 **WHEREAS**, the Town Council finds that this Ordinance is in the best interest and
26 welfare of the residents of the Town.

27 **NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF**
28 **KENNETH CITY, FLORIDA, AS FOLLOWS:**¹

29 **Section 1. Recitals Adopted.** That each of the above stated recitals is
30 hereby confirmed, adopted, and incorporated herein and made a part hereof by
31 reference.

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with ~~double-strikethrough~~ and double underline.

62 Town council means the Town Council of Kenneth City, Florida.

63 Final assessment resolution means the resolution described in section 50-86
64 hereof which shall confirm, modify, or repeal the initial assessment resolution and which
65 shall be the final proceeding for the initial imposition of fire services assessments.

66 Fire services assessment means a special assessment lawfully imposed by the
67 Town Council against assessed property to fund all or any portion of the cost of the
68 provision of fire services, facilities, or programs providing a special benefit to property
69 as a consequence of possessing a logical relationship to the value, use, or
70 characteristics of the assessed property.

71 Fire services assessed cost means the amount determined by the Town council
72 to be assessed in any fiscal year to fund all or any portion of the cost of the provision of
73 fire services, facilities, or programs which provide a special benefit to assessed
74 property, and shall include, but not be limited to, the following components:

75 (a) The cost of physical construction, reconstruction or completion of any
76 required facility or improvement;

77 (b) The costs incurred in any required acquisition or purchase;

78 (c) The cost of all labor, materials, machinery, and equipment;

79 (d) The cost of fuel, parts, supplies, maintenance, repairs, and utilities;

80 (e) The cost of computer services, data processing, and communications;

81 (f) The cost of all lands and interest therein, leases, property rights,
82 easements, and franchises of any nature whatsoever;

83 (g) The cost of any indemnity or surety bonds and premiums for insurance;

84 (h) The cost of salaries, volunteer pay, workers' compensation insurance, or
85 other employment benefits;

86 (i) The cost of uniforms, training, travel, and per diem;

87 (j) The cost of construction plans and specifications, surveys, and estimates
88 of costs;

89 (k) The cost of engineering, financial, legal, and other professional services;

90 (l) The cost of compliance with any contracts or agreements entered into by
91 the Town to provide fire services;

92 (m) All costs associated with the structure, implementation, collection, and
93 enforcement of the fire services assessments, including any service
94 charges of the tax collector, or property appraiser and amounts necessary
95 to off-set discounts received for early payment of fire services
96 assessments pursuant to the uniform assessment collection act or for
97 early payment of fire services assessments collected pursuant to section
98 50-95;

99 (n) All other costs and expenses necessary or incidental to the acquisition,
100 provision, or construction of fire services, facilities, or programs, and such
101 other expenses as may be necessary or incidental to any related financing
102 authorized by the Town Council by subsequent resolution;

103 (o) A reasonable amount for contingency and anticipated delinquencies and
104 uncollectible fire services assessments; and

105 (p) Reimbursement to the Town or any other person for any moneys
106 advanced for any costs incurred by the Town or such person in connection
107 with any of the foregoing components of fire services assessed cost.

108 In the event the Town also imposes an impact fee upon new growth or
109 development for fire services related capital improvements, the fire services assessed
110 cost shall not include costs attributable to capital improvements necessitated by new
111 growth or development that will be paid by such impact fees. The fire services assessed
112 cost shall also not include costs for the provision of emergency medical services by the
113 Town.

114 *Fiscal year* means that period commencing October 1 of each year and
115 continuing through the next succeeding September 30, or such other period as may be
116 prescribed by law as the fiscal year for the Town.

117 *Government property* means property owned by the United States of America or
118 any agency thereof, a sovereign state or nation, the State of Florida or any agency
119 thereof, a county, a special district or a municipal corporation.

120 *Initial assessment resolution* means the resolution described in section 50-82
121 which shall be the initial proceeding for the identification of the fire services assessed

122 cost for which an assessment is to be made and for the imposition of a fire services
123 assessment.

124 Maximum assessment rate means the highest rate of a fire services assessment
125 established by the Town Council in an initial assessment resolution or preliminary rate
126 resolution and confirmed by the Town Council in the final assessment resolution or
127 annual rate resolution.

128 Owner shall mean the person reflected as the owner of assessed property on the
129 tax roll.

130 Preliminary rate resolution means the resolution described in section 50-88
131 initiating the annual process for updating the assessment roll and directing the
132 reimposition of fire services assessments pursuant to an annual rate resolution.

133 Property appraiser means the Pinellas County Property Appraiser.

134 Tax collector means the Pinellas County Tax Collector.

135 Tax roll means the real property ad valorem tax assessment roll maintained by
136 the property appraiser for the purpose of the levy and collection of ad valorem taxes.

137 Uniform Assessment Collection Act means F.S. §§ 197.3632 and 197.3635, or
138 any successor statutes authorizing the collection of non-ad valorem assessments on the
139 same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

140 **Sec. 50-77. - Intent of fire protection special assessment.**

141 It is the intent of this article to provide a methodology for the fair and reasonable
142 levy and collection of a special assessment to fund the provision of fire protection
143 services by the Town within one or both of the fire protection special assessment areas,
144 as prescribed in the initial, preliminary, and annual assessment resolutions. The Town
145 intends to utilize the uniform method for the levy and collection of special assessments,
146 provided in F.S. §§ 197.3632 and 197.3635, as amended from time to time, as those
147 provisions set forth a fair and reasonable procedure to levy and collect special
148 assessments that ensures proper notice and adequate due process to affected parties,
149 and provides for the cooperation between the Town and other governmental entities
150 toward the collection and use of data, providing notice to affected parties, and ensuring
151 the collection of proceeds for use by the Town. It is not the intent of the Town to create
152 any additional due process rights other than those set forth in F.S. §§ 197.3632 and

153 197.3635. To the extent any provisions herein conflict with those statutory provisions,
154 the aforementioned statutes shall prevail.

155 **Sec. 50-78. – Legislative findings of special benefit.**

156 The Town specifically finds that the provision of fire protection service by the
157 Town provides the requisite special benefit to real property within the Town to justify the
158 funding of fire protection services through a special assessment, as the provision of fire
159 protection services possesses a logical relationship to the use and enjoyment of real
160 property by:

161 (a) Protecting the value of improvements and structures upon real property.

162 (b) Lowering the cost of insurance upon real property, including but not limited to
163 fire insurance.

164 (c) Protecting the public safety.

165 (d) Enhancing the value of real property, both commercial and residential through
166 the provisions of fire protection services.

167 **Sec. 50-79. – Authority for fire protection assessments.**

168 (a) Pursuant to Article VIII, Section 2(b), Florida Constitution, and F.S. §§ 166.021
169 and 166.041, the Town Council has all powers of local self-government to
170 perform municipal functions and to render municipal services in a manner not
171 inconsistent with law, and such power may be exercised by the enactment of
172 municipal ordinances. The Town Council is authorized to fund all or any portion
173 of the costs of providing fire protection services within the Town by imposing an
174 annual fire protection special assessment upon benefitted real property within the
175 Town based upon the special benefit received by such property from the
176 provision of such service.

177 (b) The Town Council shall impose the fire protection assessment pursuant to the
178 procedures set forth herein.

179 (c) The amount of the fire protection assessment imposed upon a particular parcel of
180 real property within the Town shall be determined pursuant to an apportionment
181 methodology designed to provide a fair and reasonable apportionment of the
182 assessed costs of providing fire protection services among the specially

183 benefitted properties. Such methodology shall be set forth by separate resolution
184 duly adopted by the Town Council as provided herein.

185 **Sec. 50-80. – Applicability.**

186 This part and the Town Council's authority to impose assessments pursuant
187 hereto shall be applicable throughout the Town.

188 **Sec. 50-81. – Alternative method.**

189 (a) This part shall be deemed to provide an additional and alternative method for
190 doing the things authorized hereby and shall be regarded as supplemental and
191 additional to powers conferred by other laws, and shall not be regarded as in
192 derogation of any powers now existing or which may hereafter come into
193 existence.

194 (b) Nothing herein shall preclude the Town Council from directing and authorizing,
195 by resolution, the combination with each other of:

196 (1) Any supplemental or additional notice deemed proper, necessary, or
197 convenient by the Town.

198 (2) Any notice required by this part; or

199 (3) Any notice required by law, including the Uniform Assessment Collection
200 Act.

201 **Sec. 50-82. – Initial proceedings.**

202 The initial proceeding for the imposition of a fire services assessment shall be the
203 adoption of an initial assessment resolution by the Town Council:

204 (a) Containing a brief and general description of the fire services, facilities, or
205 programs to be provided;

206 (b) Determining the fire services assessed cost to be assessed;

207 (c) Describing the method of apportioning the fire services assessed cost and
208 the computation of the fire services assessment for specific properties;

209 (1) Establishing an estimated assessment rate for the applicable fiscal
210 year;

211 (2) Establishing a maximum assessment rate, if desired by the Town
212 Council; and

213 (3) Directing the Town Manager to:

- 214 (i.) Prepare the initial assessment roll, as required by section 50-83;
215 (ii.) Publish the notice required by section 50-84; and
216 (iii.) Mail the notice required by section 50-85 using information then
217 available from the tax roll.

218 **Sec. 50-83. – Initial assessment roll.**

219 (a) The Town Manager shall prepare, or direct the preparation of, the initial
220 assessment roll, which shall contain the following:

- 221 (1) A summary description of all assessed property conforming to the
222 description contained on the tax roll.
223 (2) The name of the owner of the assessed property.
224 (3) The amount of the fire services assessment to be imposed against each
225 such parcel of assessed property.

226 (b) The initial assessment roll shall be retained by the Town Manager and shall be
227 open to public inspection. The foregoing shall not be construed to require that the
228 assessment roll be in printed form if the amount of the fire services assessment
229 for each parcel of property can be determined by use of a computer terminal
230 available to the public.

231 **Sec. 50-84. – Notice by publication.**

232 (a) Upon completion of the initial assessment roll, the Town Manager shall publish,
233 or direct the publication of, once in a newspaper of general circulation within the
234 Town a notice stating that at a meeting of the Town Council on a certain day and
235 hour, not earlier than twenty (20) calendar days from such publication, which
236 meeting shall be a regular, adjourned, or special meeting, the Town Council will
237 hear objections of all interested persons to the final assessment resolution which
238 shall establish the rate of assessment and approve the aforementioned initial
239 assessment roll.

240 (b) The published notice shall conform to the requirements set forth in the Uniform
241 Assessment Collection Act. Such notice shall include:

- 242 (1) A geographic depiction of the property subject to the fire services
243 assessment;

- 244 (2) A brief and general description of the fire services, facilities, or programs
245 to be provided;
- 246 (3) The rate of assessment including a maximum assessment rate in the
247 event one was adopted;
- 248 (4) The procedure for objecting provided in section 50-86.
- 249 (5) The method by which the fire services assessment will be collected; and
- 250 (6) A statement that the initial assessment roll is available for inspection at the
251 office of the Town Manager and all interested persons may ascertain the
252 amount to be assessed against a parcel of assessed property at the office
253 of the Town Manager.

254 **Sec. 50-85. – Notice by mail.**

255 (a) In addition to the published notice required by section 50-84, the Town Manager
256 shall provide notice, or direct the provision of notice, of the proposed fire services
257 assessment by first class mail to the owner of each parcel of property subject to
258 the fire services assessment.

259 (b) Such notice shall include:

- 260 (1) The purpose of the fire services assessment;
- 261 (2) The rate of assessment to be levied against each parcel of property,
262 including a maximum assessment rate in the event one was adopted;
- 263 (3) The unit of measurement applied to determine the fire services
264 assessment;
- 265 (4) The number of such units contained in each parcel of property;
- 266 (5) The total revenue to be collected by the Town from the fire services
267 assessment;
- 268 (6) A statement that failure to pay the fire services assessment will cause a
269 tax certificate to be issued against the property or foreclosure proceedings
270 to be instituted, either of which may result in a loss of title to the property;
- 271 (7) A statement that all affected owners have a right to appear at the hearing
272 and to file written objections with the Town Council within twenty (20) days
273 of the notice; and
- 274 (8) The date, time, and place of the hearing.

275 (c) The mailed notice shall conform to the requirements set forth in the Uniform
276 Assessment Collection Act. Notice shall be mailed at least twenty (20) calendar
277 days prior to the hearing to each owner at such address as is shown on the tax
278 roll. Notice shall be deemed mailed upon delivery thereof to the possession of
279 the United States Postal Service. The Town Manager may provide proof of such
280 notice by affidavit. Failure of the owner to receive such notice due to mistake or
281 inadvertence shall not affect the validity of the assessment roll nor release or
282 discharge any obligation for payment of a fire services assessment imposed by
283 the Town Council pursuant to this part.

284 **Sec. 50-86. – Adoption of final assessment resolution.**

285 (a) At the public hearing as noticed pursuant to sections 50-84 and 50-85, or to
286 which an adjournment or continuance may be taken by the Town Council, the
287 Town Council shall receive any oral or written objections of interested persons
288 and may then, or at any subsequent meeting of the Town Council adopt the final
289 assessment resolution which shall:

- 290 (1) Confirm, modify, or repeal the initial assessment resolution with such
291 amendments, if any, as may be deemed appropriate by the Town Council;
292 (2) Establish the rate of assessment to be imposed in the upcoming fiscal
293 year;
294 (3) Establish a maximum assessment rate that may be imposed in the event
295 such rate was adopted;
296 (4) Approve the initial assessment roll, with such amendments as it deems
297 just and right; and
298 (5) Determine the method of collection.

299 (b) The adoption of the final assessment resolution by the Town Council shall
300 constitute a legislative determination that all parcels assessed derive a special
301 benefit from the fire services, facilities, or programs to be provided or constructed
302 and a legislative determination that the fire services assessments are fairly and
303 reasonably apportioned among the properties that receive the special benefit.

304 (c) All written objections to the final assessment resolution shall be filed with the
305 Town Manager at or before the time or adjourned time of such hearing. The final

306 assessment resolution shall constitute the annual rate resolution for the initial
307 fiscal year in which fire services assessments are imposed or reimposed
308 hereunder.

309 **Sec. 50-87. Effect of final assessment resolution.**

310 The fire services assessments for the initial fiscal year shall be established upon
311 adoption of the final assessment resolution. The adoption of the final assessment
312 resolution shall be the final adjudication of the issues presented (including, but not
313 limited to, the determination of special benefit and fair apportionment to the assessed
314 property; the method of apportionment and assessment; the initial rate of assessment;
315 the maximum assessment rate, if any; the initial assessment roll; and the levy and lien
316 of the fire services assessments), unless proper steps shall be initiated in a court of
317 competent jurisdiction to secure relief within twenty (20) days from the date of the Town
318 Council action on the final assessment resolution. The initial assessment roll, as
319 approved by the final assessment resolution, shall be delivered to the tax collector, as
320 required by the Uniform Assessment Collection Act, or if the alternative method
321 described in section 50-96 is used to collect the fire services assessments, such other
322 official as the Town Council by resolution shall designate.

323 **Sec. 50-88. Adoption of annual rate resolution.**

324 (a) The Town Council shall adopt an annual rate resolution during its budget
325 adoption process for each fiscal year following the initial fiscal year for which a
326 fire services assessment is imposed hereunder.

327 (b) The initial proceedings for the adoption of an annual rate resolution shall be the
328 adoption of a preliminary rate resolution by the Town Council:

329 (1) Containing a brief and general description of the fire services, facilities, or
330 programs to be provided;

331 (2) Determining the fire services assessed cost to be assessed for the
332 upcoming fiscal year;

333 (3) Establishing the estimated assessment rate for the upcoming fiscal year;

334 (4) Establishing or increasing a maximum assessment rate, if desired by the
335 Town Council;

- 336 (5) Authorizing the date, time, and place of a public hearing to receive and
337 consider comments from the public and consider the adoption of the
338 annual rate resolution for the upcoming fiscal year; and
- 339 (6) Directing the Town Manager to:
- 340 (i) Update the assessment roll;
- 341 (ii) Provide notice by publication and first class mail to affected owners
342 in the event circumstances described in subsection (f) of this
343 section so require; and
- 344 (iii) Directing and authorizing any supplemental or additional notice
345 deemed proper, necessary or convenient by the Town.
- 346 (c) The annual rate resolution shall (1) establish the rate of assessment to be
347 imposed in the upcoming fiscal year and (2) approve the assessment roll for the
348 upcoming fiscal year with such adjustments as the Town Council deems just and
349 right. The assessment roll shall be prepared in accordance with the method of
350 apportionment set forth in the initial assessment resolution, or any subsequent
351 preliminary rate resolution, together with modifications, if any, that are provided
352 and confirmed in the final assessment resolution or any subsequent annual rate
353 resolution.
- 354 (d) Nothing herein shall preclude the Town Council from providing annual notification
355 to all owners of assessed property in the manner provided in sections 50-84 and
356 50-85 or any other method as provided by law.
- 357 (e) The Town Council may establish or increase a maximum assessment rate in an
358 initial assessment resolution or preliminary rate resolution and confirm such
359 maximum assessment rate in the event notice of such maximum rate
360 assessment has been included in the notices required by sections 50-84 and 50-
361 85 herein.
- 362 (f) In the event (1) the proposed fire services assessment for any fiscal year
363 exceeds the rates of assessment adopted by the Town Council including a
364 maximum assessment rate, if any, that were listed in the notices previously
365 provided to the owners of assessed property pursuant to sections 50-84 and 50-
366 85, (2) the purpose for which the fire services assessment is imposed or the use

367 of the revenue from the fire services assessment is substantially changed from
368 that represented by notice previously provided to the owners of assessed
369 property pursuant to sections 50-84 and 50-85, (3) assessed property is
370 reclassified or the method of apportionment is revised or altered resulting in an
371 increased fire services assessment from that represented by notice previously
372 provided to the owners of assessed property pursuant to sections 50-84 and 50-
373 85, or (4) an assessment roll contains assessed property that was not included
374 on the assessment roll approved for the prior fiscal year, notice shall be provided
375 by publication and first class mail to the owners of such assessed property as
376 provided by law. Such notice shall substantially conform with the notice
377 requirements set forth in sections 50-84 and 50-85 and inform the owner of the
378 date, time, and place for the adoption of the annual rate resolution. The failure of
379 the owner to receive such notice due to mistake or inadvertence shall not affect
380 the validity of the assessment roll nor release or discharge any obligation for
381 payment of a fire services assessment imposed by the Town Council pursuant to
382 this part.

383 (g) As to any assessed property not included on an assessment roll approved by the
384 adoption of the final assessment resolution or a prior year's annual rate
385 resolution, the adoption of the succeeding annual rate resolution shall be the final
386 adjudication of the issues presented as to such assessed property (including, but
387 not limited to, the determination of special benefit and fair apportionment to the
388 assessed property, the method of apportionment and assessment, the rate of
389 assessment, the establishment or increase of a maximum assessment rate, the
390 assessment roll, and the levy and lien of the fire services assessments), unless
391 proper steps shall be initiated in a court of competent jurisdiction to secure relief
392 within twenty (20) days from the date of the Town Council action on the annual
393 rate resolution. Nothing contained herein shall be construed or interpreted to
394 affect the finality of any fire services assessment not challenged within the
395 required twenty-day period for those fire services assessments previously
396 imposed against assessed property by the inclusion of the assessed property on

397 an assessment roll approved in the final assessment resolution or any
398 subsequent annual rate resolution.

399 (h) The assessment roll, as approved by the annual rate resolution, shall be
400 delivered to the tax collector as required by the Uniform Assessment Collection
401 Act or if the alternative method described in section 50-96 is used to collect the
402 fire services assessments, such other official as the Town Council by resolution
403 shall designate. If the fire services assessment against any property shall be
404 sustained, reduced, or abated by the court, an adjustment shall be made on the
405 assessment roll.

406 **Sec. 50-89. Lien of fire services assessments.**

407 Upon the adoption of the assessment roll, all fire services assessments shall
408 constitute a lien against assessed property equal in rank and dignity with the liens of all
409 state, county, district, or municipal taxes and special assessments. Except as otherwise
410 provided by law, such lien shall be superior in dignity to all other prior liens, mortgages,
411 titles, and claims, until paid. The lien for a fire services assessment shall be deemed
412 perfected upon the Town Council's adoption of the final assessment resolution or the
413 annual rate resolution, whichever is applicable. The lien for a fire services assessment
414 collected under the Uniform Assessment Collection Act shall attach to the property
415 included on the assessment roll as of the prior January 1, the lien date for ad valorem
416 taxes imposed under the tax roll. The lien for a fire services assessment collected under
417 the alternative method of collection provided in section 50-96 shall be deemed perfected
418 upon the Town Council's adoption of the final assessment resolution or the annual rate
419 resolution, whichever is applicable, and shall attach to the property on such date of
420 adoption.

421 **Sec. 50-90. Reserved.**

422 **Sec. 50-91. Revisions to fire services assessments.**

423 If any fire services assessment made under the provisions of this part is either in
424 whole or in part annulled, vacated, or set aside by the judgment of any court, or if the
425 Town Council is satisfied that any such fire services assessment is so irregular or
426 defective that the same cannot be enforced or collected, or if the Town Council has
427 failed to include or omitted any property on the assessment roll, which property should

428 have been so included, the Town Council may take all necessary steps to impose a new
429 fire services assessment against any property benefited by the fire services assessed
430 costs, following as nearly as may be practicable, the provisions of this part and in case
431 such second fire services assessment is annulled, vacated, or set aside, the Town
432 Council may obtain and impose other fire services assessments until a valid fire
433 services assessment is imposed.

434 **Sec. 50-92. Procedural irregularities.**

435 Any informality or irregularity in the proceedings in connection with the levy of
436 any fire services assessment under the provisions of this part shall not affect the validity
437 of the same after the approval thereof, and any fire services assessment as finally
438 approved shall be competent and sufficient evidence that such fire services assessment
439 was duly levied, that the fire services assessment was duly made and adopted, and that
440 all other proceedings adequate to such fire services assessment were duly had, taken,
441 and performed as required by this part; and no variance from the directions hereunder
442 shall be held material unless it be clearly shown that the party objecting was materially
443 injured thereby.

444 **Sec. 50-93. Correction of errors and omissions.**

445 (a) No act of error or omission on the part of the property appraiser, tax collector,
446 Town Manager, Town Council, or their deputies or employees, shall operate to
447 release or discharge any obligation for payment of a fire services assessment
448 imposed by the Town Council under the provision of this part.

449 (b) When it shall appear that any fire services assessment should have been
450 imposed under this part against a parcel of property specially benefited by the
451 provision of fire services, facilities, or programs, but that such property was
452 omitted from the assessment roll; or such property was erroneously assessed; or
453 was not listed on the tax roll as an individual parcel of property as of the effective
454 date of the assessment roll approved by the annual rate resolution for any
455 upcoming fiscal year, the Town Council may, upon provision of a notice by mail
456 provided to the owner of the omitted or erroneously assessed parcel in the
457 manner and form provided in section 50-85, impose the applicable fire services
458 assessment for the fiscal year in which such error or omission is discovered, in

459 addition to the applicable fire services assessment due for the prior two (2) fiscal
460 years. Such fire services assessment shall constitute a lien against assessed
461 property equal in rank and dignity with the liens of all state, county, district, or
462 municipal taxes and special assessments, and superior in rank and dignity to all
463 other prior liens, mortgages, titles, and claims in and to or against the real
464 property involved, shall be collected as provided in division 3 of this part, and
465 shall be deemed perfected on the date of adoption of the resolution imposing the
466 omitted or delinquent assessments.

