



THE TOWN OF KENNETH CITY, FLORIDA
Council Meeting
PUBLIC NOTICE

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

6:30 pm	December 8 ,2021	Community Hall
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- A. Call to Order
- B. Invocation and Pledge of Allegiance
- C. Roll Call
- D. Consent Agenda
 - 1. November Meeting Minutes:
 - November 3rd , 2021 *Special Workshop*
 - November 17th , 2021 *Council Meeting*

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

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

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

- F. Action Agenda
 - 1. Memorandum: Duke Energy *Right of Way*, Ordinance No. 2021-656 SECOND READING
Exhibit 1. Ordinance No. 2021-656
 - 2. Memorandum: Town-wide Maintenance of Sign Inventory
- G. Department Reports (Public Works, Public Safety, Building)
 - Exhibit 2. KCPD stats
 - Exhibit 3. KC Building Stats
- H. Officer Reports (Town Clerk, Attorney and Town Manager)
- I. Mayor/Council Comments
- J. Adjournment

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



THE TOWN OF KENNETH CITY, FLORIDA

Workshop Meeting Minutes

November 3rd, 2021

A. Call to Order

B. Invocation and Pledge of Allegiance

C. Roll Call

Councilmember Noble
Councilmember Cummings
Councilmember Roberts
Vice Mayor Zemaitis
Mayor Howell
Town Manager Cavalli
Attorney Mora

D. Public Comment

Anna Dotson, 43rd Ave

Thanked the town for removing the padlock from the gate at her neighborhood park. Dotson said she would like to see a new swing installed in the playground. Dotson asked that the town consider installing speedbumps on her street.

Steve Wunderly, Lake Charles Dr

Requested that public announcements of all meetings be posted further in advance than current meeting notices.

Public Comments Closed

E. Presentation: Forward Pinellas

Manager Cavalli introduced Rodney Chatman from Forward Pinellas. Chatman shared a presentation that provided an overview of Forward Pinellas, offering general information as well as information specific to the Town of Kenneth City and the Joe's Creek trail.

Recreational Vehicle Parking in Residential Areas Code Analysis Overview

Chatman introduced Nousheen Rahman who shared information and updates specific to the Recreational Vehicle study and survey. As of this date, 250 survey responses have been recorded. Rahman spoke about their next steps and their end goal of providing the Town with at least 3 possible options based on the study's results for amending chapter 54 of the Town Ordinances. Rahman stated that final Survey results and project analysis will be

presented on the tentative date of December 15th.

Mayor Howell asked that they councilmembers share their comments.

Councilmember Roberts stated that she would “like to see what these three options are.” She stated that she believes there should be a limit on the size of RVs.

Councilmember Zemaitis said “I agree with Councilmember Roberts. I am against parking on the streets.” Zemaitis said “hopefully we can get more community involvement and feedback in this process.”

Councilmember Noble said, “I’m thankful” and “I want to see more of what the data shows.” Noble said she is “looking forward to seeing a more comprehensive study.”

Councilmember Cummings shared that he is an RV owner but he “thinks there needs to be regulations.” Cummings said he does not think parking on the grass should be an option.

Mayor Howell asked Rahman and Chatman if there would be a fourth option which would be “to keep exactly what we have.”

F. Workshop/Discussion: Chapter 54 -Residential Parking & Vehicles

Mayor Howell opened the floor to public comment.

Tim Shelby, Lake Charles Dr

Shelby asked where the town came up with the 30ft limit for RVs. He stated, “I would like to have the option to park my RV at home if needed.”

Bob Harris, 64th St

Mr. Harris shared that one of his neighbors drives over his lawn, causing damage to his grass whenever he pulls out his boat.

Karen Bach, 64th St

Ms. Bach stated she believed the polices were “archaic” and that “a 30-foot boat blocks the whole street.” Bach said “this effects our house value too.”

Kathy Zimmerman, 43rd Ave

“My town is a disgrace, now.” Ms. Zimmerman said there were houses on her street “with 5 and 6 cars in their yard.”

Anita Shelby, 43rd Ave

Asked for clarification about code enforcement and current practices.

(did not state name or street)

Asked “how many ordinance violations have we already enforced?” She asked “why are we still discussing this?”

