



THE TOWN OF KENNETH CITY, FLORIDA
SPECIAL 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	November 17 ,2021	Community Hall
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- A. Call to Order
- B. Invocation and Pledge of Allegiance
- C. Roll Call
- D. Consent Agenda
 - 1. October Meeting Minutes:
 - October 13, 2021
 - 2. Authorization for Town Manager to make donations to Neighborly- *Meals on Wheels* and Feeding Tampa Bay, per discussion at 11/3rd workshop.
- 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. Duke Energy *Right of Way*, Ordinance No. 2021-656
 - 2. Planning and Zoning Board, Filling Vacancies
 - 3. Board of Adjustment, Filling Vacancies
 - 4. March 2021 Election, Resolution No. 2021-10
- G. Department Reports (Public Works, Public Safety, Building)
- 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

Council Meeting Minutes

October 13th, 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

Mayor Howell opened the meeting by asking if the items on the consent agenda needed to be discussed. No discussion was had. Mayor Howell asked for a motion to approve consent agenda. Council Member Noble motioned to approve the consent agenda. Councilmember Zemaitis offered a second. All members were in favor.

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

Ellen Dalbo – 4726 58th St N

Ms. Dalbo thanked the town manager for holding the town-wide garage sale. She suggested that the dates be extended from 2 days to 3 days.

Ms. Dalbo commented that she does not know why the sheriff's office answers when she calls the Kenneth City Police Department's non-emergency line. She stated that she believes there should be an after-hours line to call whatever officer is on duty, rather than calling the sheriff's department.

Mayor Howell thanked her for her comments, requested further comment from the public before closing public comment.

F. Presentation of Awards

1. Chief Eli Vasquez presented a plaque, thanking the Moose Lodge (#1145) for gifting the police department with 2 new police bikes. Chief Vasquez spoke about how the bikes will be of great value to the town and the PD. A representative from the Moose Lodge accepted the plaque and thanked his volunteers for supporting their efforts.
2. Chief Vasquez presented a plaque to Deputy Chief Vieno, honoring his 20 years of service to the town of Kenneth City. Chief Vasquez spoke about Deputy Chief Vieno's professional accomplishments as a police officer and a leader. Deputy Chief Vieno accepted the award. Town Manager, Pete Cavalli stood to

G. Forward Pinellas Presentation on Town Planning Efforts

Mayor Howell invited the town manager to introduce the executive director of Forward Pinellas (FP), Mr. Whit Blanton. Manager Cavalli shared some background information about the relationship the town has with FP. Mr. Blanton spoke about what FP is, their role and their designation as the Metropolitan Planning Organization. The designated entity "by federal and state statute that is responsible for deciding what are the priorities for transportation spending using federal and state dollars and county funds." FP is the agency that decides how those funds are spent. Mr. Blanton elaborated on what FP can provide the town of Kenneth City.

H. Action Agenda

1. Manager Cavalli shared with the council updates on the improvement plans to the VFW memorial located on 46th Avenue. Manager Cavalli reported that the county committed \$13,637.50 to the efforts to make the VFW memorial more ADA accessible while the town would be responsible for \$20,261. The county's support would pay for survey, mobilization, maintenance of traffic throughout the construction period, erosion and abatement, clearing, siding and sidewalk. The planned updates, if approved, would include relocation of the memorial rock (35 feet from the west, adjusted to be oriented to the south), landscaping, a sweeping ADA complaint sidewalk, installation of three lighted, 30-foot and 25-foot flagpoles. The three featured flags would be the state, country, and town. Manager Cavalli shared that this project is consistent with the council's expressed desire to improve the branding of the city, providing a more "finished look" to the recreational trail area. He shared that this project "incorporates aesthetics, safety, functionality and branding." Mayor Howell invited the council to discuss the project. There was some discussion regarding the expense to the town. Mr. Cavalli answered the questions posed by the mayor and town council regarding the budget and logistics.