467 (c) Prior to the delivery of the assessment roll to the tax collector in accordance with
468 the Uniform Assessment Collection Act, the Town Manager shall have the
469 authority at any time, upon his or her own initiative or in response to a timely filed
470 petition from the owner of any property subject to a fire services assessment, to
471 reclassify property based upon presentation of competent and substantial
472 evidence, and correct any error in applying the fire services assessment
473 apportionment method to any particular parcel of property not otherwise requiring
474 the provision of notice pursuant to the Uniform Assessment Collection Act. Any
475 such correction shall be considered valid ab initio and shall in no way affect the
476 enforcement of the fire services assessment imposed under the provisions of this
477 part. All requests from affected property owners for any such changes,
478 modifications or corrections shall be referred to, and processed by, the Town
479 Manager and not the property appraiser or tax collector.

480 (d) After the assessment roll has been delivered to the tax collector in accordance
481 with the Uniform Assessment Collection Act, any changes, modifications, or
482 corrections thereto shall be made in accordance with the procedures applicable
483 to correcting errors and insolvencies on the tax roll upon timely written request
484 and direction of the Town Manager.

485 **Sec. 50-94. Interim assessments.**

486 (a) An interim fire services assessment may be imposed against all property for
487 which a certificate of occupancy is issued after the adoption of the annual rate
488 resolution. The amount of the interim fire services assessment shall be
489 calculated upon a monthly rate, which shall be one-twelfth (1/12) of the annual

490 rate for such property computed in accordance with the annual rate resolution for
491 the fiscal year for which the interim fire services assessment is being imposed.
492 Such monthly rate shall be imposed for each full calendar month remaining in the
493 fiscal year. In addition to the monthly rate, the interim fire services assessment
494 may also include an estimate of the subsequent fiscal year's fire services
495 assessment.

496 (b) Issuance of the certificate of occupancy without the payment in full of the interim
497 fire services assessment shall not relieve the owner of such property of the
498 obligation of full payment. Any interim fire services assessment not collected
499 prior to the issuance of the certificate of occupancy may be collected pursuant to
500 the Uniform Assessment Collection Act as provided in section 50-95 of this part,
501 under the alternative collection method provided in section 50-96 or by any other
502 method authorized by law.

503 (c) Any interim fire services assessment shall be deemed due and payable on the
504 date the certificate of occupancy was issued and shall constitute a lien against
505 such property as of that date. Said lien shall be equal in rank and dignity with the
506 liens of all state, county, district or municipal taxes and special assessments, and
507 superior in rank and dignity to all other liens, encumbrances, titles and claims in
508 and to or against the real property involved and shall be deemed perfected upon
509 the issuance of the certificate of occupancy.

510 **Sec. 50-95. Method of collection.**

511 (a) Unless otherwise directed by the Town Council, the fire services assessments
512 shall be collected pursuant to the uniform method provided in the Uniform
513 Assessment Collection Act, and the Town shall comply with all applicable
514 provisions of the Uniform Assessment Collection Act. Any hearing or notice
515 required by this part may be combined with any other hearing or notice required
516 by the Uniform Assessment Collection Act or other provision of law.

517 (b) The amount of a fire services assessment to be collected using the uniform
518 method pursuant to the Uniform Assessment Collection Act for any specific
519 parcel of benefited property may include an amount equivalent to the payment

520 delinquency, delinquency fees and recording costs for a prior year's assessment
521 for a comparable service, facility, or program provided:

522 (1) The collection method used in connection with the prior year's assessment
523 did not employ the use of the uniform method of collection authorized by the
524 Uniform Assessment Collection Act;

525 (2) Notice is provided to the owner as required under the Uniform Assessment
526 Collection Act; and

527 (3) Any lien on the affected parcel for the prior year's assessment is supplanted
528 and transferred to such fire services assessment upon certification of a non-
529 ad valorem roll to the tax collector by the Town.

530 **Sec. 50-96. Alternative method of collection.**

531 (a) This article shall be deemed to provide an alternative method for imposing the
532 fire protection services special assessment, and shall be regarded as
533 supplemental and additional powers conferred by other laws, and shall not be
534 regarded as in derogation of any powers now existing or which may hereafter
535 come into existence. This article shall be construed liberally to effect its
536 purposes. Nothing herein shall preclude the Town Council from directing or
537 authorizing, by resolution, any additional notices it deems proper, necessary, or
538 convenient to the Town.

539 (b) Should the Town determine in the future to levy a fire protection special
540 assessment on governmental properties, the Town shall develop a method of
541 billing and collection of such separate from the uniform method.

543 ***

544 **Secs. 50-97 —50-105. - Reserved.**

545 ***

546 **Section 3. Conflicting Provision.** All Sections or parts of Sections of the Code
547 of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of
548 Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

549 **Section 4. Severability.** That the provisions of this Ordinance are declared to
550 be severable and if any section, sentence, clause or phrase of this Ordinance shall for

551 any reason be held to be invalid or unconstitutional, such decision shall not affect the
552 validity of the remaining sections, sentences, clauses, and phrases of this Ordinance
553 but they shall remain in effect, it being the legislative intent that this Ordinance shall
554 stand notwithstanding the invalidity of any part.

555 **Section 5. Codification.** That it is the intention of the Town Council and it is
556 hereby ordained that the provisions of this Ordinance shall become and be made a part
557 of the Town Code, that the sections of this Ordinance may be renumbered or relettered
558 to accomplish such intentions, and that the word Ordinance shall be changed to Section
559 or other appropriate word.

560 **Section 6. Effective Date.** That this Ordinance shall become effective
561 immediately upon adoption on second reading.

562 **PASSED ON FIRST READING** on the _____ day of _____, 2023, on a
563 motion made by _____ and seconded by _____.

564 **PASSED AND ADOPTED ON SECOND READING** this ___ day of _____, 2023,
565 on a motion made by _____ and seconded by _____. Upon being put to
566 a roll call vote, the vote was as follows:

567 Vice Mayor Kyle Cummings _____
568 Councilwoman Barbara Roberts _____
569 Councilwoman Megan Zemaitis _____
570 Councilwoman Bonnie Noble _____
571 Mayor Robert J. Howell _____

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ROBERT J. HOWELL
MAYOR

ATTEST:

JOCILYN MARTINEZ
INTERIM TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
TOWN ATTORNEY

Agenda Memo

To: Kenneth City Town Council

From: Town Manager

Date: 4/12/2023



Subject: First Reading of Ordinance 2023-663 - Stormwater Assessment Fee Collection

Summary

The Town Council of the Town of Kenneth City has continued its momentum to alleviate the ad-valorem tax burden of funding fire services and stormwater fees. This memo specifically addresses the Ordinance needed for Stormwater Assessment Fee Collection.

ORDINANCE NO. 2023-663

AN ORDINANCE OF THE TOWN COUNCIL OF KENNETH CITY, FLORIDA, CREATING ARTICLE VI, OF CHAPTER 50 "TAXATION," OF THE TOWN'S CODE OF ORDINANCES TO ESTABLISH THE STORMWATER SERVICES SPECIAL ASSESSMENT PROGRAM; AUTHORIZING THE IMPOSITION AND COLLECTION OF ASSESSMENTS AGAINST PROPERTY WITHIN THE GEOGRAPHIC BOUNDARIES OF THE TOWN OF KENNETH CITY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

Financial Impact:

Recommendation:

Approve Ordinance 2023-663

Proposed Motion(s):

Motion to approve Ordinance No. 2023-663 to Establish the Stormwater Services Special Assessment Program.

59 Council means the Town Council for the Town.

60 County means Pinellas County, Florida.

61 Developed property means property that has been developed with impervious
62 area including, but are not limited to, rooftops, sidewalks, walkways, patio areas,
63 driveways, parking lots, storage areas and other surfaces which similarly impact the
64 natural infiltration or runoff patterns which existed prior to development.

65 ESU means "equivalent stormwater unit," the standard unit used to express the
66 stormwater burden expected to be generated by each parcel of property, after taking
67 into consideration any mitigation of the stormwater burden that results from privately
68 maintained stormwater management facilities and other factors affecting the quantity,
69 quality, or rate of stormwater runoff.

70 Final assessment resolution means the resolution described in Section 50-116
71 hereof, which shall confirm, modify or repeal the initial assessment resolution and which
72 shall be the final proceeding for the imposition of the initial stormwater assessment.

73 Fiscal year means the period commencing on October 1 of each year and
74 continuing through the next succeeding September 30, or such other period as may be
75 prescribed by law as the fiscal year for the Town.

76 Government property means property owned by the United States of America,
77 the State of Florida, a sovereign state or nation, a county, a special district, a municipal
78 corporation, or any of their respective agencies or political subdivisions.

79 Initial assessment resolution means the resolution described in Section 50-112
80 hereof, which shall be the initial proceeding for the imposition of the stormwater
81 assessment.

82 Obligations mean a series of bonds or other evidence of indebtedness including
83 but not limited to, notes, commercial paper, capital leases or any other obligations of the
84 Town issued or incurred to finance any portion of the capital cost of a stormwater
85 improvement and secured, in whole or in part, by proceeds of the stormwater
86 improvement assessments.

87 Ordinance means this stormwater ordinance as amended from time to time.

88 Pledged revenue means, as to any series of obligations:

89 (a) The proceeds of such obligations, including investment earnings;

- 90 **(b) Proceeds of the stormwater improvement assessments pledged to**
91 **secure the payment of such obligations; and**
92 **(c) Any other legally available non-ad-valorem revenue pledged to secure**
93 **the payment of such obligations, as specified by the resolution**
94 **authorizing such obligations.**

95 **Project cost means:**

- 96 **(a) The capital cost of a stormwater improvement;**
97 **(b) The transaction cost associated with the obligations to finance the**
98 **stormwater improvement;**
99 **(c) Interest accruing on such obligations for such period of time as the**
100 **Town deems appropriate;**
101 **(d) The debt service reserve fund or account, if any, established for the**
102 **obligations which financed the stormwater improvement; and**
103 **(e) Any other costs or expenses related thereto.**

104 **Property appraiser means the Pinellas County Property Appraiser.**

105 **Stormwater means the flow of water which results from, and which occurs**
106 **following, a rainfall event.**

107 **Stormwater assessment means either a stormwater improvement assessment, a**
108 **stormwater service assessment, or both.**

109 **Stormwater assessment roll means the roll created that includes all parcels**
110 **within the Town and their assigned stormwater assessment relating to stormwater**
111 **improvements or stormwater management services approved by a final assessment**
112 **resolution or an annual rate resolution pursuant to Section 50-113 hereof.**

113 **Stormwater basin means a part of the earth's surface that contributes stormwater**
114 **runoff to a drainage system, which consists of diffuse surface waters, together with all**
115 **natural or artificial tributary surface streams and/or bodies of impounded surface water.**

116 **Stormwater basin plan means a policy document that is adopted by the Town**
117 **Council for each stormwater basin or hydrologic subarea thereof in which stormwater**
118 **improvements are proposed and that provides for implementation of the stormwater**
119 **master plan.**

120 Stormwater improvement means land, capital facilities and improvements
121 acquired or provided to detain, retain, convey or treat stormwater.

122 Stormwater improvement area means one or more stormwater basins, or any
123 portion or portions thereof, as identified in the initial assessment resolution,
124 encompassing those parcels of property specially benefited by the construction,
125 reconstruction or installation of all or any portion of a stormwater improvement that
126 removes, detains, retains or treats, in whole or in part, the stormwater burden expected
127 to be generated by the physical characteristics and use of the assessed property. Each
128 stormwater improvement area will include either (a) the property which is hydrologically
129 connected, directly or indirectly, to the stormwater improvement, or (b) all property
130 located within a hydrologically defined area in which the Town constructs one or more
131 stormwater improvements pursuant to a stormwater basin plan to correct existing
132 deficiencies with respect to a specific level of service and provide a consistent level of
133 stormwater management.

134 Stormwater improvement assessment means a special assessment imposed by
135 the Town within a stormwater improvement area to fund the capital cost or the debt
136 service and related cost of obligations issued to finance the project cost of a stormwater
137 improvement.

138 Stormwater management service means:

- 139 (a) Management and administration of the Town's stormwater utility;
- 140 (b) Stormwater program engineering;
- 141 (c) Stormwater basin planning;
- 142 (d) Stormwater improvements to be acquired or constructed during a
143 single fiscal year without the issuance of any obligations;
- 144 (e) Operating and maintaining the Town's capital facilities for stormwater
145 management, including extraordinary maintenance;
- 146 (f) Billing and collection of stormwater assessments, including customer
147 information services and reserves for statutory discounts; and
- 148 (g) Legal, engineering and other consultant services.

149 Stormwater master plan means a policy document adopted by the Town Council
150 which identifies the levels of service for water quality and quantity management in the

151 Town, based upon the criteria in the comprehensive plan and applicable state and
152 federal law, and the methods for prioritizing expenditures within the Town. The
153 stormwater master plan shall designate those stormwater basins for which a stormwater
154 basin plan will be prepared.

155 Stormwater service area means the geographic area described in the initial
156 assessment resolution that encompasses all parcels within the Town which specially
157 benefit from the stormwater management service and all parcels to which stormwater
158 management services are provided.

159 Stormwater service assessment means a special assessment imposed by the
160 Town within the stormwater service area to fund the stormwater service cost.

161 Stormwater service cost means the estimated amount for any fiscal year of all
162 expenditures and reasonable reserves that are properly attributable to the stormwater
163 management service provided within the stormwater service area under generally
164 accepted accounting principles, including, without limiting the generality of the
165 foregoing, reimbursement to the Town for any moneys advanced for the stormwater
166 management service, and interest on any interfund or intrafund loan for such purpose.

167 Stormwater utility means the enterprise fund utility established by this Ordinance
168 to implement the stormwater management program of the Town.

169 Tax collector means the Pinellas County Tax Collector.

170 Tax roll means the real property ad valorem tax assessment roll maintained by
171 the property appraiser for the purpose of the levy and collection of ad valorem taxes.

172 Transaction cost means the costs, fees and expenses incurred by the Town in
173 connection with the issuance and sale of any series of obligations, including but not
174 limited to:

175 (a) Rating agency and other financing fees;

176 (b) The fees and disbursements of bond counsel;

177 (c) The underwriters' discount;

178 (d) The fees and disbursements of the Town's financial advisor;

179 (e) The costs of preparing or printing the obligations and the documentation
180 supporting issuance of the obligations;

181 (f) The fees payable in respect of any municipal bond insurance policy; and

182 (g) Any other costs of a similar nature incurred in connection with issuance of
183 such obligations.

184 Uniform assessment collection act means F.S. §§ 197.3632 and 197.3635, or
185 any successor statutes authorizing the collection of non-ad-valorem assessments on
186 the same bill as ad valorem taxes, and any applicable regulations promulgated
187 thereunder.

188 **Sec. 50-107. – Intent of the stormwater assessment.**

189 It is hereby ascertained, determined, and declared that:

190 (a) Pursuant to Article VIII, section 2(b), Florida Constitution, and F.S. §§
191 166.021 and 166.041, the Town has all powers of local self-government to
192 perform municipal functions and render municipal services except when
193 prohibited by law, and such power may be exercised by the enactment of
194 legislation in the form of Town ordinances.

195 (b) The Town Council may exercise any governmental, corporate, or proprietary
196 power for a municipal purpose except when expressly prohibited by law, and
197 the Town Council may legislate on any subject matter on which the Florida
198 Legislature may act, except those subjects described in F.S. § 166.021(3) (a),
199 (b), (c), and (d). The subject matter of paragraphs (a), (b), (c), and (d) of F.S.
200 § 166.021(3), are not relevant to the imposition of stormwater assessments
201 by the Town.

202 (c) The purpose of this article is to:

203 (1) Create and establish a stormwater management program, which will
204 be the operational means of implementing and carrying out the
205 functional requirements of the stormwater management system;

206 (2) Provide procedures and standards for the imposition of stormwater
207 assessments under the constitutional and statutory power of the Town;

208 (3) Authorize a procedure for the funding of stormwater management
209 services, facilities, or programs provided to properties within the
210 stormwater service area; and

211 (4) Legislatively determine the special benefit provided to assessed
212 property from the stormwater utility.

213 (d) The Florida Legislature has mandated that local governments in the State of
214 Florida, including the Town have the responsibility for developing mutually
215 compatible stormwater management programs consistent with the rules and
216 regulations of the Florida Department of Environmental Protection, the
217 Federal Clean Water Act, and the water management districts and the
218 stormwater management programs established and maintained by other local
219 governments.

220 (e) The stormwater assessments imposed hereby are consistent with the
221 authority granted in F.S. § 403.0893. That statutory provision is additional and
222 supplemental authority to the constitutional and statutory power of self-
223 government granted to a municipality.

224 **Sec. 50-108. – Legislative findings of special benefit.**

225 It is hereby ascertained and declared that the stormwater utility, the stormwater
226 management services and the stormwater improvements provide a special benefit to
227 the assessed property based upon the following legislative determinations:

228 (a) The stormwater utility possesses a logical relationship to the use and
229 enjoyment of all developed property by treating and controlling contaminated
230 stormwater generated by improvements constructed on developed property,
231 which resulted in the alteration of such property from its natural state to
232 accommodate such improvements.

233 (b) The special benefit received by assessed property is the control,
234 management and treatment of the stormwater burden generated by the
235 improvements on developed property.

236 (c) New and dedicated funding for the stormwater management program of the
237 Town is needed, and the levy of a stormwater management utility fee is the
238 most equitable method of providing this funding.

239 (d) Adoption of a stormwater management program will generate revenues
240 needed to implement the level of service standards contained in the Town’s
241 comprehensive plan drainage element and the capital improvement element
242 which were adopted in conformance with the requirements of F.S. Ch. 163.

243 (e) Substantially all of the stormwater burden managed, controlled and treated by
244 the stormwater utility is generated by developed property and the amount of
245 stormwater generated by property in its natural state that is managed,
246 controlled and treated by the stormwater utility is inconsequential.

247 (f) The Town has adopted the stormwater management element of the
248 comprehensive plan which sets forth goals that make it necessary and
249 essential to construct improvements and extensions to the existing
250 stormwater system so the collection, storage, treatment, and conveyance of
251 stormwater within the Town adequately protects the health, safety, and
252 welfare of the citizens of the Town. The creation and maintenance of the
253 stormwater utility is designed to implement the stormwater management
254 element and other municipal, federal and state policies mandating stormwater
255 management programs by local governments.

256 **Sec. 50-109. – Stormwater service assessment.**

257 (a) The Town Council is hereby authorized to impose stormwater service
258 assessments against property located within the stormwater service area. The
259 stormwater service cost may be assessed against developed property located
260 within the stormwater service area at a rate of assessment based upon the
261 special benefit accruing to such property from the stormwater management
262 service provided by the Town, measured by the number of ESUs attributable to
263 each parcel or classification of property.

264 (b) Notwithstanding the foregoing, if the Town Council specifically determines that
265 any portion of the stormwater service area receives a distinct special benefit from
266 any component of the stormwater management service that is materially different
267 in kind or degree from the special benefit received by other portions of the
268 stormwater service area, the stormwater service cost related to such component
269 shall be assessed against the portion of the stormwater service area receiving
270 the distinct special benefit.

271 **Sec. 50-110. – Stormwater improvement assessment.**

272 (a) The Town Council is hereby authorized to impose stormwater improvement
273 assessments to fund all or any portion of the capital cost or the debt service and

274 related cost of obligations issued to finance the project cost of a stormwater
275 improvement identified in any stormwater basin plan. Stormwater improvement
276 assessments to fund the capital cost or the debt service and related cost of
277 obligations issued to finance the project cost of each stormwater improvement
278 may be imposed against all parcels of property within the stormwater
279 improvement area at a rate of assessment based upon the special benefit
280 accruing to such property from the stormwater improvement, measured by the
281 number of ESUs attributable to each parcel or classification of property.

282 (b) If stormwater improvement assessments are imposed to fund the debt service
283 and related cost of obligations issued to finance the project cost of a stormwater
284 improvement, the stormwater improvement assessment may include the amount
285 required to fund any amounts withdrawn during the prior fiscal year from any debt
286 service reserve account established for obligations and the amount of any
287 principal of and interest on obligations that has become due and remains unpaid.

288 **Sec. 50-111. Applicability.**

289 This article and the Town's authority to impose stormwater assessments
290 pursuant hereto shall be applicable throughout the Town.

291 **Sec. 50-112. – Initial assessment resolution.**

292 The initial proceeding for imposition of the stormwater assessments shall be the
293 council's adoption of an initial assessment resolution. The initial assessment resolution
294 shall:

295 (a) Describe the stormwater improvement or stormwater management service
296 proposed for funding from the proceeds of the stormwater assessments and
297 stormwater fees;

298 (b) Estimate the capital cost or stormwater service cost;

299 (c) Describe with particularity the proposed method of apportioning the capital
300 cost or stormwater service cost among the parcels of property located within
301 the stormwater improvement area or stormwater service area, as applicable,
302 such that the owner of any parcel of property can objectively determine the
303 amount of the stormwater assessments, based upon its value, use or physical
304 characteristics; and

305 (d) Include specific legislative findings that recognize the equity provided by the
306 apportionment methodology and specific legislative findings that recognize
307 the special benefit provided by the stormwater improvement or stormwater
308 management service. At its option, the Town Council may adopt separate
309 initial assessment resolutions for the stormwater service assessment and
310 each stormwater improvement assessment.

311 **Sec. 50-113. – Stormwater assessment roll.**

312 (a) The Town Manager shall prepare, or direct the preparation of, a preliminary
313 stormwater assessment roll that contains the following information:

314 (1) A summary description of each parcel of property (conforming to the
315 description contained on the tax roll) subject to the stormwater
316 assessment;

317 (2) The name of the owner of record of each parcel as shown on the tax roll;

318 (3) The number of ESUs (or other units used to determine the amount of the
319 stormwater assessment) attributable to each parcel;

320 (4) The estimated maximum stormwater assessment to become due in any
321 fiscal year for each ESU or other units used to determine the amount of
322 the stormwater assessment;

323 (5) The estimated maximum stormwater assessment to become due in any
324 fiscal year for each parcel; and

325 (6) At the option of the Town Council, the stormwater assessment roll may
326 also include the estimated maximum annual stormwater assessment to
327 become due in any future fiscal year for each ESU (or other units used to
328 determine the amount of the stormwater assessment) and each parcel.

329 (b) Copies of the initial assessment resolution and the preliminary stormwater
330 assessment roll shall be on file in the office of the Town Manager and open to
331 public inspection. The foregoing shall not be construed to require that the
332 stormwater assessment roll be in printed form if the amount of the stormwater
333 assessment for each parcel of property can be determined by use of a computer
334 terminal available for use by the public.