Dan Frank, 50th Ave N

Stated "it's ecologically better for the environment to park on the grass, than to add more pavement to the county." Frank also asked that the town leadership consider any hardship these rules may impose on residents.

Lisa Malloy, 46th Ave

Ms. Malloy shared that she has an 18ft. boat parked on the grass and that "it's my property." Malloy said, "why do you want to tell me what I can do on my property."

Steve Wunderly, Lake Charles DR

Said he believes this issue should be treated on an individual basis based on the size of the home's driveway and circumstance, "not necessarily RV specific."

Jeff Phannes, 64th St N

Said he does not mind parking on the grass.

Carlos Varela, 52nd Ave N

Shared that he was a real estate agent for many years and has concerns about how unregulated RV parking has a detrimental impact on home values. Varela said, "it's costing me money."

Janice Robinson, 55th Ave N

Shared that her neighbors don't mind her 36ft. RV. Robinson shared that she thinks she should be grandfathered in if the law changes. Robinson said she pays \$3600 a year to store it somewhere but would like the option to park it at her home if needed.

Jeff Phannes, 64th St N

"People move to Kenneth City because they are allowed to park their RVs here."

Anna Dotson, 43rd Ave N

Said she was concerned about RV weight impact on road erosion.

Heather, Lake Charles Dr

Said she has an RV and that she "shouldn't be punished because you have a rotten neighbor."

Councilmember Noble asked Attorney Mora to explain *Forward Pinellas'* scope of work. Attorney Mora explained the parameters of the work FP would be doing for this council.

Mayor Howell closed public comment

There were brief closing comments from a few councilmembers.

Councilmember Roberts stated, "when I moved here, there were no RV's or boats or vans or trucks with their business names written on them permitted."

Councilmember Noble stated "the code as it stands is ambiguous and too difficult to enforce."

Councilmember Zemaitis stated “I am glad we have more community involvement and input” and “I am going to base my decision on safety, not appearances.”

Councilmember Cummings said, “I would like to explore the options.”

Mayor Howell closed Discussion.

Attorney Mora asked that Forward Pinellas clarify their return date. The council determined that they would return, tentatively, on December 15th for another workshop.

G. Discussion: Neighborly/Meals on Wheels Donation

Councilmember Noble shared with the council that she and several others went to the Ribbon Cutting for the Feed Pinellas, Trinity Café. Noble described all that will be provided at their “Empowerment Center.” She stated that she would like the town to consider providing a donation to this non-profit. The council decided unanimously to donate \$1500 to Feeding Pinellas and \$500 to Meals on Wheels. The decision included leaving \$2000 in the budgeted fund for a similar, currently undetermined need.

H. Mayor/Council/Attorney/Manager Comments

Councilmember Zemaitis shared some ideas she had for raising the town’s revenue that included developing a state-of-the-art swimming pool for competitive swimmers as well as residents.

Town Clerk, Ana Cabezas shared news of a fundraiser the police department is hosting for the benefit of CASA.

Attorney Mora gave an update on upcoming legislation that could potentially impact towns across the state. Mora also shared that there would be an upcoming resolution put forth for the March elections.

I. Adjournment

Councilmember Zemaitis motioned to adjourn the meeting.
Councilmember Roberts offered a second to the motion.



THE TOWN OF KENNETH CITY, FLORIDA

Council Meeting Minutes

November 17, 2021

A. Call to Order

B. Invocation and Pledge of Allegiance

C. Roll Call

Councilmember Noble
Councilmember Cummings
Councilmember Roberts
Vice Mayor Zemaitis
Mayor Howell
Town Manager Cavalli
Attorney Mora

D. Consent Agenda

1. October 13th meeting minutes
2. Authorization for donations to Neighborly- *Meals on Wheels* and Feeding Tampa Bay
Motion to approve consent agenda made by Councilmember Noble
Second was offered by Vice Mayor Zemaitis
All in favor
Motion to approve consent agenda passed

D. Public Comment

Larry Hautt, 6114 49th Ave N

Mr. Hautt asked if the Town is still recording council meetings. Mayor Howell and council responded that we are. The Town Clerk clarified that we are videotaping all meetings and the meeting minutes are also available after the meetings. Manager Cavalli shared that we will soon be revising our technology to make the meetings more accessible to the public to provide "different forms of access."