The councilmembers shared their positions and Mayor Howell opened the floor to public discussion. No member of the public asked to speak. Mayor Howell asked for a consensus from council regarding the VFW memorial improvement plan. There was a unanimous agreement to proceed with the VFW memorial ADA improvements and beautification project.

2. Manager Cavalli asked the town council's approval to host a workshop on November 3rd to discuss chapter 54 and its implementation as well as Neighborly's *Meals on Wheels* request for support. There was some discussion on the scope and purpose of this workshop. Mayor Howell asked the council what their opinions were on Chapter 54. He asked for clarification regarding what they need to workshop. There was some discussion regarding how the data was gathered and what research went into the language of the ordinance. Councilmember Noble shared some of her concerns. Attorney Mora provided everyone at the meeting some history and background information surrounding chapter 54. Councilmember Roberts shared her thoughts regarding the need to workshop this ordinance and prepare the police department so that they understand the

codes they are enforcing. Mayor Howell asked each councilmember what they would want to change in the ordinance. Councilmember Zemaitis stated that we need “clarification on measurements” since there was some confusion. Councilmember Noble stated that we need to go to the residents to explain “what we’re doing.” Councilmember Cummings shared his concerns regarding the importance of separating the boat from the trailer in the measurement specifications. Mayor Howell said he does not want to see recreational vehicles or automobiles parked in the grass. He said he believes all vehicles need to be on a paved surface.

Manager Cavalli spoke to his comments and how these policies could potentially impact future plans for the town. Manager Cavalli also reminded the council that FP will be helping the town through this process and that they will be a part of the proposed workshop discussions. Manager Cavalli shared that the town residents will also be able to provide their input with regards to Chapter 54 through the survey designed by FP. Manager Cavalli asked the council to approve the scheduling of the workshop. Mayor Howell asked if all members agree to hold the workshop. All members agreed.

3. Manager Cavalli asked the council for a consensus to continue the contract with an existing auditor. Mayor Howell asked if there was anyone who wished to discuss the contract. Mayor Howell asked if there was any public comment. There was none. Mayor Howell asked the councilmembers for a consensus:

Councilmember Noble	Yes
Councilmember Cummings	Yes
Councilmember Roberts	No
Vice Mayor Zemaitis	Yes
Mayor Howell	Yes

A consensus was made.

I. Department Reports

Manager Cavalli presented updates on the public works department. He shared the department is trimming the oak trees on 46th Ave. He shared updates on several trainings the staff will be attending and a few upcoming projects. Councilmember Noble asked for clarification regarding the height the tree branches will be trimmed to. Public Works supervisor, Ken Moore said they plan to trim them to a height of 15 feet.

Manager provided updates on current projects he and his team are working on at town hall related to transportation, road sign survey, purchasing policy overhaul, using Pride Enterprises as a vendor, and using Pinellas County Fleet Maintenance to work on the town’s vehicles. Manager Cavalli closed his remarks asking the town council to solicit volunteers to join our boards.

Attorney Mora was invited to share updates regarding SIK Promotions. Their services were used in 2019 to host the town’s Fall Festival. The attorney asked the council if they wish to continue to use SIK Productions. There was a consensus that the town would not be using SIK Productions for any event going forward.

Manager Cavalli shared updates regarding the “Kmart Property.” There are a few prospects for development. Nothing finalized until November 1st.

J. Officer Reports

Town Clerk, Ana Cabezas shared with the council that she will be attending a Fall Conference next week

to begin the process to become a Certified Municipal Clerk.

Attorney Randy Mora shared that he will be attending the Florida Association of City and County Clerks next week as a presenter. He also shared that he will be maintaining office hours once a week at Town Hall. He stated that he will be meeting with town administrators to discuss code enforcement soon. Attorney Mora shared that he is also working on revising the personnel manual. A resolution to remove it from the Land Development Code is being written. He shared that he is also putting together resources for manager Cavalli to draft a new contract for our Solid Waste Removal.