335 **Sec. 50-114. – Notice by publication.**

336 (a) Upon completion of the initial assessment roll, the Town Manager shall publish,
337 or direct the publication of, once in a newspaper of general circulation within the
338 Town a notice stating that at a meeting of the Town Council on a certain day and
339 hour, not earlier than twenty (20) calendar days from such publication, which
340 meeting shall be a regular, adjourned, or special meeting, the Town Council will
341 hear objections of all interested persons to the final assessment resolution which
342 shall establish the rate of assessment and approve the aforementioned initial
343 assessment roll.

344 (b) The published notice shall conform to the requirements set forth in the Uniform
345 Assessment Collection Act. Such notice shall include:

- 346 (1) The procedure for objecting provided in Section 50-116.
347 (2) The method by which the fire services assessment will be collected; and
348 (3) A statement that the initial assessment roll is available for inspection at the
349 office of the Town Manager and all interested persons may ascertain the
350 amount to be assessed against a parcel of assessed property at the office
351 of the Town Manager.

352 **Sec. 50-115. – Notice by mail.**

353 (a) In addition to the published notice required by Section 50-114, the Town Clerk
354 shall provide notice, or direct the provision of notice, of the proposed services
355 assessment by first class mail to the owner of each parcel of property subject to
356 the assessment.

357 (b) The mailed notice shall conform to the requirements set forth in the Uniform
358 Assessment Collection Act. Notice shall be mailed at least twenty (20) calendar
359 days prior to the hearing to each owner at such address as is shown on the tax
360 roll. Notice shall be deemed mailed upon delivery thereof to the possession of
361 the United States Postal Service. The Town Clerk may provide proof of such
362 notice by affidavit. Failure of the owner to receive such notice due to mistake or
363 inadvertence shall not affect the validity of the assessment roll nor release or
364 discharge any obligation for payment of a stormwater services assessment
365 imposed by the Town Council pursuant to this part.

366 **Sec. 50-116. – Adoption of final assessment resolution.**

367 (a) At the public hearing as noticed pursuant to Sections 50-114 and 50-115, or to
368 which an adjournment or continuance may be taken by the Town Council, the
369 Town Council shall receive any oral or written objections of interested persons
370 and may then, or at any subsequent meeting of the Town Council adopt the final
371 assessment resolution which shall:

372 (1) Confirm, modify, or repeal the initial assessment resolution with such
373 amendments, if any, as may be deemed appropriate by the Town Council;

374 (2) Establish the rate of assessment to be imposed in the upcoming fiscal
375 year;

376 (3) Establish a maximum assessment rate that may be imposed in the event
377 such rate was adopted;

378 (4) Approve the initial assessment roll, with such amendments as it deems
379 just and right; and

380 (5) Determine the method of collection.

381 (b) The adoption of the final assessment resolution by the Town Council shall
382 constitute a legislative determination that all parcels assessed derive a special
383 benefit from the stormwater services, facilities, or programs to be provided or
384 constructed and a legislative determination that the stormwater services
385 assessments are fairly and reasonably apportioned among the properties that
386 receive the special benefit.

387 (c) All written objections to the final assessment resolution shall be filed with the
388 Town Manager at or before the time or adjourned time of such hearing. The final
389 assessment resolution shall constitute the annual rate resolution for the initial
390 fiscal year in which stormwater services assessments are imposed or reimposed
391 hereunder.

392 **Sec. 50-117. Annual rate resolution.**

393 During its budget adoption process, the Town Council shall adopt an annual rate
394 resolution for each fiscal year following adoption of the final assessment resolution. The
395 final assessment resolution shall constitute the annual rate resolution for the initial fiscal
396 year. The annual rate resolution shall approve the stormwater assessment roll for such
397 fiscal year. The stormwater assessment roll shall be prepared in accordance with the

398 initial assessment resolution, as confirmed or amended by the final assessment
399 resolution. If the proposed stormwater assessment for any parcel of developed property
400 exceeds the maximum amount established in the final assessment resolution or if a
401 stormwater assessment is imposed against property not previously subject thereto, the
402 Town Council shall provide notice to the owner of such property in accordance with
403 Section 50-115 hereof and conduct a public hearing prior to adoption of the annual rate
404 resolution. Failure to adopt an annual rate resolution during the budget adoption
405 process for a fiscal year may be cured at any time.

406 **Sec. 50-118. Effect of stormwater resolutions.**

407 The adoption of the final assessment resolution or annual rate resolution shall be the
408 final adjudication of the issues presented (including, but not limited to, the
409 apportionment methodology, the rate of assessment, the adoption of the stormwater
410 assessment roll and the levy and lien of the stormwater assessments), unless proper
411 steps are initiated in a court of competent jurisdiction to secure relief within 20 days
412 from the date of Town Council adoption of the final assessment resolution. The
413 stormwater assessments for each fiscal year shall be established upon adoption of the
414 annual rate resolution. The stormwater assessment roll, as approved by the final
415 assessment resolution or annual rate resolution, shall be delivered to the tax collector,
416 or such other official as the Town Council, by resolution, deems appropriate.

417 **Sec. 50-119. Lien of stormwater assessments.**

418 (a) Upon adoption of the annual rate resolution for each fiscal year, stormwater
419 assessments to be collected under the Uniform Assessment Collection Act shall
420 constitute a lien against assessed property equal in rank and dignity with the
421 liens of all state, county, district or municipal taxes and other non-ad-valorem
422 assessments. Except as otherwise provided by law, such lien shall be superior in
423 dignity to all other prior liens, titles and claims, until paid. The lien shall be
424 deemed perfected upon adoption by the council of the annual rate resolution and
425 shall attach to the property included on the stormwater assessment roll as of the
426 prior January 1, the lien date for ad valorem taxes.

427 (b) Upon adoption of the final assessment resolution, stormwater assessments to be
428 collected under the alternative method of collection provided in section 50-121

429 hereof shall constitute a lien against assessed property equal in rank and dignity
430 with the liens of all state, county, district or municipal taxes and other non-ad-
431 valorem assessments. Except as otherwise provided by law, such lien shall be
432 superior in dignity to all other prior liens, titles and claims, until paid. The lien
433 shall be deemed perfected on the date notice thereof is recorded in the official
434 records of Pinellas County, Florida.

435 **Sec. 50-120. Method of collection of stormwater assessments.**

436 Unless directed otherwise by the council, stormwater assessments shall be
437 collected pursuant to the Uniform Assessment Collection Act, and the Town shall
438 comply with all applicable provisions thereof. Any hearing or notice required by this
439 article may be combined with any other hearing or notice required by the Uniform
440 Assessment Collection Act.

441 **Sec. 50-121. Alternative method of collection of stormwater assessments.**

442 In lieu of using the Uniform Assessment Collection Act, the Town may elect to
443 collect the stormwater assessment by any other method which is authorized by law or
444 under an alternative collection method provided by this section.

445 (a) The Town shall provide stormwater assessment bills by first class mail to the
446 owner of each affected parcel of property, other than government property.

447 The bill or accompanying explanatory material shall include:

- 448 (1) A brief explanation of the stormwater assessment;
- 449 (2) A description of the ESU calculation used to determine the amount of
450 the assessment;
- 451 (3) The number of ESUs attributed to the parcel;
- 452 (4) The total amount of the parcel's stormwater assessment for the
453 appropriate period;
- 454 (5) The location at which payment will be accepted;
- 455 (6) The date on which the stormwater assessment is due; and
- 456 (7) A statement that the stormwater assessment constitutes a lien against
457 assessed property equal in rank and dignity with the liens of all state,
458 county, district or municipal taxes and other non-ad-valorem
459 assessments.

460 (b) A general notice of the lien resulting from imposition of the stormwater
461 assessments shall be recorded in the official records of Pinellas County,
462 Florida. Nothing herein shall be construed to require that individual liens or
463 releases be filed in the official records.

464 (c) The Town shall have the right to appoint or retain an agent to foreclose and
465 collect all delinquent stormwater assessments in the manner provided by law.
466 A stormwater assessment shall become delinquent if it is not paid within 30
467 days from the date any installment is due. The Town or its agent shall notify
468 any property owner who is delinquent in payment of his or her stormwater
469 assessment within 60 days from the date the stormwater assessment was
470 due. Such notice shall state in effect that the Town or its agent will initiate a
471 foreclosure action and cause the foreclosure of such property subject to a
472 delinquent stormwater assessment in a method now or hereafter provided by
473 law for foreclosure of mortgages on real estate, or otherwise as provided by
474 law.

475 (d) All costs, fees and expenses, including reasonable attorney fees and title
476 search expenses, related to any foreclosure action as described herein shall
477 be included in any judgment or decree rendered therein. At the sale pursuant
478 to decree in any such action, the Town may be the purchaser to the same
479 extent as an individual person or corporation. The Town may join in one
480 foreclosure action the collection of stormwater assessments against any or all
481 property assessed in accordance with the provisions hereof. All delinquent
482 property owners whose property is foreclosed shall be liable for an
483 apportioned amount of reasonable costs and expenses incurred by the Town
484 and its agents, including reasonable attorney fees, in collection of such
485 delinquent stormwater assessments and any other costs incurred by the
486 Town as a result of such delinquent stormwater assessments including, but
487 not limited to, costs paid for draws on a credit facility and the same shall be
488 collectible as a part of or in addition to, the costs of the action.

489 (e) In lieu of foreclosure, any delinquent stormwater assessment and the costs,
490 fees and expenses attributable thereto, may be collected pursuant to the
491 Uniform Assessment Collection Act; provided however, that:

492 (1) Notice is provided to the owner in the manner required by law and this
493 article, and

494 (2) Any existing lien of record on the affected parcel for the delinquent
495 stormwater assessment is supplanted by the lien resulting from
496 certification of the stormwater assessment roll to the tax collector.

497 **Sec. 50-122. Collection of stormwater assessments from government property.**

498 (a) Unless directed otherwise by the Town Council, the Town may provide
499 stormwater assessment bills by first class mail to the owner of each affected
500 parcel of government property. The bill or accompanying explanatory material
501 shall include:

502 (1) A brief explanation of the stormwater assessment;

503 (2) A description of the ESUs or other unit used to determine the amount
504 of the stormwater assessment;

505 (3) The number of ESUs (or other units used to calculate the amount of
506 the stormwater assessment) attributed to the parcel;

507 (4) The total amount of the parcel's stormwater assessment for the
508 appropriate period;

509 (5) The location at which payment will be accepted; and

510 (6) The date on which the stormwater assessment is due.

511 (b) A stormwater assessment shall become delinquent if it is not paid within 30 days
512 from the date any installment is due. The Town shall notify the owner of any
513 government property that is delinquent in payment of its stormwater assessment
514 within 60 days from the date the stormwater assessment was due. Such notice
515 shall state in effect that the Town will initiate a mandamus or other appropriate
516 judicial action to compel payment.

517 (c) All costs, fees and expenses, including reasonable attorney fees and title search
518 expenses, related to any mandamus or other action as described herein shall be
519 included in any judgment or decree rendered therein. All delinquent owners of

520 government property against which a mandamus or other appropriate action is
521 filed shall be liable for an apportioned amount of reasonable costs and expenses
522 incurred by the Town, including reasonable attorney fees, in collection of such
523 delinquent stormwater assessments and any other costs incurred by the Town as
524 a result of such delinquent stormwater assessments including, but not limited to,
525 costs paid for draws on a credit facility and the same shall be collectible as a part
526 of or in addition to, the costs of the action.

527 **Sec. 50-123. Revisions to stormwater assessments.**

528 If any stormwater assessment made under the provisions of this article is either
529 in whole or in part annulled, vacated or set aside by the judgment of any court, or if the
530 Town Council is satisfied that any such stormwater assessment is so irregular or
531 defective that the same cannot be enforced or collected, or if the Town Council has
532 failed to include any property on the stormwater assessment roll that should have been
533 so included, the Town Council may take all necessary steps to impose a new
534 stormwater assessment against any such property, following as nearly as may be
535 practicable, the provisions of this Article and in case such second stormwater
536 assessment is annulled, the Town Council may obtain and impose other stormwater
537 assessments until a valid stormwater assessment is imposed.

538 **Sec. 50-124. Procedural irregularities.**

539 Any irregularity in the proceedings in connection with the levy of any stormwater
540 assessment under the provisions of this article shall not affect the validity of the same
541 after the approval thereof, and any stormwater assessment as finally approved shall be
542 competent and sufficient evidence that such stormwater assessment was duly levied,
543 that the stormwater assessment was duly made and adopted, and that all other
544 proceedings adequate to such stormwater assessment were duly had, taken and
545 performed as required by this article; and no variance from the directions hereunder
546 shall be held material unless it be clearly shown that the party objecting was materially
547 injured thereby. Notwithstanding the provisions of this Section 50-124, any party
548 objecting to a stormwater assessment imposed pursuant to this Article must file an
549 objection with a court of competent jurisdiction within the time periods prescribed in
550 Section 50-118 of this Article.

551 **Sec. 50-125. Correction of errors and omissions.**

552 (a) No act of error or omission on the part of the Town Council, Town Manager,
553 property appraiser, tax collector, Town Clerk, or their respective deputies,
554 employees or designees, shall operate to release or discharge any obligation for
555 payment of any stormwater assessment imposed by the Town Council under the
556 provisions of this Article.

557 (b) The number of ESUs attributed to a parcel of property may be corrected at any
558 time by the Town Manager. Any such correction which reduces a stormwater
559 assessment shall be considered valid from the date on which the stormwater
560 assessment was imposed and shall in no way affect the enforcement of the
561 stormwater assessment imposed under the provisions of this Article. Any such
562 correction which increases a stormwater assessment or imposes a stormwater
563 assessment on omitted property shall first require notice to the affected owner in
564 the manner described in Section 50-115 hereof, providing the date, time and
565 place that the Town Council will consider confirming the correction and offering
566 the owner an opportunity to be heard.

567 (c) After the stormwater assessment roll has been delivered to the tax collector, any
568 changes, modifications or corrections thereto shall be made in accordance with
569 the procedures applicable to errors and insolvencies for ad valorem taxes.

570 **Section 50-126 Stormwater management program established.**

571 There is hereby created and established a stormwater management program,
572 which shall be the operational means of implementing and carrying out the functional
573 requirements of the stormwater management system. The stormwater management
574 program shall be responsible for the Town stormwater management system.

575 **Section 50-127 Stormwater management program enterprise fund.**

576 There shall be established a stormwater management program enterprise fund for
577 the deposit of all fees and charges collected pursuant to the stormwater management
578 program. These funds shall be for the exclusive use of the Town's stormwater
579 management program including, but not limited to, the following:

611 **PASSED ON FIRST READING** on the _____ day of _____, 2023, on a
612 motion made by _____ and seconded by _____.

613 **PASSED AND ADOPTED ON SECOND READING** this ___ day of _____, 2023,
614 on a motion made by _____ and seconded by _____. Upon being put to
615 a roll call vote, the vote was as follows:

616 Vice Mayor Kyle Cummings _____
617 Councilwoman Barbara Roberts _____
618 Councilwoman Megan Zemaitis _____
619 Councilwoman Bonnie Noble _____
620 Mayor Robert J. Howell _____

621
622
623
624
625 _____
626 ROBERT J. HOWELL
MAYOR

627 ATTEST:

628
629
630 _____
631 JOCILYN MARTINEZ
632 INTERIM TOWN CLERK

633
634
635 APPROVED AS TO FORM AND LEGAL SUFFICIENCY

636
637
638 _____
639 WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
640 TOWN ATTORNEY

641

Agenda Memo

To: Kenneth City Town Council

From: Town Manager

Date: 4/6/2023



Subject: Second and Final Reading of Ordinance 2023-661: Chapter 54

Summary:

Ordinance 2023-661 approves changes to Chapter 54.

Proposed Recommendation:

Motion to approve the Second and Final Reading of Ordinance 2023-661 is recommended.

32 as the traffic ordinance of the town, except as specifically amended or altered in this
33 chapter.

34 **Sec. 54-2. Penalties Definitions.**

35 ~~Any person who shall violate any of the provisions of this chapter for which a penalty is~~
36 ~~not otherwise specifically provided, shall be considered guilty of an infraction and subject~~
37 ~~to the penalty as provided for by F.S. chs. 316 and 318, or a civil penalty as provided for~~
38 ~~in the fine schedule set by resolution of the town council and in accordance with section~~
39 ~~1-15 of the this code.~~

40 The following words, terms and phrases, when used in this chapter, shall have the
41 meanings ascribed to them in this section, except where the context clearly indicates a
42 different meaning. The definitions in F.S. § 316.001 apply to this chapter.

43 Access aisle means an area beside or adjacent to a designated disabled parking
44 space, which is striped diagonally to designate it as a no-parking zone, and which is
45 reserved for the temporary exclusive use of persons who have disability parking permits
46 or license plates and who require extra space to deploy a mobile device, lift, or ramp in
47 order to exit from or enter a vehicle parked in an adjacent designated disabled parking
48 space.

49 Authorized vehicle means a vehicle that has been designated by a town, county,
50 state or other government as authorized to park within a reserved parking space, tow-
51 away zone.

52 Civil penalty means an amount of money imposed by this article for a violation,
53 which is deemed to be a parking infraction. A violation of this chapter shall result in a civil
54 penalty, which shall be punishable as provided for in the fine schedule set by resolution
55 of the town council and in accordance with section 1-15 of this code.

56 Clerk means Town Clerk for the Town of Kenneth City, Florida.

57 Crosswalk means:

58 (1) That part of a roadway at an intersection including within the connections of the
59 lateral lines of the sidewalks on opposite sides of the highway, measured from the curbs
60 or in the absence of curbs, from the edge of the traversable roadway.

61 (2) Any portion of a roadway at an intersection or elsewhere distinctly indicated for
62 pedestrian crossing by lines or other markings on the surface.

63 Designated disabled parking space means any parking space prominently outlined
64 with blue paint and posted with a permanent above-ground sign of a color and design
65 approved by the Florida Department of Transportation, which is placed on or at a distance
66 of 84 inches above the ground to the bottom of the sign, and which bears the international
67 symbol and the caption "PARKING BY DISABLED PERMIT ONLY."

68 Disabled person means any person who is currently certified to have any of the
69 disabilities listed in F.S. § 320.0848, or any amended or successor statutes; and who has

70 been issued a disabled parking permit or license plate pursuant to F.S. §§ 316.1954,
71 320.084, 320.0842, 320.0845, or 320.0848, or any amended or successor statute.

72 *Driveway* means a pathway on residential or commercial property which is
73 designed and intended to be used to park motor vehicles or other vehicles generally used
74 to travel on public roads or streets. For purposes of this section a driveway shall be
75 constructed of concrete, asphalt, rock pavers, or materials such as stone, rock, shale,
76 gravel, shell, or similar material which permeates water into the underlying natural surface
77 and which is properly contained to prevent the composition materials from being washed
78 away.

79 *Law enforcement officer or police officer* means a certified fulltime, part-time, or
80 auxiliary police officer of the Town of Kenneth City, or any other law enforcement agency.

81 *Local hearing officer* means the person(s) appointed by the town manager and
82 approved by the town council to serve as code enforcement special master (the "special
83 magistrate)." The special magistrate is hereby authorized to conduct hearings related to
84 a notice of violation issued pursuant to F.S. § 316.0083 and this article. The town
85 manager, if desired, may designate a specific special magistrate(s) to serve as the local
86 hearing officer.

87 *Lot line, property line, or property lot line* means the lines defining the boundaries
88 along the perimeter of a property, as set forth in a survey of record.

89 *Median strip* means that area lying in the middle of and dividing a street or right-
90 of-way in two halves or dividing two streets.

91 *Momentarily* means a length of time not to exceed 15 minutes, or such other length
92 of time as deemed reasonable under the circumstances by a law enforcement officer.

93 *Official traffic control device* means any sign, signal, marking or device placed or
94 erected by the town, county or by authority of any other public body or official having
95 jurisdiction for the purpose of regulation, warning, or guiding traffic or for regulating
96 parking areas located on property owned or leased by the town.

97 *Official traffic control signal* means any device, whether manually, electronically,
98 or mechanically operated, by which traffic is alternatively directed to stop and permitted
99 to proceed.

100 *Owner* means a person who holds the legal title to a vehicle, or, in the event a
101 vehicle is the subject of an agreement for the conditional sale or lease thereof with the
102 right of purchase upon performance of the conditions stated in the agreement and with
103 immediate right of possession vested in the conditional vendee or lessee, or in the event
104 a mortgagor of the vehicle is entitled to possession, then such conditional vendee or
105 lessee, or mortgagor shall be deemed the owner, for purposes of this article.

106 Park or parking means the standing of a vehicle, whether occupied or not,
107 otherwise than temporarily, for the purpose of and while actually engaged in loading or
108 unloading merchandise or passengers as may be permitted by law or under this article.

109 Parking enforcement specialist means a person employed or appointed by the
110 police department to enforce parking regulations who has successfully completed a
111 training program established and approved by the criminal justice standards and training
112 commission for parking enforcement specialists.

113 Parking ticket means an official form used by a law enforcement officer, or parking
114 enforcement specialist to notify the owner of a vehicle that said vehicle is parked, stopped,
115 or standing in violation of the provisions of this article.

116 Parkway means that area lying between a residential property line and the edge
117 of pavement, inclusive of sidewalks and curbing.

118 Person means any natural person, firm, partnership, association, or corporation.

119 Prohibited vehicles and equipment means and includes, but shall not be limited to,
120 any individual truck, trailer or stretched or extended automobile or sport utility vehicle in
121 excess of 23 feet, or any semi-trailer, tractor trailer combination, or truck tractor as defined
122 in F.S. 320.01(11), or any step van, cube van, box truck, flatbed truck, tow truck, wrecker,
123 moving van, bus, or any construction, landscaping, or land clearing equipment. The term
124 also includes any vehicle used as a platform for a derrick, hoist, crane, compressor, tanks,
125 or similar equipment, or as a means of transporting or storing a prohibited vehicle.
126 "Construction, landscaping, or land clearing equipment," as used in this section shall
127 include, but not be limited to, any front loader, bull dozer, dragline, crane, or similar
128 vehicle, or any tar pot, concrete mixer, trencher, stump grinder, brush shredder, debris
129 trailer, or similar equipment designed to be towed behind a motorized vehicle.

130 Recreational vehicle means or shall otherwise include a vehicle with or without
131 motor power, which is designed for sport or recreational use, or which is designed for
132 human occupancy on an intermittent basis. Recreational vehicles are divided into three
133 categories: motor homes having a gross vehicle weight in excess of 10,000 pounds,
134 boats, and accessory recreational vehicles.

135 Reserved parking space, tow-away zone means a parking area located on
136 property owned or leased by the town which has been designated as "reserved parking
137 space, tow-away zone" under procedures established by the chief of police from which
138 an unauthorized vehicle may be removed at the owner's expense.

139 Roadway means that portion of a highway or road improved, designated, or
140 ordinarily used for vehicular travel, exclusive of the berm or shoulder. In the event a
141 highway or road includes two or more separate roadways the term "roadway" as used
142 herein shall refer to any such roadway separately, but not to all such roadways
143 collectively.