Tina Homsy, 4701 60th ST N

Ms. Homsy shared that her street has pot-holes and needs repairs. Thrift City has garbage piling behind the building, sidewalks in front of Dixie Hollins High School needs to be repaired.

E. Action Agenda

1. Duke Energy *Right of Way*, Ordinance No. 2021-656

Attorney Mora gave a brief overview of the ordinance. Mayor Howell opened the floor to public comment.

Resident, Homsy asked if this would result in her taxes increasing.

Manager Cavalli stated this ordinance constitutes *no change* between the current agreement between Duke Energy and the Town.

Mayor Howell closed public comment closed and requested a motion.

Motion to approve Ordinance 2021-656 made by Vice Mayor Zemaitis.
A second was offered by Councilmember Noble.

A roll call vote was taken

Councilmember Noble: Yes

Councilmember Cummings: Yes

Councilmember Roberts: Yes

Vice Mayor Zemaitis: Yes

Mayor Howell: Yes

All in favor

Motion was approved

2. Planning and Zoning Board, Filling Vacancies

Manager Cavalli gave a brief overview of the current board openings stating there are three open seats (one primary and two alternates). He shared names of the three residents who expressed interest in the positions, Jeff Pfannes, Tim Shoby and Paul Ashe.

Councilmember Noble requested that Mr. Jeff Pfannes be removed as an applicant from both boards. The reasons offered were attributed to “language” and “bullying” behaviors councilmember Noble states she witnessed, historically. Councilmember Noble states she feels this type of behavior would not be helpful in their efforts as a council to try and build a more cohesive community. Councilmember Roberts said she didn’t see the relevance. Mayor Howell asked the Town Attorney for input.

Attorney Mora advised the council to “take it one step at a time,” to first fill the primary seat vacancy then proceed to fill or not fill the remaining seats based on the candidates available. Attorney Mora read to the council the job responsibilities of the planning and zoning board.

Councilmember Noble motioned that Paul Ashe be chosen as the primary. Vice Mayor Zemaitis offered a second. Mayor Howell asked the public for comment. There was no discussion.

A roll call vote was taken.

Councilmember Noble: Yes

Councilmember Cummings: Yes

Councilmember Roberts: Yes

Vice Mayor Zemaitis: Yes

Mayor Howell: Yes

All in favor

Vacancy for primary position on the Zoning and Planning Board was filled by Paul Ashe.

A motion was made by Councilmember Noble for Tim Shoby to be the first alternate. A second was offered by Vice Mayor Zemaitis.

Mayor Howell asked the public for comment. There was no discussion.

A roll call vote was taken.

Councilmember Noble: Yes

Councilmember Cummings: Yes

Councilmember Roberts: Yes

Vice Mayor Zemaitis: Yes

Mayor Howell: Yes

All in favor

A discussion followed on whether the council would need to vote on a second alternate. Attorney Mora provided clarification regarding parliamentary procedure.

Councilmember Noble motioned to leave the second alternate position vacant.

Councilmember Cummings offered a second.

Mayor Howell asked the public for comment.

Tina Homsy, 4701 60th ST N

Said she doesn't know what comments were made but feels people may be due a second chance.

Fran Howell, 56th Way N

Ms. Howell shared her own concerns regarding unsavory behavior and language she has witnessed in Mr. Pfannes.

Jeff Pfannes, 4494 61st Lane N

Mr. Pfannes spoke of his experience running for mayor in the last election and his relationships with the Town Council and Mayor.

Larry Hautt, 6114 49th Ave N

Mr. Hautt spoke of his experiences during the last election, his relationship with Mr. Pfannes and his rebuttal of previous accusations.

Mayor Howell commented on his own experiences with Mr. Pfannes then asked for a vote.

A roll call vote was taken.

Councilmember Noble: Yes
Councilmember Cummings: Yes
Councilmember Roberts: No
Vice Mayor Zemaitis: No
Mayor Howell: Yes
Vote 3 to 2
Motion Carried

3. Board of Adjustments, Filling Vacancies

Manager Cavalli gave a brief overview of the current board openings stating there are town primary seats open and one alternate. There are four individuals who expressed interest and they are Debra Channing, Jeff Pfannes, Patricia Weeks and Len Zemaitis. Patricia Weeks requested to be taken off the Planning and Zoning Board and be placed onto the Board of Adjustments.