Chief Elias Vasquez shared his department updates and statistics. Mayor Howell asked Chief Vasquez to attend the chapter 54 workshops to provide his feedback to the dialogue. Chief Vasquez said he would be there along with Sergeant Izrailov, who oversees complaints and citations.

Councilmember Roberts asked Chief Vasquez for clarification regarding the number of tickets issued in the town. Chief Vasquez explained his position. A brief discussion followed.

K. Mayor/Council Comments

Mayor Howell invited councilmembers to share thoughts and comments. Councilmember Noble shared that she is excited about the direction the town is moving in, the new “folks in here that have the expertise.” She expressed enthusiasm about the new trail work and prospects of making our town better. Councilmember Cummings said, “I agree.” Vice Mayor Zemaitis expressed enthusiasm about being able to set focus on things other than hiring.

L. Adjournment

Motion to adjourn the meeting was made by Vice Mayor Zemaitis
Second was made by Councilmember Noble
All in favor
Meeting was adjourned

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: 11/17/2021
RE: Planning and Zoning Board – Filling Vacancies

Summary

Town Management presents the following three (3) members to be considered in filling the two alternate positions on the Town's Planning and Zoning Board. These individuals are Jeff Phanes, Tim Shoby, and Paul Asche (provided in alphabetical order)

Staff asked these individuals to be present at this Town Council Meeting for the Council to be able to ask questions of the candidates, as well as, to submit their applications.

Discussion

The Town's Planning and Zoning Board's composition is listed below. At this point, there are three (3) vacancies and three (3) individuals interested in serving the Town's in those positions. These individuals are Jeff Phanes, Tim Shobby, and Paul Asche (provided in alphabetical order).

Board of Adjustment Members / Terms

Janice M. Stir (Primary)

Patricia Weeks (Primary) – Desires to be considered for the Board of Adjustment / Potentially Vacant.

Brandon Robinson (Primary)

Richard Morrison (Primary)

Andrea Kryston (Primary)

Vacant (Alternate)

Vacant (Alternate)

Please note that Patricia Weeks currently serves on the Town's Planning and Zoning Board and would like to be considered for the Board of Adjustment instead. Jeff Phanes seeks to sit on either the Town's Planning and Zoning Board and/or the Board of Adjustment.

Staff asked these individuals to be present at this month's Town Council Meeting for the Council to be able to ask questions of the candidates.

To provide a bit of background, Staff has enclosed the follow sections from the Town's Code of Ordinances.

Section 6.01. - Town planning and zoning board; board of adjustment.

The planning and zoning board, the board of adjustment, the composition of, duties of and responsibilities of these boards shall be established by the town council by ordinance, each board to consist of five (5) members and two (2) alternates.

Sec. 82-53. - Vacancies.

In the event of a vacancy on the board, the vacancy shall be filled by the first alternate subject to the approval of the town council. If for any reason the first alternate does not serve, then the second alternate shall fill the vacancy. The first and second alternates shall be subject to the approval of the council, and if neither is able to serve, the council shall appoint some third party to serve.

(Ord. No. 305, § 4, 9-8-82; Ord. No. 403, § 1, 7-11-90)

Sec. 82-54. - Decisions and recommendations.

All decisions and disposition on any matter that comes before the planning and zoning board shall be subject to the approval of the town council. Recommendations of the board rejected by council shall be accompanied by a reason for such rejection. The planning and zoning board particularly is empowered to consider and make recommendations pertaining to the following:

(1) In its capacity as the local planning agency, to propose, review, and/or make recommendations regarding amendments to the town future land use plan map, subject to the following criteria:

a. Whether the proposed future land use plan designation is consistent with and furthers the adopted goals, objectives, and policies of the comprehensive plan, including but not limited to the following:

1. If a mixed-use Residential/Office General (R/OG) designation is requested, whether the proposed or likely development of subject property would be mixed-use rather than single-use, and would help to achieve the adopted citywide percentage goal of 30 percent residential within that land use category.