144 Sidewalk means that portion of a roadway between the curb line or the lateral line,
145 of a roadway and the adjacent property lines, intended for use by pedestrians.

146 Stop, stopping, stand or standing means the halting of a vehicle, even
147 momentarily, whether occupied or not, other than temporarily, for the purpose of, and
148 while actually engaged in, receiving or discharging passengers, when necessary to avoid
149 conflict with other traffic, or to comply with the directions of a law enforcement or official
150 traffic control device or signal, as may be permitted by law or under this article.

151 Street or highway means the entire width between the boundary lines of every way
152 or place of whatever nature when any part thereof is open to the use of the public for
153 purposes of vehicular traffic.

154 Town means the Town of Kenneth City, Florida.

155 Town manager or manager means the Town Manager of the Town of Kenneth
156 City, Florida, who serves as the chief administrative officer of the town.

157 Unauthorized vehicle means a vehicle, which has not been designated by the
158 town, county, state, or other government as authorized to park within a reserved parking
159 space, tow-away zone pursuant to procedures established by the chief of police.

160 Vehicle means any device in, upon, or by which any person or property is or may
161 be transported or drawn upon a roadway, except devices moved by human power or used
162 exclusively upon stationary rails or tracks.

163 **Sec. 54-2. Authority.**

164 It is the duty of the officers of the police department, or such officers as are
165 assigned by the chief of police, to enforce all traffic ordinances of this Town. Nonmoving
166 violations shall also be enforced by parking enforcement specialists under the supervision
167 of the Town Manager or designee.

168 **Sec. 54-3. Appeals procedures; rights and remedies; supplemental provisions.**

169 (a) The law enforcement officer or parking enforcement specialist may issue a parking
170 citation to the vehicle as provided herein, and as this chapter may be amended
171 from time to time. The notice shall inform the vehicle owner of the nature of the
172 violation, amount of fine for which the vehicle owner may be liable, instructions and
173 due date for paying the fine, notice that the citation may be appealed by requesting
174 an administrative hearing within 20 days after service of the citation, and that
175 failure to appeal the citation within the 20 days shall constitute an admission of the
176 violation and a waiver of the right to a hearing.

177 (b) A vehicle owner who has been served with a notice of violation shall elect either
178 to:

- 179 1. Pay the civil penalty in the manner indicated on the citation; or
- 180 2. Request an administrative hearing before a hearing officer to appeal the
181 citation.

- 182 (c) An appeal for an administrative hearing shall be accomplished by filing a request
183 in the manner indicated on the citation, not later than 20 days after the service of
184 notice.
- 185 (d) A vehicle owner that has been through the administrative hearing process,
186 subsequent to a parking citation, may appeal the final ruling and decisions of the
187 hearing officer of the Town, to the circuit of the 6th Judicial Circuit of Pinellas
188 County, Florida, within 30 days of the date of the final order being appealed. The
189 Town may charge the appellant a reasonable fee for preparation of the record for
190 purposes of making the appeal.

191 **Sec. 54-4. Penalties.**

192 Any person who shall violate any of the provisions of this chapter for which a penalty
193 is not otherwise specifically provided, shall be considered guilty of an infraction and
194 subject to the penalty as provided for by F.S. chs. 316 and 318, or a civil penalty as
195 provided for in the fine schedule set by resolution of the town council and in accordance
196 with section 1-15 of ~~the~~ this code.

- 197 (a) It shall be the duty of law enforcement officers or parking enforcement specialists
198 of the Town, acting in accordance with instructions issued by the Town Manager
199 or designee, to issue citations for violations of this division that include the following
200 information:
- 201 1. The location of the vehicle.
 - 202 2. The state and license number of such vehicle.
 - 203 3. The date and time at which such vehicle was found parked in violation
204 of any of the provisions of this division.
 - 205 4. Any other facts, acknowledgement of which is necessary to a thorough
206 understanding of the circumstances attending such violation.
- 207 (b) Each law enforcement officer or parking enforcement specialist shall also attach
208 to such vehicle a notice to the owner thereof that such vehicle has been parked in
209 violation of a provision of this division.
- 210 (c) The Town manager or designee may in their sole discretion administratively void
211 a parking violation upon a showing of good cause. Good cause may include, but
212 is not limited to, medical emergency, mechanical breakdown, or vehicle exemption.
- 213 (d) A law enforcement officer or parking enforcement specialist who discovers a
214 violation, which authorizes a vehicle to be towed from the street or right-of-way, is
215 hereby authorized to issue a parking ticket and to have the vehicle towed by a
216 person regularly engaged in the business of transporting vehicles by wrecker or
217 tow truck to recover, remove and store the unauthorized vehicle. Such vehicle shall
218 be removed, transported and stored in such manner as to comply with all statutory
219 requirements, allowing for a lien to attach upon the vehicle for towing,
220 transportation and storage fees pursuant to F.S. § 713.78, or amended or
221 successor statutes.

222

223 **Secs. 54-5—54-35. Reserved.**

224

225 **ARTICLE II. SPEED LIMITS-PARKING, STANDING AND STOPPING.**

226

227 **DIVISION 1. GENERALLY**

228 **Sec. 54-36. Speed limits. Establishment of residential speed zones, posting,**
229 **enforcement.**

230 ~~In accordance with the uniform traffic law adopted in section 54-1, the speed limits shall~~
231 ~~align with those prescribed and posted by the Florida Department of Transportation and~~
232 ~~the county, as within their respective jurisdictions. The town manager is authorized to~~
233 ~~modify speed limits on roadways within the town's jurisdiction when in his or her judgment~~
234 ~~a speed limit should be increased or reduced without harm to the public. In such cases~~
235 ~~appropriate speed limit signs shall be erected in order to give notice thereof. Absent a~~
236 ~~posting, local roads and collector roads shall abide by the Florida Department of~~
237 ~~Transportation and Institute of Transportation Engineer Standards.~~

238 (a) Residential speed limit. The maximum speed on all local residential roads
239 within the Town shall be 25 miles per hour, unless otherwise posted.

240 (b) Posting of speed limits. All speed zones shall be posted with clearly legible
241 signs. All signs which limit or establish a speed limit shall be so placed and so painted so
242 as to be plainly visible and legible in daylight or in darkness when illuminated by
243 headlights.

244 (c) Penalty. Pursuant to F.S. § 316.189, violation of the speed limits established
245 pursuant to this section shall be cited as a moving violation, punishable as provided in
246 F.S. ch. 318.

247

248 **Secs. 54-37—54-109. Reserved.**

249

250 **DIVISION 2. PARKING, STANDING AND STOPPING**

251 ~~Sec. 54-110. Definitions.~~

252 ~~[The following words, terms, and phrases, when used in this division, shall have the~~
253 ~~meanings ascribed to them in this section, except where the context clearly indicates a~~
254 ~~different meaning:]~~

255 ~~Access aisle means an area beside or adjacent to a designated disabled parking space,~~
256 ~~which is striped diagonally to designate it as a no-parking zone, and which is reserved for~~

257 ~~the temporary exclusive use of persons who have disability parking permits or license~~
258 ~~plates and who require extra space to deploy a mobile device, lift, or ramp in order to exit~~
259 ~~from or enter a vehicle parked in an adjacent designated disabled parking space.~~

260 ~~Authorized vehicle means a vehicle that has been designated by a town, county, state or~~
261 ~~other government as authorized to park within a reserved parking space, tow-away zone.~~

262 ~~Civil penalty means an amount of money imposed by this article for a violation, which is~~
263 ~~deemed to be a parking infraction. A violation of this chapter shall result in a civil penalty,~~
264 ~~which shall be punishable as provided for in the fine schedule set by resolution of the~~
265 ~~town council and in accordance with section 1-15 of the this code.~~

266 ~~Clerk means Town Clerk for the Town of Kenneth City, Florida.~~

267 ~~Crosswalk means:~~

268 ~~(1) — That part of a roadway at an intersection including within the connections of the~~
269 ~~lateral lines of the sidewalks on opposite sides of the highway, measured from the curbs~~
270 ~~or in the absence of curbs, from the edge of the traversable roadway.~~

271 ~~(2) — Any portion of a roadway at an intersection or elsewhere distinctly indicated for~~
272 ~~pedestrian crossing by lines or other markings on the surface.~~

273 ~~Designated disabled parking space means any parking space prominently outlined with~~
274 ~~blue paint and posted with a permanent above-ground sign of a color and design~~
275 ~~approved by the Florida Department of Transportation, which is placed on or at a distance~~
276 ~~of 84 inches above the ground to the bottom of the sign, and which bears the international~~
277 ~~symbol and the caption "PARKING BY DISABLED PERMIT ONLY."~~

278 ~~Disabled person means any person who is currently certified to have any of the disabilities~~
279 ~~listed in F.S. § 320.0848, or any amended or successor statutes; and who has been~~
280 ~~issued a disabled parking permit or license plate pursuant to F.S. §§ 316.1954, 320.084,~~
281 ~~320.0842, 320.0845, or 320.0848, or any amended or successor statute.~~

282 ~~Driveway means a pathway on residential or commercial property which is designed and~~
283 ~~intended to be used to park motor vehicles or other vehicles generally used to travel on~~
284 ~~public roads or streets. For purposes of this section a driveway shall be constructed of~~
285 ~~concrete, asphalt, rock pavers, or materials such as stone, rock, shale, gravel, shell, or~~
286 ~~similar material which permeates water into the underlying natural surface and which is~~
287 ~~properly contained to prevent the composition materials from being washed away.~~

288 ~~Law enforcement officer or police officer means a certified fulltime, part time, or auxiliary~~
289 ~~police officer of the Town of Kenneth City, or any other law enforcement agency.~~

290 ~~Lot line, property line, or property lot line means the lines defining the boundaries along~~
291 ~~the perimeter of a property, as set forth in a survey of record.~~

292 ~~Median strip means that area lying in the middle of and dividing a street or right-of-way in~~
293 ~~two halves or dividing two streets.~~

294 ~~Momentarily means a length of time not to exceed 15 minutes, or such other length of~~
295 ~~time as deemed reasonable under the circumstances by a law enforcement officer.~~

296 ~~Official traffic control device means any sign, signal, marking or device placed or erected~~
297 ~~by the town, county or by authority of any other public body or official having jurisdiction~~
298 ~~for the purpose of regulation, warning, or guiding traffic or for regulating parking areas~~
299 ~~located on property owned or leased by the town.~~

300 ~~Official traffic control signal means any device, whether manually, electronically, or~~
301 ~~mechanically operated, by which traffic is alternatively directed to stop and permitted to~~
302 ~~proceed.~~

303 ~~Owner means a person who holds the legal title to a vehicle, or, in the event a vehicle is~~
304 ~~the subject of an agreement for the conditional sale or lease thereof with the right of~~
305 ~~purchase upon performance of the conditions stated in the agreement and with immediate~~
306 ~~right of possession vested in the conditional vendee or lessee, or in the event a mortgagor~~
307 ~~of the vehicle is entitled to possession, then such conditional vendee or lessee, or~~
308 ~~mortgagor shall be deemed the owner, for purposes of this article.~~

309 ~~Park or parking means the standing of a vehicle, whether occupied or not, otherwise than~~
310 ~~temporarily, for the purpose of and while actually engaged in loading or unloading~~
311 ~~merchandise or passengers as may be permitted by law or under this article.~~

312 ~~Parking enforcement specialist means a person employed or appointed by the police~~
313 ~~department to enforce parking regulations who has successfully completed a training~~
314 ~~program established and approved by the criminal justice standards and training~~
315 ~~commission for parking enforcement specialists.~~

316 ~~Parking ticket means an official form used by a law enforcement officer, or parking~~
317 ~~enforcement specialist to notify the owner of a vehicle that said vehicle is parked, stopped,~~
318 ~~or standing in violation of the provisions of this article.~~

319 ~~Parkway means that area lying between a residential property line and the edge of~~
320 ~~pavement, inclusive of sidewalks and curbing.~~

321 ~~Person means any natural person, firm, partnership, association, or corporation.~~

322 ~~Prohibited vehicles and equipment means and includes, but shall not be limited to, any~~
323 ~~individual truck, trailer or stretched or extended automobile or sport utility vehicle in~~
324 ~~excess of 23 feet, or any semi-trailer, tractor trailer combination, or truck tractor as defined~~
325 ~~in F.S. 320.01(11), or any step van, cube van, box truck, flatbed truck, tow truck, wrecker,~~
326 ~~moving van, bus, or any construction, landscaping, or land clearing equipment. The term~~
327 ~~also includes any vehicle used as a platform for a derrick, hoist, crane, compressor, tanks,~~
328 ~~or similar equipment, or as a means of transporting or storing a prohibited vehicle.~~
329 ~~"Construction, landscaping, or land clearing equipment," as used in this section shall~~
330 ~~include, but not be limited to, any front loader, bull dozer, dragline, crane, or similar~~

331 ~~vehicle, or any tar pot, concrete mixer, trencher, stump grinder, brush shredder, debris~~
332 ~~trailer, or similar equipment designed to be towed behind a motorized vehicle.~~

333 ~~Reserved parking space, tow-away zone means a parking area located on property~~
334 ~~owned or leased by the town which has been designated as "reserved parking space,~~
335 ~~tow-away zone" under procedures established by the chief of police from which an~~
336 ~~unauthorized vehicle may be removed at the owner's expense.~~

337 ~~Roadway means that portion of a highway or road improved, designated, or ordinarily~~
338 ~~used for vehicular travel, exclusive of the berm or shoulder. In the event a highway or~~
339 ~~road includes two or more separate roadways the term "roadway" as used herein shall~~
340 ~~refer to any such roadway separately, but not to all such roadways collectively.~~

341 ~~Sidewalk means that portion of a roadway between the curb line or the lateral line, of a~~
342 ~~roadway and the adjacent property lines, intended for use by pedestrians.~~

343 ~~Stop, stopping, stand or standing means the halting of a vehicle, even momentarily,~~
344 ~~whether occupied or not, other than temporarily, for the purpose of, and while actually~~
345 ~~engaged in, receiving or discharging passengers, when necessary to avoid conflict with~~
346 ~~other traffic, or to comply with the directions of a law enforcement or official traffic control~~
347 ~~device or signal, as may be permitted by law or under this article.~~

348 ~~Street or highway means the entire width between the boundary lines of every way or~~
349 ~~place of whatever nature when any part thereof is open to the use of the public for~~
350 ~~purposes of vehicular traffic.~~

351 ~~Town means the Town of Kenneth City, Florida.~~

352 ~~Town manager or manager means the Town Manager of the Town of Kenneth City,~~
353 ~~Florida, who serves as the chief administrative officer of the town.~~

354 ~~Unauthorized vehicle means a vehicle, which has not been designated by the town,~~
355 ~~county, state, or other government as authorized to park within a reserved parking space,~~
356 ~~tow-away zone pursuant to procedures established by the chief of police.~~

357 ~~Vehicle means any device in, upon, or by which any person or property is or may be~~
358 ~~transported or drawn upon a roadway, except devices moved by human power or used~~
359 ~~exclusively upon stationary rails or tracks.~~

360 **Sec. 54-111. Sec. 54-110. Stopping, standing, and parking in specified locations.**

361 Within the incorporated limits of the town, except when necessary to avoid conflict with
362 other traffic, or in compliance with law or the directions of a police or law
363 enforcement officer or official traffic control device, no person shall:

364 (1) Stop, stand, or park a vehicle:

365 a. On a sidewalk;

366 b. Within an intersection;

- 367 c. On a crosswalk;
- 368 d. Between a safety zone and the adjacent curb;
- 369 e. Alongside or opposite any street excavation or construction when
- 370 stopping, standing, or parking would obstruct traffic;
- 371 f. On any bridge or other elevated structure upon a roadway;
- 372 g. On any vacant lot unless the owner of the vehicle has the expressed
- 373 permission from the owner of the property;
- 374 h. On a bicycle path;
- 375 i. At any place where an official traffic control device or posted signage
- 376 prohibits stopping or parking, unless for a specified or designated event
- 377 approved by the town manager, or his or her designee;
- 378 j. On the grass or soil in the front or side yard of a residential property; or
- 379 k. On the roadway in front of a residential property, when displaced by a
- 380 recreational vehicle as defined in this chapter, occupying the space in
- 381 the driveway apportioned for requisite vehicle parking.
- 382 (2) Stand or park a vehicle, whether occupied or not, except momentarily, to pick
- 383 up or discharge a passenger or passengers in any of the following locations:
- 384 a. In front of or directly opposite a public or private driveway;
- 385 b. In front of a mailbox;
- 386 c. Within 15 feet of a fire hydrant;
- 387 d. Within 20 feet of a crosswalk at an intersection;
- 388 e. Within 30 feet upon the approach to any flashing signal, stop sign, or
- 389 official traffic control signal located at the side of a roadway;
- 390 f. On an exclusive bicycle lane;
- 391 g. On any median strip or parkway; or
- 392 h. At any place where an official traffic control device or posted signage
- 393 prohibits stopping or parking, unless for a specified or designated event
- 394 approved by the town manager, or his or her designee.
- 395 (3) Parking is permitted in the roadway of the town's residential districts, unless
- 396 otherwise posted by signage authorized by the town manager or his or her
- 397 designee. Except as otherwise provided in this article, every vehicle stopped
- 398 or parked upon a two-way roadway shall be stopped or parked with the right-
- 399 hand wheels parallel to and within 12 inches of the right-hand curb or edge
- 400 of the roadway.
- 401 (4) No person shall park any vehicle upon a public highway, roadway, or street,
- 402 upon a public or private parking lot, or upon private property for the principal
- 403 purpose of displaying the vehicle for sale. Nothing in this section shall prohibit
- 404 a person from parking his or her own vehicle on any real property, which the

405 person owns for the principal purpose of sale of the vehicle. Any vehicle
406 parked in violation of this section 24 hours after a previous violation and
407 written notice shall be subject to removal of the vehicle at the owner's
408 expense.

409 (5) No person shall permit any real property, whether improved or unimproved,
410 to be used for the purpose of the public parking of vehicles, recreational
411 vehicles, boats, or utility trailers for which any form of compensation is paid
412 or promised for such parking.

413 (6) Parking of trailers accommodating tools, equipment, or materials actually
414 used in connection with the construction of a structure for which building
415 permits have been issued by the building official shall be permitted; provided
416 that any such trailer shall be immediately removed upon the substantial
417 completion of such structure.

418 **~~Sec. 54-112.~~ Sec. 54-111. All-night parking prohibited in certain areas.**

419 There shall be no privately-owned vehicle parked overnight on the town's property,
420 without written approval by the town manager or his or her designee.

421 **~~Sec. 54-113.~~ Sec. 54-112. Parking regulations concerning vehicle size and
422 condition.**

423 (a) It shall be unlawful for any person or persons to park a trailer (nonrecreational),
424 tractor, semitrailer, tractor-trailer combination, or any other vehicle that does not
425 otherwise meet the definition of vehicle or recreation vehicle as defined in this
426 chapter, on any public right-of-way within the town or in the front, ~~side and rear~~
427 yard of the premises in the town zoned residential (single- and multiple-family
428 dwelling districts), regardless of surface, except for such periods of time as may
429 be reasonably necessary for loading, unloading, or providing services at the
430 premises where parked. Any tractor, tractor-trailer, semitrailer, or any other
431 vehicle in a side or rear yard shall be reasonably screened and shielded from
432 public view from the street and adjacent side yards. Any structure used to screen
433 and shield any vehicles shall be maintained in a clean and attractive condition
434 without signs of wear and damage and shall not exceed six (6) feet in height as
435 measured from ground level to the highest point of the screening material. A
436 property owner shall be permitted to use plants, trees, bushes and other natural
437 vegetation to shield and screen vehicles and there is no restriction as to the height
438 of the plants, trees, bushes and other natural vegetative used for this screening.
439 Further, any tractor or tractor-trailer combination shall not be parked on any
440 commercial property overnight, with the exception of garages or service stations
441 where repairs are being made which may require such vehicle to be held
442 overnight, or duly licensed and established rental companies who rent out such
443 equipment as part of their established business. Prohibited vehicles or equipment
444 may only park at or on residentially zoned premises for the limited purpose of
445 delivering or receiving goods and services at a specific residence.

- 446 (b) By itself, a single vehicle shall be 23 feet or less in length, and less than 10,000
447 pounds in overall weight, and shall park on residentially zoned premises in a
448 manner consistent with the restrictions otherwise specified in this chapter.
- 449 (c) No recreational vehicle parked on a residential property, to extend beyond the
450 shall exceed 30 feet in its rated or model length. Under no circumstances shall a
451 recreational vehicle parked on a residential property extend beyond an approved
452 parking surface and into the adjacent ~~roadway~~ sidewalk or within two (2) feet of
453 the roadway.
- 454 (d) No prohibited vehicle, as defined in this chapter, shall be stored, or parked on any
455 side, front or front driveway or rear of a residential lot.
- 456 (e) Any vehicle shall not exceed 13 feet in height as measured from the ground level
457 to the highest point. Notwithstanding the foregoing, any person electing to screen
458 the vehicle pursuant to this section shall be required to comply with any and all of
459 the applicable town's ordinances, including but not limited to the any building,
460 setback or permitting requirements.

461 **Sec. 54-114. Sec. 54-113. Parking space for certain disabled persons.**

- 462 (a) Pursuant to F.S. § 316.1955, or any amended or successor statute, no person
463 shall, stop, stand, or park any vehicle in, or obstruct, any designated disabled
464 parking space on public property, unless such vehicle displays a disabled parking
465 permit or a license plate issued pursuant to F.S. §§ 316.1954, 320.084, 320.0842,
466 320.0843, 320.0845, or 320.0848, or any amended or successor statutes, and
467 such vehicle is transporting the person to whom the display permit is issued.
- 468 (b) Any person who is chauffeuring a person who has a disability is allowed, without
469 the need for a disabled parking permit or a special license plate, to stand
470 temporarily in any such parking space, for the purpose of loading or unloading the
471 person who has a disability.

472 **Sec. 54-114. Moving and impounding of illegally parked vehicles.**

- 473 (a) Whenever any law enforcement officer finds a vehicle standing upon a street or
474 alley in violation of any of the provisions of this Code, such officer is hereby
475 authorized to move such vehicle, or require the driver or person in charge of the
476 vehicle to move the same, to a position off the paved or improved or main-traveled
477 part of such street or alley.
- 478 (b) Whenever any law enforcement officer finds a vehicle unattended upon any street,
479 bridge or causeway or in any tunnel within the city, where such vehicle constitutes
480 an obstruction to traffic, such officer is hereby authorized to provide for the removal
481 of such vehicle in accordance with this Code and the laws of the state.

482

483 **Sec. 54-115. Sec. 54-115. Civil penalties.**

- 484 (a) Any person who parks, stops, or stands a vehicle in violation of this article shall be
485 guilty of a noncriminal violation and shall be assessed a civil penalty and fees as

486 set forth in the fine schedule set by resolution of the town council and in
487 accordance with section 1-15 of the this code.

488 (b) Each day any violation occurs or continues shall be a separate offense.