A motion was made by Vice Mayor Zemaitis to give Patricia Weeks one of the two primary vacancies on the board. A second was offered by Council Member Noble.

A roll call vote was taken.

Councilmember Noble: Yes
Councilmember Cummings: Yes
Councilmember Roberts: Yes
Vice Mayor Zemaitis: Yes
Mayor Howell: Yes
All in favor
Motion Carried

Councilmember Noble motioned to give Debra Channing the second primary seat on the Board of Adjustments. A second was offered by Councilmember Cummings. There was discussion over parliamentary procedures.

A roll call vote was taken.

Councilmember Noble: Yes
Councilmember Cummings: No
Councilmember Roberts: No
Vice Mayor Zemaitis: No
Mayor Howell: Yes
Motion failed by 3 to 2

A motion was made by Vice Mayor Zemaitis to give Len Zemaitis the second primary seat on the board. A second was offered by Council Member Roberts.

There was no comment.

A roll call vote was taken.

Councilmember Noble: Yes
Councilmember Cummings: Yes
Councilmember Roberts: Yes
Vice Mayor Zemaitis: Yes
Mayor Howell: Yes
All in favor
Motion Carried

Councilmember Noble motioned to give Debra Channing the alternate position the Board of Adjustments. A second was offered by Vice Mayor Noble. There was no comment.

A roll call vote was taken.

Councilmember Noble: Yes
Councilmember Cummings: Yes
Councilmember Roberts: Yes
Vice Mayor Zemaitis: Yes
Mayor Howell: Yes
All in favor
Motion carried; the alternate seat was filled.

4. March 2021 Election, Resolution No. 2021-10

Attorney Mora read the title of the resolution which addresses authorizing the March 15th, 2021 election. Vice Mayor Zemaitis motioned to approve the resolution. There was no comment.

A roll call vote was taken.

Councilmember Noble: Yes
Councilmember Cummings: Yes
Councilmember Roberts: Yes
Vice Mayor Zemaitis: Yes
Mayor Howell: Yes
All in favor
Motion Carried

G. Department Reports

Manager Cavalli gave the Department of Public Works update sharing they have been busy trimming trees town wide.

Deputy Chief Vieno shared updates for October, reporting that the PD held the following events: Casting with a Cop and Trunk or Treat. DC Vieno also shared that they will be partnering soon with Winn Dixie to provide several Thanksgiving meals to town residents as well as "Shop with a Cop" in December.

H. Officer Reports

Manager Cavalli shared updates on 46th Ave and the VFW Beautification Project, the 55th Street Ditch, updated LMS and CRS documents for the upcoming year, Traffic signs, the county library cooperative, the January fishing event, Town staff updates, upcoming trainings, Information Technology updates, upcoming meeting with Financial Advisor from Florida League of Cities and designated future projects.

Vice Mayor Zemaitis inquired about the Christmas Tree Lighting event. There was discussion regarding planning this event.

Manager Cavalli discussed a few other upcoming projects and concluded his report.

Attorney Mora gave a few updates on what he has been focused on for the Town of Kenneth City, Chapter 54 and Forward Pinellas and the updating of the Employee Manual. Next, Attorney Mora shared legislative updates his office is monitoring.

I. Mayor/Council Comments

Vice Mayor Zemaitis shared her thoughts on partnering with the school district to possibly build a pool at Hollins High. Vice Mayor Zemaitis said she was willing to do some research regarding the project, citing that "swimming is a very profitable sport." She shared that she spoke to the principal at Hollins High and learned that they were "willing to give us the land" next to the softball field near the trees. There was some discussion. Councilmember Noble shared that it would serve the discussion well to have a copy of the researched cost analysis. Councilmember Cummings shared that the school entered into a partnership with the YMCA "so there is a way."

Councilmember Roberts shared that she received a lot of positive feedback regarding the renewed Town Newsletter. She shared that some residents were concerned about how they would receive the letter if they did not have access to technology. Manager Cavalli stated that he would be happy to hand deliver them.

Town Clerk Cabezas shared that candidate qualification packets are ready for pick up.

G. Adjournment

Motion to adjourn the meeting was made by Vice Mayor Zemaitis

Second was made by Councilmember Roberts

All in favor

Meeting was adjourned at 7:54pm

TOWN OF KENNETH CITY

A SAFE, FRIENDLY SMALL TOWN



TO: Mayor and Council

FROM: Pete Cavalli, Town Manager

DATE: 12/08/2021

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

Summary

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

Attached is the agreement.