489 ~~Sec. 54-116. Enforcement.~~

490 ~~(a) — A law enforcement officer or parking enforcement specialist who discovers a~~
491 ~~vehicle parked in violation of this article shall issue a parking ticket on a form approved~~
492 ~~by the chief of police and shall attach such ticket to the vehicle in a conspicuous place.~~
493 ~~Any person who is issued a parking ticket is deemed to be charged with a civil penalty~~
494 ~~and shall comply with the direction on the parking ticket.~~

495 ~~(b) — The law enforcement officer or parking enforcement specialist shall determine the~~
496 ~~registered owner of the vehicle for which a parking ticket has been issued and shall~~
497 ~~complete the parking ticket form. The original of the parking ticket form shall be forwarded~~
498 ~~to the town clerk within five days from the date of the issuance of the parking ticket.~~

499 ~~(c) — A law enforcement officer or parking enforcement specialist who discovers a~~
500 ~~vehicle parked in violation of this article, which authorizes a vehicle to be towed from the~~
501 ~~street or right-of-way, is hereby authorized to issue a parking ticket and to have the vehicle~~
502 ~~towed by a person regularly engaged in the business of transporting vehicles by wrecker~~
503 ~~or tow truck to recover, remove and store the unauthorized vehicle. Such vehicle shall be~~
504 ~~removed, transported and stored in such manner as to comply with all statutory~~
505 ~~requirements, allowing for a lien to attach upon the vehicle for towing, transportation and~~
506 ~~storage fees pursuant to F.S. § 713.78, or amended or successor statutes.~~

507 ~~Sec. 54-117. Sec. 54-116. Special event and temporary use parking permits.~~

508 (a) Any person or organization holding a special event within the municipal limits of
509 the Town of Kenneth City and desiring a temporary exemption to the provisions
510 contained herein may apply for a special event or temporary use parking permit.

511 (b) The application for a special events or temporary use parking permit shall be
512 submitted to the town at least 30 days prior to the event for which the parking
513 exemptions are requested, unless a shorter period is approved by ~~town hall~~the
514 Town Manager or designee. The application should contain the following:

- 515 1. The name and contact information of the individual or entity responsible for
516 the event.
- 517 2. A description of the nature of the event.
- 518 3. The expected duration and specific location of the event.
- 519 4. The expected number of attendees for the event.
- 520 5. A description of the area for which the parking permit exemption is
521 requested.
- 522 6. The specific sections of the ordinance for which a special event or
523 temporary use permit is requested.

- 524 (c) The application for a special event or temporary use parking permit shall be
525 submitted to ~~town hall~~ the Town Manager or designee for review and approval.
526 The application will be evaluated based on the following criteria:
- 527 1. That the proposed special event or temporary use parking permit will not
528 unreasonably interfere with or detract from the general public's ability to
529 traverse the streets within the Town of Kenneth City;
 - 530 2. The proposed special event or temporary use parking permit will not
531 unreasonably interfere or detract from the promotion of the public health,
532 safety, and welfare as it relates to travel on the affected street(s);
 - 533 3. That the proposed special event or temporary use parking permit will not
534 entail extraordinary or burdensome expense or police operation by the
535 town;
 - 536 4. That the requested special event parking permit or temporary use parking
537 permit does not coincide with any other special event permit issued or
538 requested of the town;
 - 539 5. The individual or entity has not received more than two such permits within
540 the past 12 months; and
 - 541 6. Whether the proposed special event will require the use, employment, or
542 additional resources of town staff.
- 543 (d) Within ten days or as soon as is practicable after the receipt of the application,
544 the town shall inform the applicant in writing of the decision to grant or deny a
545 parking permit. When a parking permit is issued it will contain the following
546 information:
- 547 1. The period of time for which the exemption shall be in effect;
 - 548 2. The specific parking provisions of the parking ordinance which shall be
549 suspended during the duration of the event;
 - 550 3. The specific areas where the permit exemption will apply; and
 - 551 4. Any other conditions the town deems reasonable to effectuate the permit
552 in order to protect the public health, safety, and welfare.
- 553 (e) In the event of a denial, the notification shall include the specific reason for such
554 denial based on the criteria listed above. Any aggrieved person shall have the
555 right to appeal the decision to the town council by filing written notice thereof with
556 the town clerk within ten business days of the date of the notification received
557 from the town. At its subsequent regularly scheduled meeting, the town council
558 shall decide whether or not to grant the permit. The town council shall apply the
559 same standards listed above, and the decision of the town council shall be final.
- 560 (f) Only those rules and regulations specified in the notification of the permit shall be
561 exempted during the duration of the permit.
- 562 (g) The town manager shall have the authority to revoke a permit upon a finding of
563 violation with any rule or ordinance or upon good cause shown. The permit holder
564 may appeal such revocation to the town council in accordance with the
565 procedures for appealing a permit denial, and the town council shall have the
566 same powers as in the case of a permit denial.

567 **Secs. 54-117—54-170. Reserved.**

568 **ARTICLE III. VEHICLES**

569

570 **DIVISION 1. PARKING AND STORAGE OF RECREATIONAL VEHICLES**

571

572 ~~Sec. 54-171. Definitions.~~

573 ~~The following words, terms, and phrases, when used in this division, shall have the~~
574 ~~meanings ascribed to them in this section, except where the context clearly indicates a~~
575 ~~different meaning:~~

576 ~~Recreational vehicle means or shall otherwise include:~~

577 ~~(1) — A transportation facility, either self-propelled or designed to be towed by a~~
578 ~~passenger car or other vehicle, and one that is primarily designed or constructed to~~
579 ~~provide movable temporary living quarters for recreational purposes, such as travel and~~
580 ~~camping purposes and for the purpose of carrying miscellaneous personal equipment and~~
581 ~~a vehicle which is not used primarily for commercial and business purposes. Further,~~
582 ~~recreational vehicles may consist of trailers, trailer coaches, camping trailers, motor~~
583 ~~homes, pickup (slide-in) campers, chassis mounts, converted vans, chopped vans,~~
584 ~~minimotor homes, fifth-wheel trailers designed as a recreational vehicle (not designed for~~
585 ~~commercial purposes), boats, boat trailers (with or without a mounted boat), and truck~~
586 ~~caps.~~

587 ~~(2) — Trailers, trailer coaches, and fifth-wheel trailers with integral wheels to make them~~
588 ~~mobile and which are intended to be towed by passenger cars, station wagons or pickup~~
589 ~~trucks or panel trucks or similar vehicles shall be considered recreational vehicles;~~
590 ~~however, truck trailers of any type shall not be considered as recreational vehicles.~~

591 ~~(3) — A camping trailer which is a type of trailer or trailer coach whereby the walls are so~~
592 ~~constructed as to be collapsible and usually made out of either canvas or similar cloth or~~
593 ~~some other form of rigid material, such as fiberglass, plastic or metal, the walls of which~~
594 ~~are collapsed while the vehicle is being towed, and which are raised or unfolded when~~
595 ~~the vehicle becomes a temporary living facility and when it is not being moved.~~

596 ~~(4) — A pickup (slide-in) camper and truck caps. Such vehicles are designed generally~~
597 ~~to be mounted temporarily or permanently in the bed of a truck, with the truck having~~
598 ~~either a single or double rear wheels, either with or without an extra vehicle license tag,~~
599 ~~the wheels of which may be mounted either on the camper chassis or the truck chassis,~~
600 ~~which campers are capable of being readily demounted from the truck bed.~~

601 ~~(5) — Chassis mounts, motor homes, and minimotor homes, which are constructed~~
602 ~~integrally with a truck or motor van chassis and incapable of being separated therefrom.~~
603 ~~The truck or motor van chassis may have either single or double rear wheels.~~

604 ~~(6) — Converted and chopped vans which are created by altering or changing an existing~~
605 ~~auto van to convert it into a recreational vehicle.~~

606 ~~(7) — Boat trailers on which a boat may be transported and which is generally towed by~~
607 ~~a passenger car, station wagon, pickup truck, or a mobile recreational facility as defined~~
608 ~~in this section.~~

609 ~~(8) — Unmounted boats or other aquatic vehicles, whether motorized or human-~~
610 ~~propelled which have been removed from a trailer or other vehicle.~~

611 **~~Sec. 54-172. Sec. 54-171. Prohibited parking and storage of recreational vehicles.~~**

612 (a) All recreational vehicles, whether individually or in combination with a vehicle shall
613 be parked in a driveway, as defined in section ~~54-110~~ 54-2 of this code. No parking,
614 displaying, or storing of recreational vehicles, shall be permitted on any grass
615 surface or other unpaved area zoned for any use. Parking within the public right-
616 of-way adjacent to any home shall be prohibited.

617 (b) It shall be unlawful to expand an existing driveway for the purpose of parking,
618 displaying, or storing a recreational vehicle without first securing a permit.

619 (c) All vehicles and recreational vehicles, whether separate or combined, shall be
620 parked perpendicular to the frontage of the adjacent residence or building
621 connecting to the driveway.

622 (d) Whether individually or in combination with a vehicle, the number of recreational
623 vehicles permissible within any driveway shall be limited to one unit.

624 **~~Sec. 54-173. Sec. 54-172. Prohibited parking and storage; exceptions.~~**

625 It shall be unlawful for any person, corporation, or other entity to park or store any
626 recreational vehicle on any lot or parcel of land which is zoned for residential purposes,
627 that is, for either single or multiple residence; provided, however, that such recreational
628 vehicles may be parked or stored under the following conditions:

629 1) Recreational vehicles may be stored, parked, or placed within any enclosed
630 building or structure which conforms to the then-existing building ordinances of the
631 town.

632 (2) Recreational vehicles may be placed on any lot or parcel within a residential zone,
633 that is, in the rear of any such building or structure so long as the vehicle is reasonably
634 screened and shielded from public view from the street and adjacent properties. Any
635 structure used to screen and shield any vehicles shall be maintained in a clean and
636 attractive condition without signs of wear and damage and shall not exceed six (6)
637 feet in height as measured from ground level to the highest point of the screening
638 material. A property owner shall be permitted to use plants, trees, bushes and other
639 natural vegetation to shield and screen vehicles and there is no restriction as to the
640 height of the plants, trees, bushes and other natural vegetative used for this
641 screening. Notwithstanding the foregoing, any person electing to screen the vehicle
642 pursuant to this section shall be required to comply with any and all of the applicable

643 Town's ordinances, including but not limited to the any building, setback or permitting
644 requirements.

645 (3) Recreational vehicles may be placed on a permitted driveway in the frontage of a
646 property or on the side of a building or structure on a driveway in a residential zone-
647 and shall be reasonably screened and shielded from public view from the street and
648 adjacent side yards. Any structure used to screen and shield any vehicles shall be
649 maintained in a clean and attractive condition without signs of wear and damage and
650 shall not exceed six (6) feet in height as measured from ground level to the highest
651 point of the screening material. A property owner shall be permitted to use plants,
652 trees, bushes and other natural vegetation to shield and screen vehicles and there is
653 no restriction as to the height of the plants, trees, bushes and other natural vegetative
654 used for this screening. Notwithstanding the foregoing, any person electing to screen
655 the vehicle pursuant to this section shall be required to comply with any and all of the
656 applicable Town's ordinances, including but not limited to the any building, setback
657 or permitting requirements. No recreational vehicle may extend beyond an approved
658 parking surface and into the adjacent sidewalk or within two (2) feet of the roadway.
659 ~~block any portion of a sidewalk or extend into the roadway.~~ No recreational vehicle
660 may be parked on the grass.

661 ~~(4) In the event that recreational vehicles cannot be stored in the manner set forth in~~
662 ~~subsections (a), (b), or (c), recreational vehicles may be placed on any lot or parcel~~
663 ~~within a residential zone, that is, in the front of any such building or structure, so long~~
664 ~~as the vehicles are parked on a driveway as defined in section 54-110 of the this~~
665 ~~code. In the case of a corner lot, this section shall be construed to apply to either~~
666 ~~frontage.~~

667 ~~(4)~~ (5) Recreational vehicles may be stored or parked on a lot within a residential
668 zone irrespective of the provisions of subsections (1), (2) and (3) of this section so
669 long as the vehicles are stored or parked for the sole purpose of loading or unloading
670 and when so parked for such purpose, the recreational vehicles may only be parked
671 for a period not to exceed 24 hours.

672 **Sec. 54-174. Sec. 54-173. Prohibited uses.**

673 (a) Stored or parked recreational vehicles shall not be occupied or used as living
674 quarters. Such vehicles shall not be used for those activities normally conducted
675 in a residence.

676 (b) Any recreational vehicle which is in a state of disrepair, in neglected condition, or
677 in a state of incomplete construction shall be prohibited from being stored or
678 parked on any side, front, or front driveway of a residential lot; however, the vehicle
679 may be stored or parked in the rear of such lot; so long as in the vehicle is not
680 stored for a period exceeding 60 days, and the vehicle is so stored for the purpose
681 of repair or other work upon the vehicle.

682 **Secs. 54-174—54-250. Reserved.**

683

684

ARTICLE IV. TRAFFIC LIGHT SAFETY ACT

685

Sec. 54-251. Purpose and intent.

687 The purpose of this article is to specifically authorize the use of traffic infraction detectors,
688 as permitted by general law as of the effective date of this article or July 1, 2013,
689 whichever occurs later, within the town's jurisdictional limits.

Sec. 54-252. Use of traffic infraction detectors.

691 The town exercises its option under F.S. § 316.0083 as of the effective date of this
692 article or July 1, 2013, whichever occurs later, to use traffic infraction detectors within its
693 jurisdiction to enforce F.S. § 316.074(1) or § 316.075(1)(C), when a driver fails to stop at
694 a traffic signal on streets and highways in the town's jurisdiction. The town may utilize
695 traffic infraction detectors as a supplemental means of monitoring and assisting law
696 enforcement personnel in the enforcement of compliance with laws related to traffic
697 control signals as permitted and provided for by state law, which are designed to protect
698 and improve the public health, safety, and welfare of the community and thereby reduce
699 accidents, injuries and disruption of traffic associated with such violations.

Sec. 54-253. Implementation of general law and designation of local hearing officer.

701 In accordance with the provisions of the Mark Wandall Traffic Safety Act as of the
702 effective date of this article or July 1, 2013, whichever occurs later, the town authorizes
703 the implementation of the provisions and requirements of Laws of Fla. chs. 2010-80 and
704 2013-15. Effective July 1, 2013, the town shall utilize a special magistrate or code
705 enforcement board as its local hearing officer, either independently or via interlocal
706 agreement and to be appointed or designated by resolution of the town council, as
707 permitted and defined by Laws of Fla. ch. 2013-15, in accordance with the provisions of
708 the Mark Wandall Traffic Safety Act.

709

710 **Section 3. Conflicts.** All Sections or parts of Sections of the Code of
711 Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of
712 Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

713 **Section 4. Severability.** That the provisions of this Ordinance are declared to
714 be severable and if any section, sentence, clause or phrase of this Ordinance shall for
715 any reason be held to be invalid or unconstitutional, such decision shall not affect the
716 validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but
717 they shall remain in effect, it being the legislative intent that this Ordinance shall stand
718 notwithstanding the invalidity of any part.

719 **Section 5. Codification.** That it is the intention of the Town Council and it is
720 hereby ordained that the provisions of this Ordinance shall become and be made a part
721 of the Town Code, that the sections of this Ordinance may be renumbered or relettered
722 to accomplish such intentions, and that the word Ordinance shall be changed to Section
723 or other appropriate word.

724 **Section 6. Effective Date.** That this Ordinance shall become effective
725 immediately upon adoption on second reading.

726 **PASSED ON FIRST READING** on the _____ day of _____, 2023, on a
727 motion made by _____ and seconded by _____.

728 **PASSED AND ADOPTED ON SECOND READING** this ___ day of _____, 2023,
729 on a motion made by _____ and seconded by _____. Upon being put to a
730 roll call vote, the vote was as follows:

731 Vice Mayor Kyle Cummings _____
732 Councilwoman Barbara Roberts _____
733 Councilwoman Megan Zemaitis _____
734 Councilwoman Bonnie Noble _____
735 Mayor Robert J. Howell _____

736
737
738
739
740 _____
741 ROBERT J. HOWELL
742 MAYOR

742 ATTEST:
743
744
745 _____
746 INTERIM TOWN CLERK

748
749 APPROVED AS TO FORM AND LEGAL SUFFICIENCY
750
751
752 _____
753 WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
754 TOWN ATTORNEY

Agenda Memo

To: Kenneth City Town Council

From: Rob Duncan

Date: 03/04/2023



Subject: Agreement for RFQ #2022-05 CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR THE TOWN OF KENNETH CITY

Summary

At the January 11th regular Town Council meeting, Town Council authorized the Town Manager to enter into contract negotiations with Advanced Engineering and Design, Inc. (AED) of Pinellas Park, who was the highest rated firm for RFQ #2022-05.

The Agreement has been reviewed by the Town Attorney and is included with the Agenda packet. AED provided pricing established with other agencies as the basis for the pricing used for this Agreement.

Financial Impact:

Engineering Services are budgeted, many expenses are cost shared on grant projects.

Recommendation:

Town Council approve Agreement with Advanced Engineering Design

Proposed Motion(s):

Motion to approve Agreement with Advanced Engineering Design and authorizes and directs the Interim Town Manager or designee to execute the agreement.



**PURCHASE AGREEMENT
BETWEEN
KENNETH CITY
AND
Advanced Engineering & Design, Inc.**

THIS PURCHASE AGREEMENT (“Agreement”) is made this 28th day of February, 2023 (“Effective Date”) by and between the Town of Kenneth City, a political subdivision of the State of Florida by and through its Town Council, (hereinafter "Town"), and **Advanced Engineering & Design, Inc.**, a Florida Profit Corporation, (“Consultant”).

WHEREAS, the Consultant provides the following professional and technical services required under this Agreement in accordance with acceptable engineering practices and ethical standards; and

WHEREAS, the Town desires to engage the Consultant to perform certain professional services pertinent to such work in accordance with this Agreement; and

WHEREAS, the Consultant desires to provide such professional services in accordance with this Agreement; and

WHEREAS, the Town selected the Consultant on January 11, 2023 in accordance with the competitive selection process described in Section 287.055 of the Florida Statutes, and based on information and representations given by the Consultant in a Statement for Qualifications dated November 23, 2022.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Town agree as follows:

1. SCOPE OF SERVICES.

1.1. Consultant shall provide the Services set forth in Exhibit “A” and incorporated herein by reference (the “Goods/Services”).

2. COMPENSATION AND PAYMENT.

2.1. Compensation for Goods/Services provided by Consultant shall be in accordance with the Fee Schedule attached hereto as Exhibit “B.”

2.2. Consultant shall deliver an invoice to the Town no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant’s invoice, which shall be

based upon the percentage of work completed for each task invoiced. The Town shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager or designee.

3. TERM.

- 3.1. The term of this Agreement shall begin upon full execution of the agreement for an initial five (5) year term. The Town Manager shall have the option to renew the Agreement for up to one (1) additional five (5) year term.
- 3.2. The Town has the right to terminate this Agreement for convenience and for any reason or no reason, in whole or in part, upon thirty (30) days written notice to the Consultant. Upon termination of this Agreement, and final payment of any undisputed outstanding amounts due for the work rendered prior to and through the date of the notice of termination, copies of all records, charts, sketches, studies, plans, drawings, and other documents related to the work performed under this Agreement, whether finished or not, shall be turned over to the Town within ten (10) days.

4. PAYMENT.

- 4.1. The Town as a political subdivision of the state of Florida is subject to the *Local Government Prompt Payment Act*, Chapter 218, Part VII, Fla. Stat. (2010), as amended.

5. TOWN'S RESPONSIBILITIES.

- 5.1. Town shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Town, and provide criteria requested by Consultant to assist Consultant in performing the Services.
- 5.2. Upon Consultant's request, Town shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. SUBCONSULTANTS.

- 6.1. The Consultant shall be responsible for all payments to any subConsultants and shall maintain responsibility for all work related to the Services.
- 6.2. Consultant may only utilize the services of a subConsultant with the prior written approval of the Town Manager, which approval may be granted or withheld in the Town Manager's sole and absolute discretion.

7. CONSULTANT'S RESPONSIBILITIES; REPRESENTATIONS.

- 7.1. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a Consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Work or Services are incorrect, not properly rendered, defective, or fail to conform to Town requests, the Consultant shall at Consultant's sole expense, immediately correct its Work or Services.

- 7.2.** The Consultant hereby represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Town as an independent Consultant of the Town. Consultant further represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.
- 7.3.** The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

8. CONSULTANT'S EMPLOYEES.

- 8.1.** The Consultant shall at all times have a competent supervisor who thoroughly understands the Work, who shall, as the Consultant's agent, supervise, direct and otherwise conduct the Work. Consultant's employees shall serve the public in a courteous, helpful, and impartial manner.
- 8.2.** Consultant's employees shall wear a clean uniform and/or company identification that provides identification of the Consultant's company and/or the name of the employee.
- 8.3.** Consultant shall, upon receipt of a written request from the Town, immediately exclude any employee of Consultant from providing Work under this Agreement.
- 8.4.** The Work contemplated in this Agreement is on public property, accordingly no alcoholic beverages shall be allowed.
- 8.5.** All references in this Agreement to the Consultant shall include Consultant's employees or sub-Consultant, wherever applicable.

9. INDEMNIFICATION.

- 9.1.** Consultant shall indemnify and hold harmless the Town, its officers, and employees, from and against demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's acts, errors, or omissions arising out of the performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Town for its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's negligent acts, errors or omissions associated with this Agreement.
- 9.2.** Nothing herein is intended to serve as a waiver of sovereign immunity by the Town nor shall anything included herein be construed as consent to be sued by

third parties in any matter arising out of this Agreement or any other contract. The Town is subject to section 768.28, Florida Statutes, as may be amended from time to time.

9.3. The provisions of this section shall survive termination of this Agreement.

10. INSURANCE.

10.1. The Consultant shall secure and maintain throughout the duration of this Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida, be rated AB or better, and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include a minimum of:

10.1.1.1. Worker's Compensation and Employer's Liability Insurance. Coverage to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000.00 each accident.

10.1.1.2. Comprehensive Automobile and Vehicle Liability Insurance. This insurance shall be written in comprehensive form and shall protect the Consultant and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Consultant's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$500,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

10.1.1.3. Commercial General Liability. This insurance shall be written in comprehensive form and shall protect the Consultant and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Consultant or any of its agents, employees, or sub- Consultants. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent Consultant and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

- 10.2.** Certificate of Insurance. Consultant shall provide the Town Manager with Certificates of Insurance for all required policies. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to require the Consultant to provide a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town Manager.
- 10.3.** Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.
- 10.4.** Loss Payee. The Town is to be specifically named as a loss payee under the Consultant's Professional Insurance policy so that the Town will be a third party beneficiary entitled to receive all money payable under the relevant policy for any claims, damages, or losses in connection with, related to, or arising from Consultant's Services or performance pursuant to this Agreement.
- 10.5.** Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.
- 10.6.** The provisions of this section shall survive termination of this Agreement.

11. OWNERSHIP AND ACCESS TO RECORDS; AUDITS.

- 11.1. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Consultant during the term of this Agreement (“Work Product”) belong to the Town. Consultant shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).
- 11.2. During the term of this Agreement and for three (3) years from the date of termination the Consultant shall allow Town representatives access, during reasonable business hours, to Consultant’s and, if applicable, sub-Consultant’s records related to this Agreement for the purposes of inspection or audit of such records. If upon audit of such records, the Town determines the Consultant was paid for services not performed, upon receipt of written demand by the Town, the Consultant shall remit such payments to the Town.

12. PUBLIC RECORDS.

- 12.1. Consultant agrees to keep and maintain public records in Consultant’s possession or control in connection with Consultant’s performance under this Agreement. The Town Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.
- 12.2. Upon request from the Town’s custodian of public records, Consultant shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 12.3. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- 12.4. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Town in a format that is compatible with the Town’s information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall

destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

- 12.5. Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- 12.6. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.
- 12.7. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Town Clerk, 6000 54th Avenue North, Kenneth City, FL 33709, (727) 498-8948. Email: TownClerk@kennethcityfl.org.**

13. INDEPENDENT CONSULTANT.

- 13.1. The Consultant and its employees, volunteers and agents shall be and remain an independent Consultant and not an agent or employee of the Town with respect to all of the acts and services performed by and under the terms of this Agreement. Accordingly, Consultant shall not attain, nor be entitled to, any rights or benefits of the Town, nor any rights generally afforded classified or unclassified employees.
- 13.2. Consultant further understands that Florida Worker's Compensation benefits available to employees of the Town are not available to Consultant and agrees to provide worker's compensation insurance for any employee or agent of Consultant rendering services to the Town under this Agreement.
- 13.3. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
- 13.4. All employees and sub-Consultants of the Consultant shall be considered to be, at all times, the sole employees or sub-Consultants of Consultant, under its sole discretion and not an employee, Consultant or agent of the Town.

14. COMPLIANCE WITH LAWS.

- 14.1. The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

14.2. Consultant shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the Work and the conduct of all persons engaged in or the materials or methods used by him, on the Work. Consultant shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Agreement. At all times during the Term of this Agreement, the Consultant shall secure and maintain all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this Agreement for any reason, Consultant shall transfer such permits, if any, and if allowed by law, to the Town.

15. PROHIBITION OF CONTINGENCY FEES.

15.1. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

16. PUBLIC ENTITY CRIMES AFFIDAVIT.

16.1. Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

17. NONDISCRIMINATION.

17.1. During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

18. WAIVER.

18.1. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

19. NONASSIGNABILITY.

19.1. This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Town Manager. The Town is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the Town's area, circumstances and desires.

20. SEVERABILITY.

20.1. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

21. SURVIVAL OF PROVISIONS.

21.1. Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

22. COUNTERPARTS.

22.1. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

23. ENTIRE AGREEMENT/MODIFICATION/AMENDMENT.

23.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

23.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

24. GOVERNING LAW AND VENUE.

24.1. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Pinellas County, Florida.

25. ATTORNEYS' FEES AND WAIVER OF JURY TRIAL.

25.1. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

26. CONFLICT OF INTEREST.

26.1. To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Town.

27. PROTECTION OF PROPERTY AND PUBLIC SAFETY.

- 27.1. The Consultant shall continuously maintain adequate protection of all Work from damage and shall protect public and private property from injury or loss arising in connection with this Agreement.
- 27.2. The Consultant shall take all necessary precautions for the safety of employees or sub-Consultants in the performance of the Work on, about or adjacent to the Work sites, and shall comply with all applicable provisions of Federal, State, and Local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the work site where the Work is being performed.

28. SCRUTINIZED COMPANIES LIST.

- 28.1. The Consultant certifies that it and its subConsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Consultant or its subConsultants are found to have submitted a false certification; or if the Consultant, or its subConsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- 28.2. If this Agreement is for more than one million dollars, the Consultant certifies that it and its subConsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Consultant , its affiliates, or its subConsultants are found to have submitted a false certification; or if the Consultant, its affiliates, or its subConsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- 28.3. The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- 28.4. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

29. NOTICES.

- 29.1. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

30. E-VERIFY.

30.1. 1) Definitions:

“Consultant” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“SubConsultant” means a person or entity that provides labor, supplies, or services to or for a Consultant or another subConsultant in exchange for salary, wages, or other remuneration.

2) Effective January 1, 2021, public and private employers, Consultants and subConsultants will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant to perform employment duties within Florida during the term of the contract; and

b) All persons (including subvendors/subConsultants) assigned by Vendor/Consultant to perform work pursuant to the contract with the Department. The Vendor/Consultant acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the Town; and

c) By entering into this Contract, the Consultant becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subConsultants to provide an affidavit attesting that the subConsultant does not employ, contract with, or subcontract with, an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subConsultant knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Consultant, the Consultant may not be awarded a public contract for a period of 1 year after the date of termination and shall be liable for any additional costs incurred by the Town as a result of the termination.

31. ADDITIONAL TERMS AND CONDITIONS.

31.1. In the event there is a conflict between this agreement, Consultant’s proposal, scope of services, fee schedule, or other submitted documents and forms, this Agreement shall control. The Town expressly rejects any additional terms or conditions not consistent with the terms herein.

[THIS SPACE LEFT INTENTIONALLY BLANK]

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

KENNETH CITY

Advanced Engineering & Design, Inc

By: _____
Rob Duncan, Interim Town Manager

By: _____
Name: _____
Title: _____

Addresses for Notice:
Town of Kenneth City
Attn: Town Clerk
6000 54th Avenue North
Kenneth City, FL 33709
727-498-8948 (telephone)
TownClerk@kennethcityfl.org (email)

Witness:

By: _____

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Sarah L. Johnston
Town Attorney
6000 54th Avenue North
Kenneth City, FL 33709
954-763-4242 (telephone)
sjohnston@wsh-law.com (email)

Witness:

By: _____

Addresses for Notice:

_____ (telephone)
_____ (email)

With a copy to:

_____ (telephone)
_____ (email)

SCOPE OF SERVICES

The Scope of Services set forth herein shall collectively be referred to as the “Services.” Specifically, Consultant’s Services shall include, but not be limited to, the following:

1. Contract administration for maintenance of public rights-of-way, landscaping and irrigation systems to provide safe and aesthetically attractive public spaces for the benefit of the Town;
2. Contract administration for the construction, operation and maintenance of public facilities;
3. Contract administration and coordination of sidewalk and streetlight maintenance for all public roadways to ensure safe passage throughout Kenneth City;
4. Contract administration and assistance with local, state and federal grants for improvements to public works facilities and services within the Town;
5. Recommend, develop, and implement a capital improvement plan for the Town
6. Administer the Town’s NPDES/Stormwater Master Plan programs and provide associated regulatory monitoring and compliance services;
7. Manage traffic management/improvement projects and contracts implemented by the Town;
8. Structural Plan Review Services as needed;
9. Disaster recovery and debris monitoring oversight services;
10. Public engagement;
11. Procurement preparation and administration;
12. Attend regular monthly meetings of the Town Commission, as needed;
13. Attend other public meetings as-requested by the Town Manager or their designee;
14. Perform related services as-requested by the Town Manager or their designee;
15. Maintain and update geographic information system atlases and other maps as necessary.
16. Prepare proposal, specifications, plans, contract documents and overall assistance and coordination of Design/Build Services and construction projects.

FEE SCHEDULE

Job Classification	Hourly Rates (2023)
Principal-in-Charge	\$215.00
Sr. Project Manager	\$197.50
Project Manager	\$175.00
Construction Manager	\$165.00
Sr. Project Engineer	\$165.00
Project Engineer	\$140.00
Senior Designer	\$137.50
Drafting Manager	\$110.00
CAD Operator	\$100.00
Field Technician	\$90.00
Student Intern	\$65.00
Clerical / Admin	\$65.00

Basis of Rates: City of Gulfport Professional Services Agreement (2020) & City of Seminole Stormwater Management & Design (2021)

REQUIRED DOCUMENTATION

PROOF OF INSURANCE

Client#: 1048486

ADVANENG4

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	CONTACT NAME: PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Old Dominion Insurance Co 40231 INSURER B : Travelers Casualty and Surety Company 19038 INSURER C : Liberty Insurance Underwriters, Inc. 19917 INSURER D : INSURER E : INSURER F :
INSURED Advanced Engineering & Design, Inc. 3931 68th Avenue North Pinellas Park, FL 33781	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC. OTHER:	X	X	BPG2647A	02/16/2023	02/16/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	BPG2647A	02/16/2023	02/16/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB4J081711	09/01/2022	09/01/2023	<input checked="" type="checkbox"/> PER-STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			AEXNYAA9RTD005	02/15/2023	02/15/2024	\$2,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Professional Liability coverage is written on a claims-made basis.

CERTIFICATE HOLDER For Proposal Purposes Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
-------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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ACORD 25 (2016/03) 1 of 1 #S39034309/M39034303

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MRLEW

Agenda Memo

To: Kenneth City Town Council

From: Rob Duncan

Date: 04/12/2023



Subject: 2024 Budget Calendar Draft

Summary

The 2024 Budget Calendar is presented in Draft form for Town Council to discuss. We recommend selecting 2 dates for Town Council Workshops to review various aspects of the budget.

The 2023 Annual Budget was created by Imagine That Performance, authorized by Task Order F, which was executed on June 12, 2022, in conjunction with the Professional Services Agreement.

There are significant items for consideration in this year's budget, including the two new proposed fees (Stormwater / Fire). This budget year may also include information gathered from Strategic Planning. There will also be allocation of remaining ARPA funds along with various Grants/Appropriations applied for in 2023 that will be built into the budget as well.

Financial Impact:

This agenda item is for scheduling purposes and does not have direct financial impact

Recommendation:

Select Dates for Workshops and approve Budget Calendar

Proposed Motion(s):

Town of Kenneth City
6000 54th Avenue N
Kenneth City, FL 33709



BUDGET CALENDAR – DRAFT PRESENTED 4/12/2023

MONTH	ITEM	COMPLETED
March	Budget Calendar prepare	
April	<ul style="list-style-type: none"> • Budget Request Memo Sent to Directors • Departments submit Five-Year Capital Plan • Departments start on Operating & Personnel 	
May	<ul style="list-style-type: none"> • Departments submit Operating & Personnel • Review of Department Budget requests • Review Revenues & Fund Balances 	
June	<ul style="list-style-type: none"> • Preliminary Taxable Value Property Appraiser • Draft Budget provided to Town Council • Town Manager/Finance Director Meet with individual Directors • Town Council Workshop [Pick Date on 4/12] 	
July	<ul style="list-style-type: none"> • Certification of Taxable Value Property Appraiser • Town Council votes on Preliminary Millage Rate – July 12 • Updated Draft Budget provided to City Commissioners • Town Council Workshop [Pick Date on 4/12] 	
August	<ul style="list-style-type: none"> • Last day for Town Clerk to notify Property Appraiser of proposed millage rate and date, time and place of first public budget hearing (DR-420, DR-420MMP) • Final Draft Budget provided to Town Council • Town Council Workshops (if necessary) • Finalize 2024 Budget 	
September	<ul style="list-style-type: none"> • 1st Budget Hearing and Notice of Possible Proposed Tax Increase – September 13 • Town to advertise intent to adopt a final millage rate and final budget (within 15 days after first public hearing and 2-5 days before second public hearing) • 2nd Budget Hearing and Adopt Millage Rate – September 28 • Town Clerk to provide final millage rate Resolution to Property Appraiser and Tax Collector (within 3 days of adoption) 	
October	<ul style="list-style-type: none"> • 2024 Budget Year Commences • Amend 2022/2023 Budget within 60 days • Trim Package Due to Department of Revenue 	

Agenda Memo

To: Kenneth City Town Council

From: Rob Duncan

Date: 04/12/2023



Subject: Task Order O: 2024 Budget Preparation

Summary

Creation of the 2024 Budget will require resources beyond current staffing levels. The proposed Task Order O provides for additional resources through Imagine That Performance, in line with how the Budget was created in 2023.

The 2023 Annual Budget was created by Imagine That Performance, authorized by Task Order F, which was executed on June 12, 2022, in conjunction with the Professional Services Agreement. During the 2023 Budget creation, additional staffing was not funded to be able to create the annual budget in house. Additionally, the position of Interim Town Manager is still a part-time role as authorized under Task Order C. Expanding the Town Manager hours to complete the budget would not save money or time.

The lead for Task Order O would be Al Braithwaite, a long time Finance Director and former City Manager of Oldsmar. His expertise will ensure a quality budget process.

There are significant items for consideration in this year's budget, including the two new proposed fees (Stormwater / Fire), information gathered from Strategic Planning, allocation of remaining ARPA funds along with various Grants/Appropriations. As the Town continues to work through challenges of funding limitations, needs of the organization and wants of the community, it is imperative to have an experienced finance executive to lead the budget development.

Financial Impact:

This activity can be funded through ARPA to preserve General Fund reserves.

Recommendation:

Approve Task Order O.

Proposed Motion(s):

Motion to authorize and direct the Mayor to execute Task Order O with Imagine That Performance.

EXHIBIT O: AUDIT SUPPORT AND 2024 BUDGET DEVELOPMENT

This Task Order is issued pursuant to the Agreement for Services (the “Agreement”) dated 13th day of June 2022, by and between the TOWN and COMPANY, to provide the scope of services in the manner set forth herein:

1) PROJECT DESCRIPTION: The TOWN desires the COMPANY to provide those services generally described herein as: 2024 Annual Budget Preparation and Compliance.

2) SCOPE OF SERVICES: COMPANY, through its identified staff, agrees to provide the following services:

Prepare 2024 Annual Budget

1. Budget Transition and Alignment
 - a. Verify numbers in Aclarian match 2023 Budget
 - b. Work with Aclarian to prepare and verify Budget vs. Actual report for 2023
2. Budget Creation
 - a. Staff and Department head discussions.
 - b. Prepare projections for 2022/2023 fiscal year and reserves.
 - c. Data collection
 - d. Draft template and populate with information gathered.
 - e. Create draft document for review.
3. Workshop(s) with Town Council (July/August - Professional Facilitation)
 - a. Incorporate Shared Vision if completed from Strategic Planning
 - b. Prioritize programs
 - c. Create consensus/buy-in/get direction
4. Compliance
 - a. TRIM process and all communication requirements
 - i. DR420 (select a tentative millage)
 - ii. Voting requirements for rollback/proposed millage, etc.
 - iii. Obtain E-Trim access to be filled out (Accounting firm)
 - b. Precise meeting advertisement two to three times with accurate dates/times
 - c. First Reading
 - d. Second Reading

3) FINANCIAL MATTERS: TOWN shall compensate COMPANY for services pursuant to the Agreement and the following:

1. Hours will be billed at \$125/hour for a Senior Consultant, and where possible additional resources will be utilized at \$75/hour for an Analyst and \$50/hour for an Administrative Assistant.

2. For Billing Purposes, the “Work Week” will be Monday – Sunday.
3. Invoice for two weeks will be remitted Wednesday after 2nd Work Week.
4. Task work is estimated to be approximately 400 hours – Town will only be invoiced for actual hours, not to exceed 400 hours. Any additional hours needed will be approved by Town Council prior to invoice.

4) TERM: The work will begin shortly after execution of the Agreement and Task Order and will be completed during current 2023 Budget Year.

5) ASSIGNED RESOURCES: The COMPANY will designate Al Braithwaite as lead for this Task Order. Additional COMPANY resources will participate as needed to complete required tasks.

IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be executed by their duly authorized representatives as of the date first above written.

TOWN

COMPANY

By: _____
Mayor Robert Howell

By: _____
Managing Director Robert Duncan

EXHIBIT O: AUDIT SUPPORT AND 2024 BUDGET DEVELOPMENT

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 - a. Incorporate Shared Vision if completed from Strategic Planning
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 - c. Create consensus/buy-in/get direction
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 - i. DR420 (select a tentative millage)
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4) TERM: The work will begin shortly after execution of the Agreement and Task Order and will be completed during current 2023 Budget Year.

5) ASSIGNED RESOURCES: The COMPANY will designate Al Braithwaite as lead for this Task Order. Additional COMPANY resources will participate as needed to complete required tasks.

IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be executed by their duly authorized representatives as of the date first above written.

TOWN

COMPANY

By: _____
Mayor Robert Howell

By: _____
Managing Director Robert Duncan



TO: Town Council
FROM: Rob Duncan, Interim Town Manager
SUBJECT: Town Manager's Report
DATE: April 12, 2022

Strategic Planning

The Agreement with BakeTilly has been executed and Kick-off is scheduled to begin the week of April 17th.

Staffing

Current recruitments include Public Works Supervisor, Part-time Administrative Assistant and Police Officer.

Jamison is the only current staff in Public Works. The lack of a Public Works leader will have significant implications for various Grants and infrastructure projects and needs. The resumes received are in line with a lower-level supervisor position and not for the true need which is for a department head. I believe this position needs to be titled Public Works Director to get the quality of candidates needed for the Town of Kenneth City.

Lacy and Jamie have been getting many of the administrative level functions organized, but it will be a significant undertaking to get really caught up in Police Department and Town Hall. Getting the part-time position filled will help and Volunteers are being recruited to assist with other functions. There are still several rooms worth of documents that need to be scanned into the new document management system. There is also significant demand from residents to have someone available to answer questions, even if those items have nothing to do with any services being provided by Kenneth City.

VOLUNTEERS NEEDED!!! A flyer has been created and we are looking for a few resident volunteers to help with answering phones and light administrative duties.

Spring Garage Sale Weekend

Community Wide Garage Sale is set for April 14-16, 2023. No permits are required to have a yard/garage sale during these days.

Sound of Spring Festival

Saturday, April 22, 2023 - 11:00am to 1:00pm will be an unforgettable day of fun, food, and music on at James Ernst Park. The event will feature live music, bounce house and free hot dogs and popcorn.

Kenneth City Executive Team

We had a second executive staff meeting on Wednesday March 22, 2023 of the Executive Staff supporting Kenneth City. This group will continue to meet once a month, and is on the Town Manager calendar for the remainder of 2023. The intention is to give the leadership an opportunity once a month to meet with the group to discuss items that cross department boundaries. As various people move in and out of positions, it will provide for a better transition, including when the Town Manager position is filled with a different person.



TO: Rob Duncan, Interim Town Manager
FROM: Keith Bodeker, Interim Public Works Supervisor
SUBJECT: Monthly Public Works Department Report
DATE: March 24, 2023

Below find updates and reports of the activities within Public Works. The information provided is aligned with the performance-based budget adopted this year.

Emergency Response

DPW staff continues to meet with several members of FEMA to work on obtaining funding reimbursement for Hurricane Ian. Staff has sent information over to the FEMA project manager to be updated in their system. Also, the Town is going to be assigned a new FEMA project manager in the next week or two. Furthermore, all three building generators and transfer switches have been inspected. There are a few items that need to be repaired on items that were inspected and staff is awaiting price estimates before scheduling these repairs. Finally, an electrician came out to the DPW building to inspect the electrical panels and there is work that is needed to be done to figure out what post construction modifications have been done to the different electrical subpanels, to ensure effective operation during an emergency operation. Discussions have begun on having a town wide hurricane prep event prior to the start of the upcoming hurricane season. The GFCI outlet on the light tower generator has been repaired and is functioning properly at this time.

Stormwater (Stormwater Maintenance)

The DPW staff continues to do regular inspections of the stormwater conveyance system. A contract has been finalized for the contractor to begin work on the 46th Ave storm pipe replacement. This work is anticipated to begin in April 2023. Additionally, two storm structure lids have been repositioned to align with the base structure properly. Finally, staff has begun to inspect and empty the storm structures in town that have debris collection baskets in them.

Streets & Sidewalks (Roadway Maintenance)

Staff has repaired multiple potholes at various locations within town limits. Also, the “No Trucks” sign on northbound 58th Street have been replace by Pinellas County Traffic Operations.

Vehicle and Equipment Maintenance

Staff has several vehicle repairs that will be scheduled in April. The bucket truck and wood chipper are the two largest item to be addressed at this time.

Special Events & Community Hall

Staff has been in coordination with the plans for the upcoming Spring Festival, that is to be held in April

Mowing

A one-year mowing contract has been approved and accepted with ABM. This work is slated to begin April 2023

Beautification and Trees

Town staff has finished trimming all branches overhanging the 60th Street drainage ditch and is in the process of clearing those limbs and chipping them for disposal. Staff will also start trimming trees blocking signs at various locations around town next week.

Park Maintenance

Several pieces of exercise equipment have been broken. A request has been sent to the manufacturer for a price estimate for replacement parts. Additionally, an electrician has reinstalled and repaired the three pathway lights within Ernst Park.

Janitorial

A part time janitor has been hired and is doing a great job cleaning Town Hall, Community Hall, and the Police Department

Employee & Administration

The Public Works Department had one employee return from FMLA leave and is great addition to helping with field maintenance items. Also, a job description and list of duties for the Public Works Supervisor/Deputy Director has been finalized and the job has been posted on the Town website to begin recruitment efforts.

MONTHLY REPORT



To: Rob Duncan, Town of Kenneth City
From: Justin Keller, P.E., Advanced Engineering & Design, Inc. (AED)
CC: File
Date: April 5, 2023
Re: April 2023

Please note the following:

Watershed Management Plan

With the study complete, AED has been leading coordination efforts with Pinellas County. The County has been identified as a key stakeholder considering County-owned stormwater infrastructure serves a large portion of the Town's watershed. The Town is looking to join forces with the County to complete the projects identified within the WMP. A meeting has been scheduled to discuss the next steps moving forward.

AED has supported the Town's effort to close out the Southwest Florida Water Management District's (SWFWMD) grant which funded a portion of the project.

National Pollutant Discharge Elimination System (NPDES) Permitting – Annual Permitting

The annual NPDES permit was submitted at the end of January and initial feedback from the Florida Department of Environmental Protection (FDEP) was provided this month. The permit has been deemed administratively complete and further commentary will be generated during the upcoming audit. The FDEP maintains an audit cycle which ensures that each permittee is audited once every five years and the Town is up this year. It is believed the audit will occur in June or July.

Ernst Park LID Parking Improvements

The new parking configuration has been incorporated into the latest design plans. Low impact development (LID) design techniques are proposed in lieu of conventional pavement (i.e. asphalt and concrete). In general, LID design reduces stormwater runoff and improves the quality of water discharged by removing pollutants from the flow stream. Using LID measures also assisted in obtaining the grant funding a portion of the project. The project is scheduled to be bid in the coming month with construction slated for the summer.

Vulnerability Assessment

Imagine That Performance spearheaded the acquisition of a grant from FDEP, through the Resilient Florida grant program, to perform a Vulnerability Assessment (VA). A VA helps a community determine which structural and social assets are likely impacted by environmental changes (storm intensification, sea level rise, etc.). An additional benefit of this document is that it serves as the bridge to future funding within the Resilient Florida program. Draft grant work plan information is anticipated in the near future.



FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron Desantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

Sent via ePost

March 23, 2023

Rob Duncan
Interim Town Manager
Town of Kenneth City
6000 54th Ave. North
Kenneth City, FL 33709

Subject: Year 4 Annual Report Review
Pinellas County Municipal Separate Storm Sewer System (MS4)
FLS000005-004
Town of Kenneth City

Dear Mr. Duncan,

Thank you for your submittal of the Town of Kenneth City MS4 Cycle 4 Year 4 Annual Report, summarizing activities under the Stormwater Management Program (SWMP) required by the above-referenced permit. The Department also acknowledges receipt of the following supplemental items required for review:

- A summary of land development code and/or regulation review and revision activity subject to Part III.A.2 of the permit;
- Assessment Program results and an evaluation of SWMP effectiveness in accordance with Part V and Part VI of the permit; and,
- Year 4 permit reapplication information in accordance with Rule 62-624.420(2).

The purpose of this letter is to inform you that the Florida Department of Environmental Protection considers the Annual Report to be **administratively complete**.

If you have any questions, please contact me at 850-245-8643, Matt.Irwin@FloridaDEP.gov or Michelle Bull at 850-245-7561, Michelle.Bull@dep.state.fl.us.

Pinellas County MS4 – FLS000005-004
Annual Report Review
March 23, 2023

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Irwin".

Matt Irwin
NPDES Stormwater Program

Cc: Justin Keller, P.E., Advanced Engineering & Design, Inc.
Joseph Thames, Pinellas County
Michelle Bull, FDEP

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

DEP Agreement No.:	NS060
Project Title:	Ernst Park LID Parking Improvements
Grantee Name:	Town of Kenneth City
Grantee's Grant Manager:	Rob Duncan, Town of Kenneth City
	6000 54th Avenue North, Kenneth City, Florida 33709
Reporting Period:	January - March 2023

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks. Use the format provided below.

Task #1: Construction

- **Progress for this reporting period:** Construction has yet to commence. However, bidding and construction commencement is anticipated in Q2 of 2023.
- **Identify any delays or problems encountered:**
 - The Town has identified a preferred alternative for parking.
 - No future delays anticipated using schedule outlined in Amendment 2 as basis of progress.

Task #2: Final Report

- **Progress for this reporting period:** N/A; report to be completed prior to construction
- **Identify any delays or problems encountered:** No delays encountered at this time.

Indicate the completion status for the following tasks (if included in the Grant Work Plan):

- **Design (Plans/Submittal):** 30% , 60% , 90% , 100%
- **Permitting (Completed):** Yes , No
- **Construction (Estimated):** 0 %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.



for Town Management

4/05/2023

Signature of Grantee's Grant Manager

Date

Exhibit A, Page 2 of 2

Rev. 12/02/19



CITY HALL - P.O.Box 1100
 PINELLAS PARK, FL 33780-1100

FIRE DEPARTMENT REPORT
KENNETH CITY COUNCIL MEETING
 April 12, 2023

For the month of March 2023, the Fire, EMS and Life Safety activities break down as follows:

RESPONSES IN KENNETH CITY

TYPE OF RESPONSE	MONTH	YEAR TO DATE	
	March	2023	2022
MEDICAL	146	458	408
VEHICLE COLLISION	4	15	12
FIRE RELATED CALLS	9	22	33
TOTAL RESPONSES	159	495	453

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	
	March	2023	2022	March	2023	2022	March	2023	2022
MEDICAL	35	116	156	44	130	109	79	246	265
VEHICLE COLLISION	3	11	6	25	59	70	28	70	76
FIRE RELATED CALLS	9	17	24	29	100	73	38	117	97
TOTAL RESPONSES	47	144	186	98	289	252	145	433	438

LIFE SAFETY MANAGEMENT SERVICES

TYPE OF SERVICE PERFORMED	MONTH	YEAR TO DATE	
	March	2023	2022
INSPECTIONS	139	285	92
FALSE ALARMS	4	9	14
PLANS REVIEW	0	3	13
SMOKE ALARMS INSTALLED	0	0	2
PUBLIC EDUCATION PROGRAMS	0	0	0
PROGRAM ATTENDANCE	0	0	0

Brett Schlatterer

Brett Schlatterer

Fire Chief
 Pinellas Park Fire Department
 Phone: 727-369-5800
 Email: bschlatterer@pinellas-park.com



TO: Rob Duncan, Interim Town Manager
FROM: Mike Vieno, Police Chief
SUBJECT: Monthly Police Department Report
DATE: April 4, 2023

Below find updates and reports of the activities within the Police Department. The information provided is aligned with the performance-based budget adopted this year.

Admin & EE Support:

The Police Department has filled the vacant Senior Administrative Assistant Position with longtime Kenneth City Resident Jamie Book. She is completing training and will be a great fit for our community and relationship policing initiative at KCPD. The Police Department is still working on filling the part-time records clerk position. Both of these positions will be a significant undertaking with specialized training and specialized Criminal Justice System access associated with these roles.

During March all Police Department Employees completed their CPR, AED, First AID, Tourniquet, and Narcan training to ensure we are able to provide immediate life saving services in a time of need.

Patrol

Officers continued to conduct 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.

Officers on midnight shift placed Third Watch and If I Were a Thief notices throughout the Town as they checked closed business locations after hours. Officers conducted House Checks as requested by homeowners whose property was unattended.

2023 YEAR DATA- CURRENT YEAR:

Month/2023	Calls for service	Business & Residential Area Checks	Thief / Watch Programs	Community Contact/ Assist Citizen	Directed Patrol
January	74	3744	373	218	323
February	75	2814	308	184	245
March	64	3194	316	170	246
April					
May					
June					
July					
August					

<i>September</i>					
<i>October</i>					
<i>November</i>					
<i>December</i>					
Yearly Totals	213	9752	997	572	814

Impact of Patrols & Activities:

Month/ 2023	Reports + Supplements	AOA	Alarm	SAO Referrals	APAD Arrests	Arrests / NTA	Crash Investigations	Traffic Warnings	Traffic Citations
<i>January</i>	122	17	8	4	0	11	16	98	13
<i>February</i>	129	26	7	2	0	6	8	40	10
<i>March</i>	97	14	9	2	0	10	19	26	8
<i>April</i>									
<i>May</i>									
<i>June</i>									
<i>July</i>									
<i>August</i>									
<i>September</i>									
<i>October</i>									
<i>November</i>									
<i>December</i>									
Yearly Totals	348	57	24	8	0	27	43	164	31

Reports and Supplements include FIR, Incident, and Offense Reports. Stats consist of those who are full time, assigned to light duty, and Reserve.

2022 YEAR DATA- PREVIOUS YEAR:

Month/ 2022	Calls for service	Business & Residential Area Checks	Thief / Watch Programs	Community Contact/ Assist Citizen	Directed Patrol
<i>January</i>	73	5422	296	221	571
<i>February</i>	74	3416	264	225	452
<i>March</i>	79	3050	361	243	470
<i>April</i>	59	2971	314	181	335
<i>May</i>	78	3277	322	173	361
<i>June</i>	80	2741	229	194	185
<i>July</i>	79	2079	258	140	139
<i>August</i>	74	2597	252	144	214
<i>September</i>	83	3225	345	209	366
<i>October</i>	76	2893	326	201	364
<i>November</i>	73	3010	271	188	258
<i>December</i>	84	3965	276	164	224
Yearly Totals	912	38646	3514	2283	3939

Impact of Patrols & Activities:

Month/ 2022	Reports + Supplements	AOA	Alarm	SAO Referrals	APAD Arrests	Arrests / NTA	Crash Investigations	Traffic Warnings	Traffic Citations
<i>January</i>	107	6	10	4	0	7	8	36	14
<i>February</i>	110	8	5	1	0	9	11	38	15
<i>March</i>	120	8	12	4	0	11	11	38	17
<i>April</i>	106	8	7	1	0	3	17	27	13
<i>May</i>	136	7	7	3	0	6	16	88	32

<i>June</i>	110	7	10	2	0	5	8	52	11
<i>July</i>	111	9	5	4	0	12	11	64	21
<i>August</i>	109	16	7	3	0	9	11	72	8
<i>September</i>	106	6	12	2	1	10	12	79	18
<i>October</i>	112	12	4	2	0	7	18	74	29
<i>November</i>	104	8	3	3	0	10	5	94	27
<i>December</i>	109	21	3	4	0	7	12	73	22
Yearly Totals	1340	116	85	33	1	96	140	735	227

Reports and Supplements include FIR, Incident, and Offense Reports. Stats consist of those who are full time, assigned to light duty, and Reserve.

CIS Investigations**Monthly Stats March 2023 – Detective S. Gibson**

Number of cases started with: 27, with 6 more waiting to be assigned

Number of cases ended with: 27, with 4 more waiting to be assigned

New cases assigned for the month

FELONY	5
MISDEMEANOR	
NON-CRIMINAL	2

Case dispositions

INACTIVATED	5
CLOSED WITH MISDEMEANOR ARREST	
CLOSED WITH FELONY ARREST	
CLOSED UNFOUNDED	
CLOSED OTHER	2
CLOSED SAO REFERRAL	
CLEARED WITH WAIVER	

Other Activity

SURVEILLANCES	
PHOTOPACKS	
EVIDENCE STATUS REQUESTS	
INITIAL REPORTS	
SUPPLEMENTS	14
WARRANTS	
TOUCH DNA PROCESSING / BUCCALS	5
SUSPECTS RESULTING FROM TOUCH DNA	
OTHER: CCTV FOOTAGE, CELL TRACKING, D/L	
SUBPOENAS	2
JAIL RECORDINGS	14
REPORTS REVIEWED	27
CONTACT ATTEMPTS	5
INTERVIEWS	2
TRANSPORTING PROPERTY/EVIDENCE	15
RECOVERED STOLEN PROPERTY	
BOLOS	
APADS	0



Accreditation

An accreditation program has long been recognized as a means of maintaining the highest standards of professionalism. Accreditation is the certification by an independent reviewing authority that an entity has met specific requirements and prescribed standards. Law enforcement agencies and Inspectors General in Florida can attain accredited status through the Commission for Florida Law Enforcement Accreditation, Inc. The agency is compelled to operate within specific guidelines. It is accountable to the Commission. The agency must stay in compliance with the standards set forth by the Commission in order to retain its accreditation.

The Kenneth City Police Department is currently a CFA Florida Accredited Law Enforcement Agency.

Traffic

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 different 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. Officers also reacted to several resident concerns and conducted Directed Patrols addressing those concerns.

Month/ 2023	Crash Investigations	Traffic Warnings	Traffic Citations
<i>January</i>	16	98	13
<i>February</i>	8	40	10
<i>March</i>	19	26	8
<i>April</i>			
<i>May</i>			
<i>June</i>			
<i>July</i>			
<i>August</i>			
<i>September</i>			
<i>October</i>			
<i>November</i>			
<i>December</i>			
Yearly Totals	43	164	31

Special Events:



UPCOMING EVENTS:

Coffee with a Cop:

The KCPD Community Policing Section Currently has a “Coffee with a Cop” event scheduled with one of our Town business partners Taco Bell on April 11, 2023 10:00AM to 11:30 AM. All residents, Businesses, Council Members, and Town Staff are encouraged to come out.

Spring Event:

The Kenneth City Police Department and Town have their annual Spring Event scheduled for April 22, 2023. This will be a great family friendly event with FREE FOOD, bounce houses, local businesses, and Music DJ. All residents, Businesses, Council Members, and Town Staff are encouraged to come out.

Hurricane Preparedness:

The Kenneth City Police Department has a great hurricane preparedness event scheduled for May 9, 2023 10 AM to 11:30 AM at Martha Ward Pavillion in Clearview Oaks open to all residents. KCPD will be putting on a presentation on hurricane preparedness and also has Pinellas County EOC coming so we can get special needs residents signed up for any needed resources during our upcoming storm season. All residents, Businesses, Council Members, and Town Staff are encouraged to come out.

MARCH EVENTS:

The KCPD Community Policing Section had a “COPS, COFFEE, and CONVERSATION” event at Martha Ward Pavillion on March 3rd 2023 10AM to 1130 AM to provide a presentaion to Clearview Oaks Condo Owners and anyone else wanting to learn about Cyber-Crime Awareness and Crime Prevention from our Kenneth City Police Officers. We had a great turnout and were asked by residents and Clearview Board members to do these more regularly as they felt these are much needed in their community.

The KCPD Community Policing Section also had a great “Coffee with a Cop” event they held in March at RaceTrac . Our community came out and had a great time with their Kenneth City Police Officers. The community continues to support all of our Community Police efforts in our community. Below are some picture from event:



In March KCPD attended the Cross Roads Community Church Spring Festival and had a great time with our community.



Community Outreach

Officers have been patrolling the Town on mountain bikes, and the Polaris patrol vehicle, as time permits. This was well received by many town residents.

Officers continue to be active in the community, by making citizen contacts, handing out police stickers, coloring books, and bicycle lights.

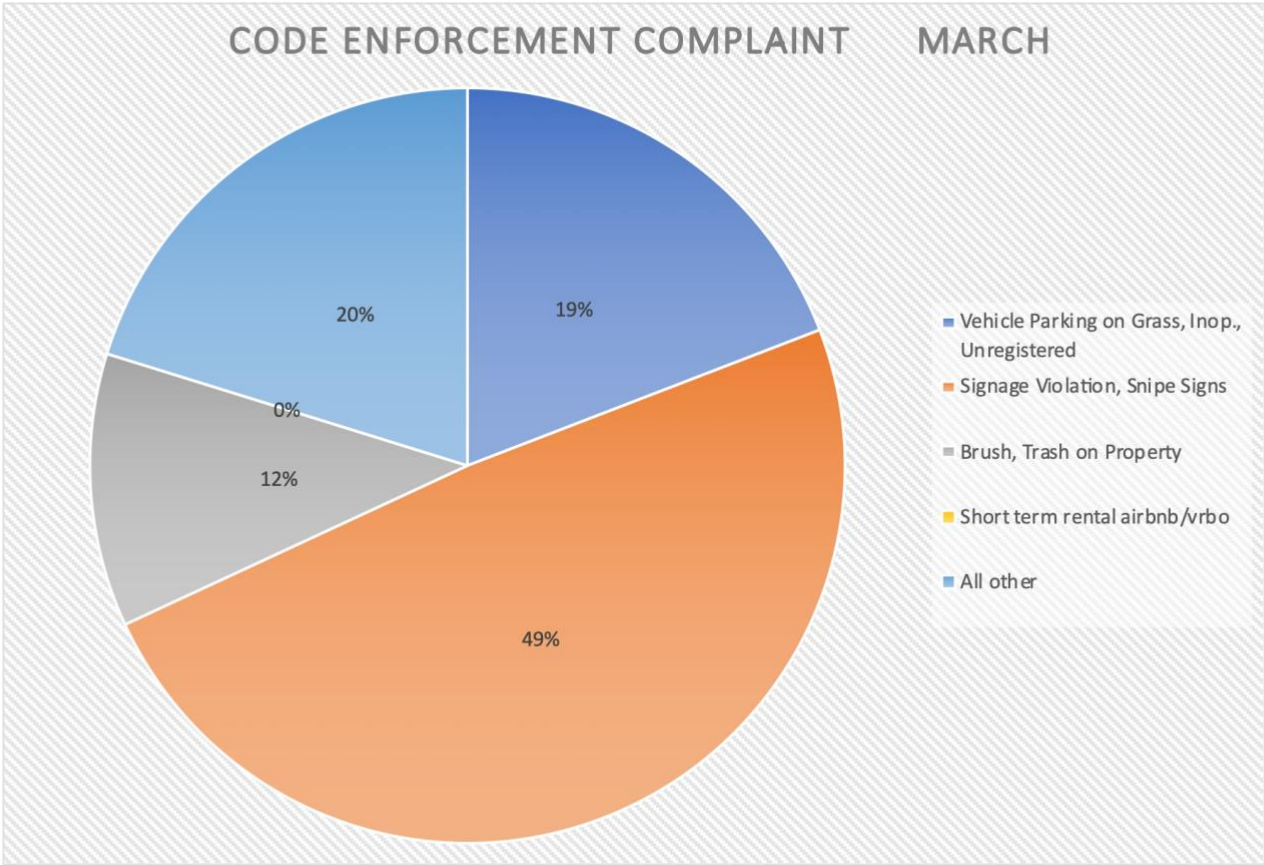
Operation Medicine Cabinet

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

Code Enforcement

The police department conducted 94 code compliance investigations both residential and businesses in March. Sgt. Andy Izrailov and other department officers continue to investigate town code violations. Officer Andy DeLay conducted several city ordinance violation sweeps, resulting in numerous ordinance violation investigations.

Code Compliance Violation Investigations of note: Ofc. Delay issued two ordinance citations this month for non-compliance.





TO: Rob Duncan, Interim Town Manager

FROM: Thomas M. Walsh, Regional Director of Operations of Central FL, Consultant

SUBJECT: Monthly Task Order Report

DATE: April 3, 2023

Below please find updates and reports of the activities within my respective Task Orders. The information provided is aligned with the performance-based budget adopted this year.

Administrative Activity

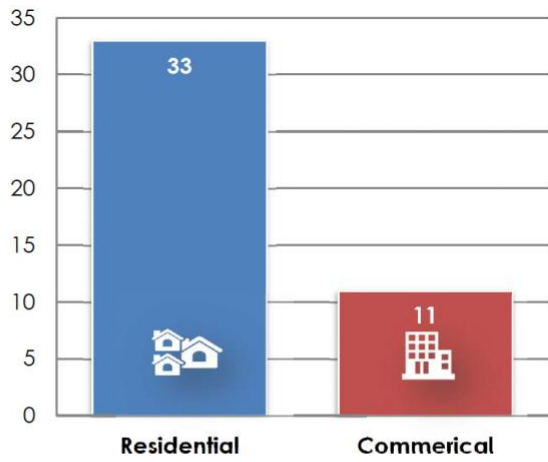
Review of construction activity for this month indicates that permits issued for 33 new single family miscellaneous permits. In commercial and industrial construction there were 11 commercial projects permitted for the month. We are currently still working on two sign variances, one for Rent King, the other for Winn Dixie. A replat is also being reviewed for the Sprouts Farmer Market at 4501 66th Street. Currently we do not have a full Board of Adjustment to hear the variance cases. We are awaiting the plat review by an independent surveyor.

March 2023 Permits Issued – By Category

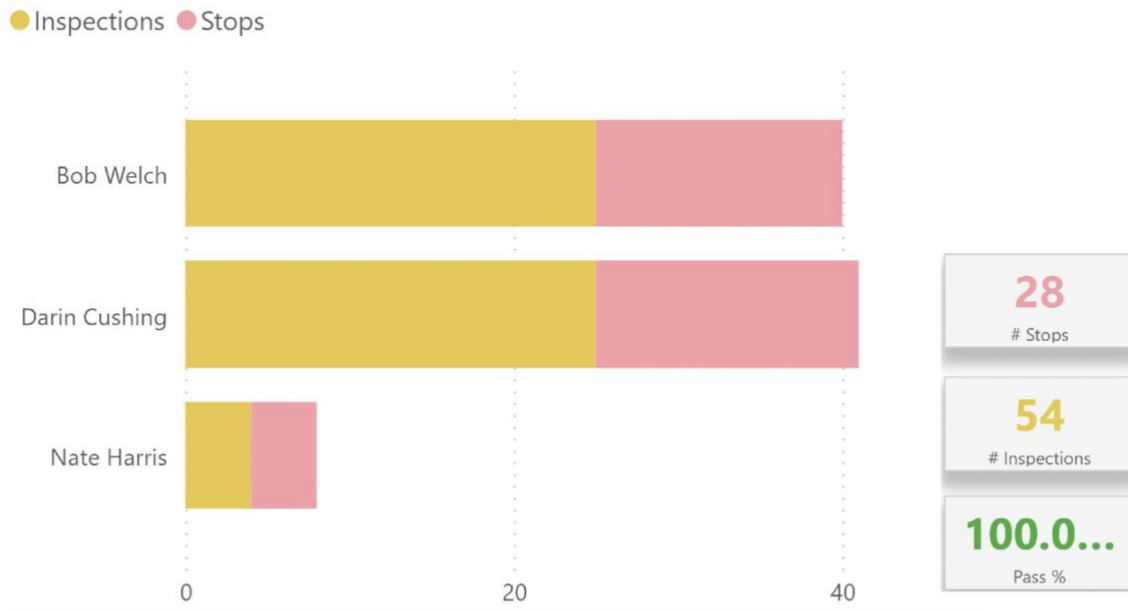
Total Permit Activities Generated (month): 44

PERMIT ACTIVITY	MARCH 2023	CALENDAR YEAR 2023
Commercial Activity	11 Permits	31 Permits
Valuation	\$160,345	\$361,205
Single Family Residential	0 Permits	0 Permits
Valuation	\$0	\$0
Multiple Residential Units	0 Permits (0 units)	0 Permits (0 units)
Valuation	\$0	\$0
Miscellaneous Residential (Additions, decks, garages, etc.)	33 Permits	80 Permits
Valuation	\$379,843	\$819,404
Demolition	0 Permits	0 Permits
Valuation	\$0	\$0





March 2023 Inspections Conducted – By Category & Stops



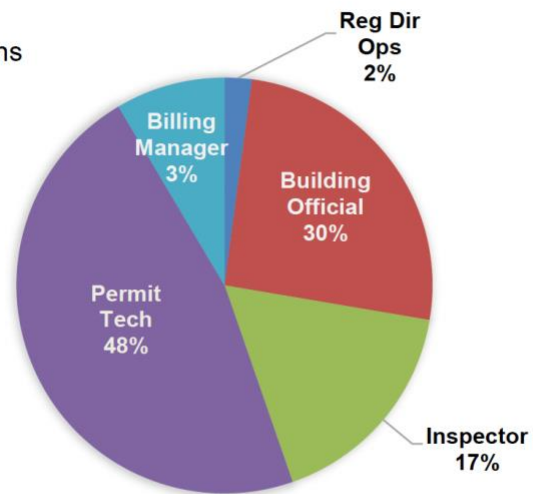
Inspection Activity

Total Inspections and reviews: 54 – (Avg. of over 2.34 per day)
 Total Building, Plumbing, Heating, Electrical Inspections: 54
 Above inspections provided next business day 54 (100%)

project_name	Inspection
Windows/Doors/Shutters - Residential	6
Windows/Doors/Shutters - Commercial	1
Solar - Residential	4
Screen Enclosure - Residential	1
Reroof/Roofing - Residential	12
Renovation - Residential	2
Pool/Spa - Residential	4
Plumbing - Residential	2
Plumbing - Commercial	1
Fence - Residential	1
Electrical - Residential	3
Electrical - Commercial	1
Concrete - Residential	3
Addition - Residential	11
Accessory Building - Residential	2
Total	54

Meet Your SAFEbuilt Team

Thomas M. Walsh, Regional Director of Operations
 Darin Cushing, Building Official
 Nate Harris, Inspector
 Rebecca Giles, Permit Technician
 Stephanie Ramsey, Billing Manager