Discussion

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

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

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

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

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

Financial Impact

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

Conclusion

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

ORDINANCE 2021-656

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

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

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

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

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

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

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

SECTION 1 – Findings

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

SECTION 2 - Short Title

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

SECTION 3 – Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4 - Grant of Authority

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

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

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

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

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

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

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

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

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

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

SECTION 5 - Notice of Acceptance and Term of Franchise

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

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

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

SECTION 6 - Payment to Town

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

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

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

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

SECTION 7 - Favored Nations

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

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

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

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

SECTION 8 - Grantor Rights

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

SECTION 9 - Work in Rights of Way

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

SECTION 10 - Indemnification

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

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

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

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

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

SECTION 11 - Records and Reports

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

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

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

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

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

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

SECTION 12 - Retail Wheeling

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

SECTION 13 – Severability

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

SECTION 14 - Governing Law and Venue

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

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

SECTION 15 – Merger

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

SECTION 16 – Notices

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

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

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

SECTION 17 - Non-Waiver Provision

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

SECTION 18 - Repealer and Superseding Provision

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

SECTION 19 - Dispute Resolution

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

FIRST READING AND PUBLIC HEARING: _____ 2022.

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

ATTEST:

Ana Cabezas, Town Clerk

Robert J. Howell, Mayor

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

Randy Mora, Town Attorney

Peter Cavalli, Town Manager

Melissa Seixas, State President
Duke Energy Florida, LLC

TOWN OF KENNETH CITY

A SAFE, FRIENDLY SMALL TOWN



TO: Mayor and Council
FROM: Pete Cavalli, Town Manager
DATE: 12/08/2021
RE: Town-wide Maintenance of Sign Inventory

Summary

The Town's inventory of signs was found to be substandard in many respects and therefore requires immediate attention. These deficiencies include but are not limited to excessively worn signs with poor visibility, inappropriately short mounting posts/heights (the bottom of the sign to the ground is to be 7 feet in height), and other deficiencies.

To bring the Town's traffic control devices (signs and appurtenances) up to standard, the Town can make use of its long-standing agreement with Pinellas County to provide services related to the maintenance of such traffic control devices.

Staff completed its due diligence in verifying quality of work and costs. All responses were very positive as has been the Town's experience with the County's maintenance of the Traffic Control Lights. Moreover, there are inherent cost savings with working with the County including reduction in engineering costs, material cost savings, familiarity with the location and potential of items being donated. Staff compared prices to companies nationwide which showed the costs to be better if the county purchased these signs for the Town.

This project has been budgeted for in its Capital Improvement Projects Budget in the amount of \$100,000. This work is being conceptualized to be split into two phases. This phase (Phase 1) of the project being requested to move forward will be in an amount not to exceed \$50,000.

Phase 1 focuses on the Regulatory, Warning and Guide Signs. Phase 2 focuses on the replacement of the street-name signs.

Staff has verified with County Administration that they are confident that they can begin this work soon and will complete this project quickly.

The Town's current inventory includes 707 signs. The final count is likely to fluctuate as signs are added and removed. These improvements should not require work for 12-13 years, unless someone runs over or otherwise damages the sign assembly.

Discussion

The Town has an ongoing relationship with Pinellas County to provide traffic control device

maintenance services. Staff has communicated with County Administration about the potential of having to replace, maintain, and otherwise service our traffic sign inventory. They agreed that this arrangement is appropriate to perform and bill for these services. Town and County Staff have spent some time inventorying and otherwise inspecting the inventory of the Town's signs.

We have divided the Town into 7 sectors in which we will be addressing the most important signs first. These signs include those such as stop signs, speed limit, yield, dead end, no trucks, and school signs. These object markers, guide signs, no-parking signs, et cetera will be addressed in a second wave. This will complete phase 1. Phase one will include approximately 200 of these signs. The second wave will address the following 500 (approximately) signs

Phase 2 will address street name signs and will be addressed separately and brought to council (and likely several workshops).

Staff did their due diligence and verified the quality of work that was similar in nature to the work contemplated in this agenda item. All reports came back very positive. Safety Harbor mentioned that the quality of work was excellent, and costs always have come back substantially less than if they made the purchases on their own. Gulfport said their experience was very impressive.