TRANSFORMING COMMUNITY DEVELOPMENT

BILLING REPORT

ACTIVITY FROM 03/01/2023 TO 03/31/2023

Fee Type	Paid Date	Amount Paid
PERMIT: 23KEN-00028 5798 58TH ST N, KENNETH CITY, FL 33709 Reroof/Roofing - Residential		
DCA Fee 1%	03/01/2023	\$13.93
BCAI Fee 1.5%	03/01/2023	\$20.90
Permit Fee	03/01/2023	\$1,393.42
Administrative Fee - Non-floodplain Projects	03/01/2023	\$195.00
Subtotal by Permit		\$1,623.25
PERMIT: 23KEN-00074 5174 59TH WAY N, KENNETH CITY, FL 33709 Windows/Doors/Shutters - Residential		
DCA Fee 1%	03/10/2023	\$3.90
BCAI Fee 1.5%	03/10/2023	\$5.85
Plan Review	03/10/2023	\$195.00
Permit Fee	03/10/2023	\$195.02
Administrative Fee - Non-floodplain Projects	03/10/2023	\$195.00
Subtotal by Permit		\$594.77
PERMIT: 23KEN-00082 5852 48TH AVE N, KENNETH CITY, FL 33709 Reroof/Roofing - Residential		
DCA Fee 1%	03/07/2023	\$2.00
BCAI Fee 1.5%	03/07/2023	\$2.00
Permit Fee	03/07/2023	\$119.02
Administrative Fee - Floodplain Projects	03/07/2023	\$255.00
Subtotal by Permit		\$378.02
PERMIT: 23KEN-00083 4571 66TH ST, KENNETH CITY, FL 33709 Fire Alarm - Commercial		
DCA Fee 1%	03/31/2023	\$6.10
BCAI Fee 1.5%	03/31/2023	\$9.15
Plan Review	03/31/2023	\$195.00
Permit Fee	03/31/2023	\$415.02
Administrative Fee - Non-floodplain Projects	03/31/2023	\$195.00
Subtotal by Permit		\$820.27
PERMIT: 23KEN-00088 4993 LAKE CHARLES DR N, KENNETH CITY, FL 33709 Reroof/Roofing - Residential		
DCA Fee 1%	03/06/2023	\$4.57
BCAI Fee 1.5%	03/06/2023	\$6.86
Permit Fee	03/06/2023	\$457.02
Administrative Fee - Non-floodplain Projects	03/06/2023	\$195.00
Subtotal by Permit		\$663.45
PERMIT: 23KEN-00089 5802 54TH AVE N, KENNETH CITY, FL 33709 Electrical - Commercial		
DCA Fee 1%	03/02/2023	\$8.10

BILLING REPORT

ACTIVITY FROM 03/01/2023 TO 03/31/2023

Fee Type	Paid Date	Amount Paid
BCAI Fee 1.5%	03/02/2023	\$12.15
Plan Review	03/02/2023	\$195.00
Permit Fee	03/02/2023	\$615.02
Administrative Fee - Non-floodplain Projects	03/02/2023	\$195.00
Subtotal by Permit		\$1,025.27
PERMIT: 23KEN-00090 5901 49TH AVE N, KENNETH CITY, FL 33709 Reroof/Roofing - Residential		
DCA Fee 1%	03/02/2023	\$2.27
BCAI Fee 1.5%	03/02/2023	\$3.41
Permit Fee	03/02/2023	\$227.02
Administrative Fee - Non-floodplain Projects	03/02/2023	\$195.00
Subtotal by Permit		\$427.70
PERMIT: 23KEN-00091 6116 46TH AVE N, KENNETH CITY, FL 33709 Windows/Doors/Shutters - Residential		
DCA Fee 1%	03/03/2023	\$3.39
BCAI Fee 1.5%	03/03/2023	\$5.09
Plan Review	03/03/2023	\$195.00
Permit Fee	03/03/2023	\$144.24
Administrative Fee - Non-floodplain Projects	03/03/2023	\$195.00
Subtotal by Permit		\$542.72
PERMIT: 23KEN-00092 5355 60TH ST N, KENNETH CITY, FL 33709 Reroof/Roofing - Residential		
DCA Fee 1%	03/03/2023	\$2.78
BCAI Fee 1.5%	03/03/2023	\$4.17
Permit Fee	03/03/2023	\$278.02
Administrative Fee - Non-floodplain Projects	03/03/2023	\$195.00
Subtotal by Permit		\$479.97
PERMIT: 23KEN-00093 6450 49TH AVE N, KENNETH CITY, FL 33709 Reroof/Roofing - Residential		
DCA Fee 1%	03/06/2023	\$2.75
BCAI Fee 1.5%	03/06/2023	\$4.12
Permit Fee	03/06/2023	\$274.98
Administrative Fee - Non-floodplain Projects	03/06/2023	\$195.00
Subtotal by Permit		\$476.85
PERMIT: 23KEN-00094 4300 58TH ST N # 1916, KENNETH CITY, FL 33709 Plumbing - Commercial		
DCA Fee 1%	03/07/2023	\$2.00
BCAI Fee 1.5%	03/07/2023	\$2.00
Permit Fee	03/07/2023	\$109.92

BILLING REPORT

ACTIVITY FROM 03/01/2023 TO 03/31/2023

Fee Type	Paid Date	Amount Paid
Administrative Fee - Non-floodplain Projects	03/07/2023	\$195.00
Subtotal by Permit		\$308.92
PERMIT: 23KEN-00095 5845 47TH AVE N, KENNETH CITY, FL 33709 Windows/Doors/Shutters - Residential		
DCA Fee 1%	03/09/2023	\$5.46
BCAI Fee 1.5%	03/09/2023	\$8.19
Plan Review	03/09/2023	\$195.00
Permit Fee	03/09/2023	\$350.78
Administrative Fee - Floodplain Projects	03/09/2023	\$255.00
Subtotal by Permit		\$814.43
PERMIT: 23KEN-00096 6400 46TH AVE N # 61, KENNETH CITY, FL 33709 Plumbing - Commercial		
DCA Fee 1%	03/28/2023	\$2.00
BCAI Fee 1.5%	03/28/2023	\$2.00
Permit Fee	03/28/2023	\$105.00
Administrative Fee - Non-floodplain Projects	03/28/2023	\$195.00
Subtotal by Permit		\$304.00
PERMIT: 23KEN-00097 4140 55TH ST N # 1112, KENNETH CITY, FL 33709 Plumbing - Commercial		
DCA Fee 1%	03/09/2023	\$2.00
BCAI Fee 1.5%	03/09/2023	\$2.00
Permit Fee	03/09/2023	\$105.00
Administrative Fee - Non-floodplain Projects	03/09/2023	\$195.00
Subtotal by Permit		\$304.00
PERMIT: 23KEN-00099 4892 56TH WAY N, KENNETH CITY, FL 33709 Windows/Doors/Shutters - Residential		
DCA Fee 1%	03/10/2023	\$3.00
BCAI Fee 1.5%	03/10/2023	\$4.50
Plan Review	03/10/2023	\$195.00
Permit Fee	03/10/2023	\$105.00
Administrative Fee - Non-floodplain Projects	03/10/2023	\$195.00
Subtotal by Permit		\$502.50
PERMIT: 23KEN-00100 4501 66TH ST N, KENNETH CITY, FL 33709 Landscape		
DCA Fee 1%	03/10/2023	\$3.00
BCAI Fee 1.5%	03/10/2023	\$4.50
Plan Review	03/10/2023	\$195.00
Permit Fee	03/10/2023	\$105.02

BILLING REPORT

ACTIVITY FROM 03/01/2023 TO 03/31/2023

Fee Type	Paid Date	Amount Paid
Administrative Fee - Non-floodplain Projects	03/10/2023	\$195.00
Subtotal by Permit		\$502.52
PERMIT: 23KEN-00101 5861 42ND TER N # 1707, KENNETH CITY, FL 33709 Mechanical - Commercial		
DCA Fee 1%	03/30/2023	\$2.00
BCAI Fee 1.5%	03/30/2023	\$2.52
Permit Fee	03/30/2023	\$168.00
Administrative Fee - Floodplain Projects	03/30/2023	\$255.00
Subtotal by Permit		\$427.52
PERMIT: 23KEN-00103 5015 58TH ST N, KENNETH CITY, FL 33709 Reroof/Roofing - Residential		
DCA Fee 1%	03/13/2023	\$2.77
BCAI Fee 1.5%	03/13/2023	\$4.16
Permit Fee	03/13/2023	\$277.02
Administrative Fee - Non-floodplain Projects	03/13/2023	\$195.00
Subtotal by Permit		\$478.95
PERMIT: 23KEN-00104 4152 55TH WAY N # 926, KENNETH CITY, FL 33709 Windows/Doors/Shutters - Residential		
DCA Fee 1%	03/14/2023	\$3.03
BCAI Fee 1.5%	03/14/2023	\$4.55
Plan Review	03/14/2023	\$195.00
Permit Fee	03/14/2023	\$108.13
Administrative Fee - Non-floodplain Projects	03/14/2023	\$195.00
Subtotal by Permit		\$505.71
PERMIT: 23KEN-00105 5981 52ND AVE N, KENNETH CITY, FL 33709 Plumbing - Residential		
DCA Fee 1%	03/14/2023	\$2.00
BCAI Fee 1.5%	03/14/2023	\$2.00
Permit Fee	03/14/2023	\$105.00
Administrative Fee - Non-floodplain Projects	03/14/2023	\$195.00
Subtotal by Permit		\$304.00
PERMIT: 23KEN-00106 6400 46TH AVE N # 113, KENNETH CITY, FL 33709 Mechanical - Commercial		
DCA Fee 1%	03/17/2023	\$2.00
BCAI Fee 1.5%	03/17/2023	\$2.27
Permit Fee	03/17/2023	\$151.02
Administrative Fee - Non-floodplain Projects	03/17/2023	\$195.00
Subtotal by Permit		\$350.29

BILLING REPORT

ACTIVITY FROM 03/01/2023 TO 03/31/2023

Fee Type	Paid Date	Amount Paid
PERMIT: 23KEN-00107 6033 49TH AVE N, KENNETH CITY, FL 33709 Electrical - Residential		
DCA Fee 1%	03/16/2023	\$2.00
BCAI Fee 1.5%	03/16/2023	\$2.00
Permit Fee	03/16/2023	\$105.00
Administrative Fee - Non-floodplain Projects	03/16/2023	\$195.00
Subtotal by Permit		\$304.00
PERMIT: 23KEN-00108 4851 56TH WAY N, KENNETH CITY, FL 33709 Electrical - Residential		
DCA Fee 1%	03/17/2023	\$6.57
BCAI Fee 1.5%	03/17/2023	\$9.85
Plan Review	03/17/2023	\$195.00
Permit Fee	03/17/2023	\$461.58
Administrative Fee - Non-floodplain Projects	03/17/2023	\$195.00
Subtotal by Permit		\$868.00
PERMIT: 23KEN-00109 5675 44TH AVE N, KENNETH CITY, FL 33709 Plumbing - Residential		
DCA Fee 1%	03/21/2023	\$3.78
BCAI Fee 1.5%	03/21/2023	\$5.66
Plan Review	03/21/2023	\$195.00
Permit Fee	03/22/2023	\$182.52
Administrative Fee - Non-floodplain Projects	03/22/2023	\$195.00
Subtotal by Permit		\$581.96
PERMIT: 23KEN-00110 6048 51ST AVE N, KENNETH CITY, FL 33709 Electrical - Residential		
DCA Fee 1%	03/21/2023	\$2.00
BCAI Fee 1.5%	03/21/2023	\$2.00
Permit Fee	03/21/2023	\$105.00
Administrative Fee - Non-floodplain Projects	03/21/2023	\$195.00
Subtotal by Permit		\$304.00
PERMIT: 23KEN-00111 6144 46TH AVE N, KENNETH CITY, FL 33709 Reroof/Roofing - Residential		
DCA Fee 1%	03/22/2023	\$2.00
BCAI Fee 1.5%	03/22/2023	\$2.63
Permit Fee	03/22/2023	\$175.02
Administrative Fee - Non-floodplain Projects	03/22/2023	\$195.00
Subtotal by Permit		\$374.65
PERMIT: 23KEN-00113 6127 44TH AVE N, KENNETH CITY, FL 33709 Windows/Doors/Shutters - Residential		
DCA Fee 1%	03/23/2023	\$5.17

BILLING REPORT

ACTIVITY FROM 03/01/2023 TO 03/31/2023

Fee Type	Paid Date	Amount Paid
BCAI Fee 1.5%	03/23/2023	\$7.76
Plan Review	03/23/2023	\$195.00
Permit Fee	03/23/2023	\$322.39
Administrative Fee - Non-floodplain Projects	03/23/2023	\$195.00
Subtotal by Permit		\$725.32
PERMIT: 23KEN-00114 5675 44TH AVE N, KENNETH CITY, FL 33709 Mechanical - Residential		
DCA Fee 1%	03/23/2023	\$3.48
BCAI Fee 1.5%	03/23/2023	\$5.23
Permit Fee	03/23/2023	\$348.42
Administrative Fee - Non-floodplain Projects	03/23/2023	\$195.00
Subtotal by Permit		\$552.13
PERMIT: 23KEN-00116 4151 55TH WAY N # 952, KENNETH CITY, FL 33709 Mechanical - Residential		
DCA Fee 1%	03/27/2023	\$2.00
BCAI Fee 1.5%	03/27/2023	\$2.33
Permit Fee	03/27/2023	\$155.02
Administrative Fee - Non-floodplain Projects	03/27/2023	\$195.00
Subtotal by Permit		\$354.35
PERMIT: 23KEN-00118 5675 44TH AVE N, KENNETH CITY, FL 33709 Electrical - Residential		
DCA Fee 1%	03/28/2023	\$2.00
BCAI Fee 1.5%	03/28/2023	\$2.00
Permit Fee	03/28/2023	\$105.00
Administrative Fee - Non-floodplain Projects	03/28/2023	\$195.00
Subtotal by Permit		\$304.00
PERMIT: 23KEN-00119 5569 56TH WAY N, KENNETH CITY, FL 33709 Reroof/Roofing - Residential		
DCA Fee 1%	03/28/2023	\$3.73
BCAI Fee 1.5%	03/28/2023	\$5.60
Permit Fee	03/28/2023	\$373.20
Administrative Fee - Non-floodplain Projects	03/28/2023	\$195.00
Subtotal by Permit		\$577.53
PERMIT: 23KEN-00120 6400 46TH AVE N # 301, KENNETH CITY, FL 33709 Electrical - Commercial		
DCA Fee 1%	03/29/2023	\$2.00
BCAI Fee 1.5%	03/29/2023	\$2.00
Permit Fee	03/29/2023	\$105.00
Administrative Fee - Non-floodplain Projects	03/29/2023	\$195.00

BILLING REPORT

ACTIVITY FROM 03/01/2023 TO 03/31/2023

Fee Type	Paid Date	Amount Paid
Subtotal by Permit		\$304.00
PERMIT: 23KEN-00121 4441 63RD ST N, KENNETH CITY, FL 33709 Reroof/Roofing - Residential		
DCA Fee 1%	03/30/2023	\$2.00
BCAI Fee 1.5%	03/30/2023	\$2.62
Permit Fee	03/30/2023	\$174.38
Administrative Fee - Non-floodplain Projects	03/30/2023	\$195.00
Subtotal by Permit		\$374.00
PERMIT: 23KEN-00122 5013 LAKE CHARLES DR N, KENNETH CITY, FL 33709 Reroof/Roofing - Residential		
DCA Fee 1%	03/30/2023	\$2.45
BCAI Fee 1.5%	03/30/2023	\$3.67
Permit Fee	03/30/2023	\$244.62
Administrative Fee - Non-floodplain Projects	03/30/2023	\$195.00
Subtotal by Permit		\$445.74
PERMIT: 23KEN-00123 4993 LAKE CHARLES DR N, KENNETH CITY, FL 33709 Mechanical - Residential		
DCA Fee 1%	03/30/2023	\$2.41
BCAI Fee 1.5%	03/30/2023	\$3.62
Permit Fee	03/30/2023	\$241.12
Administrative Fee - Non-floodplain Projects	03/30/2023	\$195.00
Subtotal by Permit		\$442.15
PERMIT: 23KEN-00124 5694 40TH TER N # 425, KENNETH CITY, FL 33709 Mechanical - Commercial		
DCA Fee 1%	03/31/2023	\$2.35
BCAI Fee 1.5%	03/31/2023	\$3.53
Permit Fee	03/31/2023	\$235.02
Administrative Fee - Non-floodplain Projects	03/31/2023	\$195.00
Subtotal by Permit		\$435.90
PERMIT: 23KEN-00125 4325 58TH WAY N # 1522, KENNETH CITY, FL 33709 Plumbing - Commercial		
DCA Fee 1%	03/31/2023	\$2.00
BCAI Fee 1.5%	03/31/2023	\$2.00
Permit Fee	03/31/2023	\$105.00
Administrative Fee - Non-floodplain Projects	03/31/2023	\$195.00
Subtotal by Permit		\$304.00

Summary	
Fee Type	Total Amount Paid
Administrative Fee - Floodplain Projects	\$765.00
Administrative Fee - Non-floodplain Projects	\$6,630.00
BCAI Fee 1.5%	\$174.89
DCA Fee 1%	\$124.99
Permit Fee	\$9,246.96
Plan Review	\$2,145.00
Total	\$19,086.84



TOWN OF KENNETH CITY
 Robert Duncan
 6000 54th Ave No
 Kenneth City, FL 33709

Invoice number 114784
 Date 03/31/2023

Project **2201643001 Town of Kenneth City**

Billing period through March 31, 2023

PM: Thomas Walsh

PO# 9

BUILDING

Professional Fees

	Date	Hours	Rate	Billed Amount
Building Inspector				
Nate Harris				
Inspections				
	03/14/2023	1.00	95.00	95.00
	03/20/2023	1.00	95.00	95.00
	03/23/2023	1.50	95.00	142.50
	03/28/2023	1.50	95.00	142.50
	03/30/2023	1.00	95.00	95.00
	Subtotal	6.00		570.00
 Building Official				
Darin Cushing				
Inspections				
	03/07/2023	1.50	105.00	157.50
	03/08/2023	1.50	105.00	157.50
	03/16/2023	2.00	105.00	210.00
	03/21/2023	2.00	105.00	210.00
	03/24/2023	1.00	105.00	105.00
	03/29/2023	2.00	105.00	210.00
	03/31/2023	2.00	105.00	210.00
	Subtotal	12.00		1,260.00
 Inspector				
Clarence Welch				
Inspections				
	03/01/2023	2.00	95.00	190.00
	03/02/2023	3.00	95.00	285.00
	03/13/2023	2.00	95.00	190.00
	03/15/2023	2.00	95.00	190.00
	03/17/2023	1.00	95.00	95.00
	Subtotal	10.00		950.00
	Phase subtotal			2,780.00

BUILDING

Professional Fees

	Date	Hours	Rate	Billed Amount
Building Inspector				
Nate Harris				
Plan Review				
	03/03/2023	1.00	95.00	95.00
	03/10/2023	1.00	95.00	95.00
	Subtotal	2.00		190.00
Building Official				
Darin Cushing				
Plan Review				
	03/01/2023	2.00	105.00	210.00
	03/16/2023	1.00	105.00	105.00
	03/21/2023	2.50	105.00	262.50
	Subtotal	5.50		577.50
Phase subtotal				767.50

BUILDING OFFICIAL

Professional Fees

	Date	Hours	Rate	Billed Amount
Building Official				
Darin Cushing				
Building Official				
<i>Floodplain/CRS work</i>	03/01/2023	4.00	105.00	420.00
<i>Floodplain/CRS work</i>	03/02/2023	4.00	105.00	420.00
<i>Floodplain Management</i>	03/03/2023	1.00	105.00	105.00
	03/07/2023	1.50	105.00	157.50
	03/08/2023	1.00	105.00	105.00
	03/09/2023	3.00	105.00	315.00
	03/10/2023	3.00	105.00	315.00
	03/13/2023	1.00	105.00	105.00
	03/14/2023	2.00	105.00	210.00
	03/15/2023	3.50	105.00	367.50
	03/16/2023	1.00	105.00	105.00
	03/17/2023	4.00	105.00	420.00
<i>Floodplain Management</i>				
<i>Zoning research</i>				
	03/20/2023	1.00	105.00	105.00
	03/21/2023	2.00	105.00	210.00
	03/22/2023	4.00	105.00	420.00
	03/23/2023	1.50	105.00	157.50
	03/24/2023	2.00	105.00	210.00
	03/27/2023	3.00	105.00	315.00
	03/28/2023	4.00	105.00	420.00
<i>Floodplain Management</i>				
<i>Ordinance Revisions</i>				

BUILDING OFFICIAL

Professional Fees

	Date	Hours	Rate	Billed Amount
Building Official				
Darin Cushing				
Building Official				
	03/30/2023	1.00	105.00	105.00
	03/31/2023	2.00	105.00	210.00
	Subtotal	49.50		5,197.50
Phase subtotal				5,197.50

PERMIT CLERK

Professional Fees

	Date	Hours	Rate	Billed Amount
Administration				
Stephanie Ramsay				
Permit Tech/Admin/Front Counter				
	03/07/2023	0.50	67.60	33.80
	Subtotal	0.50		33.80
Permit Technician				
Amanda Erskin				
Permit Tech/Admin/Front Counter				
	03/07/2023	1.00	67.60	67.60
	03/29/2023	2.00	67.60	135.20
	Subtotal	3.00		202.80
Rebecca Giles				
Permit Tech/Admin/Front Counter				
	03/01/2023	3.00	67.60	202.80
	03/02/2023	3.50	67.60	236.60
	03/03/2023	4.00	67.60	270.40
	03/06/2023	3.00	67.60	202.80
	03/08/2023	4.00	67.60	270.40
	03/09/2023	3.25	67.60	219.70
	03/10/2023	3.00	67.60	202.80
	03/13/2023	2.50	67.60	169.00
	03/14/2023	4.00	67.60	270.40
	03/15/2023	3.75	67.60	253.50
	03/16/2023	4.00	67.60	270.40
	03/17/2023	3.50	67.60	236.60
	03/20/2023	4.00	67.60	270.40
	03/21/2023	4.50	67.60	304.20
	03/22/2023	3.50	67.60	236.60
	03/23/2023	4.00	67.60	270.40
	03/24/2023	3.00	67.60	202.80
	03/27/2023	2.00	67.60	135.20
	03/28/2023	4.00	67.60	270.40
	03/30/2023	3.00	67.60	202.80
	03/31/2023	4.00	67.60	270.40

PERMIT CLERK

Professional Fees

	Date	Hours	Rate	Billed Amount
Permit Technician				
	Subtotal	73.50		4,968.60
	Phase subtotal			5,205.20
			Invoice total	13,950.20

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
113922	02/28/2023	14,932.00		14,932.00			
114784	03/31/2023	13,950.20	13,950.20				
	Total	28,882.20	13,950.20	14,932.00	0.00	0.00	0.00

Please remit payment to:
 10720 Caribbean Blvd, Suite 650
 Cutler Bay, Florida 33189