The Town will benefit from working with the County by realizing a reduction/elimination in engineering costs, material cost savings by economies of scale, familiarity with the location as they have been maintaining and developing an "asset management system" and the potential of items being donated such as red/yellow strips in front of stop/school signs. Moreover, the County will assure that the Town's Inventory of Signs be up to current standards.

Town Staff has been working with the County's Staff for some time on this project in preparation. Therefore, County Administration feels that they are ready to start very quickly after the approval by the Town. They believe they can get this work done quickly and are currently scheduling (pending approval) their labor to work on Fridays and Saturdays.

Financial Impact

This item has been properly budgeted for in Capital Improvement Plan Budget – Account # 300-541-964.300 – Street Signage in the amount of \$100,000. Please note that this was a reduction from FY 2020/2021 Budget of \$270,000.

Staff is requesting that \$50,000 be encumbered to move forward with Phase 1 of the Maintenance of Sign Inventory Project

Conclusion

Staff respectfully requests that Town Council approve the Town Manager to work with Pinellas County to replace, upgrade and otherwise service the Town's inventory of signs, bringing them to current standards (Phase 1). This project commencing shortly after the effective date of 12/9/2021 in an amount not to exceed \$50,000 which is budgeted for in Capital Improvements Plan Budget #300-541-964-300.

Kenneth City Police Department Stats

Month/ 2021	Service Summary					Arrests					Traffic					Crime Prevention & Outreach				
	Calls for service	Reports + Supplements	AOA	Alarm	SAO Referrals	APAD Arrests	Arrests	Crash Investigations	Traffic Warnings	Traffic Citations	OND Citation	OND Notice	Business & Residential Area Checks	Theft / Watch Programs	Community Contact/Assist Citizen	Directed Patrol				
January	81	110	4	11	0	0	18	15	114	29	0	7	3329	400	139	218				
February	101	145	10	5	5	0	20	14	102	29	5	4	2720	504	153	306				
March	78	132	8	11	3	0	3	8	97	26	0	15	3400	632	327	339				
April	93	131	4	5	7	0	7	9	63	14	0	8	2622	522	157	356				
May	92	185	5	15	11	0	9	18	65	13	1	19	3176	459	236	297				
June	109	164	10	6	7	0	7	11	40	14	1	36	2407	272	184	229				
July	87	122	9	7	8	0	6	6	64	11	3	62	3818	259	235	310				
August	95	138	8	10	6	0	14	6	30	8	2	54	4296	330	242	462				
September	76	104	8	3	4	0	9	16	37	11	0	7	3252	400	217	343				
October	79	126	7	3	1	0	12	14	29	16	0	12	3108	374	290	277				
November	71	125	9	7	1	1	17	11	30	15	0	NA	3944	365	249	310				
December																				
Yearly Totals	962	1482	82	83	53	1	122	128	671	186	12	224	36012	4517	2429	3447				

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

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

Volunteer hours running total for the year are 869.5 hours. These hours are donated to the Town of Kenneth City by 6 volunteers and 5 Reserve Officers.

KCPD Monthly Stats November 2021

– Detective S. Gibson

Number of cases started with: 29, with 8 more to be assigned

Number of cases ended with: 25, with 11 more to be assigned

New cases assigned for the month

FELONY	1
MISDEMEANOR	
NON-CRIMINAL	1

Case dispositions

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

Other Activity

SURVEILLANCES	
PHOTOPACKS	1
EVIDENCE STATUS REQUESTS	
INITIAL REPORTS	
SUPPLEMENTS	7
WARRANTS	
TOUCH DNA PROCESSING / BUCCALS	
SUSPECTS RESULTING FROM TOUCH DNA	
OTHER: CCTV FOOTAGE, CELL TRACKING, D/L	
SUBPOENAS	2
JAIL RECORDINGS	
REPORTS REVIEWED	14
CONTACT ATTEMPTS	3
INTERVIEWS	1
TRANSPORTING PROPERTY/EVIDENCE	2
RECOVERED STOLEN PROPERTY	
BOLOS	
APADS	1

****It should be noted, Det Gibson was off for two weeks due to a death in the family****

KCPD Community Policing & Code Compliance Overview

November, 2021

Sergeant Andy Izrailov, Supervisor, Community Policing

Two big community policing events were held during the month of November: *Thanksgiving with the Kenneth City Police Department* on November 19th, and the *November Challenge*, which is a month-long event.

During *Thanksgiving with the Kenneth City Police Department* six local families were provided with holiday meals by the Police Department in partnership with our Winn Dixie supermarket. We thank our Mayor, Robert Howell, Councilmember Bonnie Noble, and Town Manager Pete Cavalli for attending and Winn Dixie Manager Chris and Janyiah for hosting the Event, assembling the meals and making all feel welcome.

The PD also supported the *November Challenge* throughout the month, raising money for CASA, the Pinellas County domestic violence shelter assigned to our jurisdiction. A warm thank you to Kenneth City's Moose Lodge #1145, which was our primary sponsor, as well as all personnel and residents who supported the *Challenge*.

Sergeant Andy Izrailov, Officers Jailer Diaz-Leon and Joshua Jackson attended the St. Petersburg Police law enforcement mountain bike training class on November 3rd 2021 and earned their police bike certifications. These three officers have begun patrolling the town on mountain bikes, as time permits. This community policing initiative has been well received by numerous Town residents.

A traffic safety initiative was begun at the end of the month in which gift cards are being given to drivers when an officer observes that all traffic laws have been obeyed. This positive reinforcement method regarding seatbelts and rules of the road works very well and we will have more to share in December.

The Police Department continues to maintain Operation Medicine Cabinet, which allows residents to drop off old or unwanted prescription medication for safe disposal. Officer Emely Cruz continues to do a great job, maintaining the drop off cabinet, keeping it emptied and packaging up the drugs for safe, environmentally friendly disposal.

Starting in November, Town code violations were placed under the authority of Town Hall and the Town hired a full time civilian in charge of code compliance, David Wysong, who began his employment on 11/15/2021. In order to help with the transition, Sergeant Andy Izrailov and Councilwoman Bonnie Noble conducted training for Mr. Wysong on 11/19/2021, providing police and resident perspectives on quality-of-life issues and previous procedures. Code Compliance tasks are now being investigated by Mr. Wysong. Mr. Wysong may be contacted at Town Hall by calling 727-498-8948 x318 or emailed at:

KCcode@kennethcityfl.org

During the code compliance / ordinance transition this month, officers found the most common issues to be tall grass, lot maintenance, construction with no permit, and noise complaints. The vast majority of violations were positively resolved, with residents correcting the violations.

Officers continued to conduct numerous Town business area patrols for safety and security, but with an emphasis on community policing. If the PD receives homeless subject complaints, for example, our goal is to provide a safe alternative for the homeless subjects, such as Safe Harbor and Pinellas Hope, as well as other resources, to create a positive resolution for everyone. Officers continued to conduct Directed Patrol of all Town parks and Town Hall for suspicious activity/persons.

All 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 rotated through business/roadway locations through the Town to deter traffic violations/criminal activity. Town residents are supportive of the ghost car placement and we continue to receive positive feedback. Sergeant Luis Diaz conducted two traffic details during which vehicle traffic stops were conducted.

Further, officers on midnight shift placed *Third Watch* notices throughout the Town as they checked closed business locations after hours. Officers conducted *House Checks* as requested by homeowners whose property was unattended. Officers continue to be active in the community, by making citizen contacts, interacting with children by handing out police stickers and coloring books, and being proactive regarding bike and pedestrian safety by distributing bicycle lights and issuing warnings during traffic stops, for example.

The Community Policing Unit is also in the final stages of planning for our December *Shop with a Cop* Event during which several deserving families with children will shop for toys alongside Kenneth City police officers.



TOWN OF KENNETH CITY

A SAFE, FRIENDLY SMALL TOWN

6000 54th Avenue North - Kenneth City, Florida 33709

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

town57@kennethcityfl.org | www.kennethcityfl.org

TO: TOWN CLERK

From: Gary Strait, Plans Examiner

Subject: Permits & Fees For: **November 2021**

Number of Permits Issued: **39**

Total Fees Collected: **\$ 4371.19**

The Following Permits Were Issued:

Building 21

Electric 4

Mechanical 4

Plumbing 3

Engineering 7

Landscaping 0

Gas 0

Fire 0

Sign 0

12/1/21