2. In general, whether the proposal would promote redevelopment and/or revitalization of existing land uses.

3. In general, whether the proposal would be consistent with any specific goals, objectives, or policies relating to the land use plan designation being requested.

b. Whether the proposed land use plan designation would allow development of sufficient density and/or intensity as to cause unacceptable degradation of levels-of-service, as adopted in the comprehensive plan, for public facilities and services. In particular, no increase in allowable density or intensity should be approved along roadways with existing or projected level-of-service deficiencies.

c. Whether the proposed land use plan designation would allow development of sufficient density and/or intensity as to cause an unacceptable additional burden upon the city's provisions for emergency shelter and/or evacuation.

- d. Whether the uses allowable in the proposed future land use category are appropriate for subject property and compatible with existing and planned uses in the immediate vicinity.
- e. Whether the proposed future land use plan designation would adversely affect environmentally sensitive areas or recognized habitats for protected species.
- f. Whether the current future land use map designation or boundary was logically assigned or drawn in relation to existing conditions on subject property.
- g. Any other facts or considerations deemed by the local planning agency to be relevant to the case.
- (2) Make recommendations pertaining to platting and subdividing real property and parcels of land within the town.
- (3) Adopt a zoning plan and recommend or disapprove any proposed changes in the plan.
- (4) Promote public interest in and understanding of the master plan of planning and zoning.
- (5) Prepare with the assistance of the town council any planning or zoning involving capital projects for the next succeeding five years beginning October 1, 1989, and each succeeding year thereafter.
- (6) Make recommendations for the replatting, reconstruction or redevelopment of any area or district which may be destroyed in whole or in part or seriously damaged for any reason, particularly as a result of fire, hurricane, flood or other disaster. The recommendations from the planning and zoning board shall be subject to the approval of the council. The council is empowered to modify or change these recommendations or refer the same back to the planning and zoning board for reconsideration; and, in turn again, these matters are referred to the town council for its final approval.
- (7) No real property or parcels of land shall be contracted for housing or for any housing project, and no housing shall be constructed unless all matters pertaining to the same are first approved by the planning and zoning board and submitted to the town council for its approval; provided, however, that in the event that such project is disapproved by the board, the town council by majority vote of its members shall have the power to overrule such disapproval or make such other changes and recommendations that it may desire.
- (Ord. No. 305, § 5, 9-8-82; Ord. No. 403, §§ 1, 4, 5, 7-11-90; Ord. No. 499, § 62, 3-14-01)

Financial Impact

This item has no financial impact to the Town.

Conclusion

Staff respectfully requests that the Town Council consider, select and appoint three (3) individuals from the list of Jeff Phanes, Tim Shoby, and Paul Asche as the individuals filling the one (1) primary and two (2) alternate vacancies on the Town's Planning and Zoning Board.

TOWN OF KENNETH CITY

A SAFE, FRIENDLY SMALL TOWN



TO: Mayor and Council
FROM: Pete Cavalli, Town Manager
DATE: 11/17/2021
RE: Board of Adjustment – Filling Vacancies

Summary

Town Management presents the following members to be considered in filling the two primary vacancies and one alternate position on the Board of Adjustment. These individuals are Debra Channing, Jeffery Phanes, Patricia Weeks and Len Zemaitis (provided in alphabetical order)

Staff asked these individuals to be present at this Town Council Meeting for the Council to be able to ask questions of the candidates.

Discussion

Essentially the board of adjustment shall have the following powers and duties. (This is not an exhaustive list.)

1. To hear and decide appeals where it is alleged that there is an error or unnecessary hardship or practical difficulty in carrying out any order, division, requirement or determination made by the building director in the enforcement of this chapter.
2. To interpret the provisions of this chapter in such a way as to carry out the intent and purpose of the zoning district where in subject property is located, consistent with applicable goals, objective, and policies of the town comprehensive plan.
3. Authorize, upon appeal in specific cases, variances from the requirements of this chapter as will not be contrary to the public interest.
4. To review and act upon applications for special exception permits.
5. In approving any special exception use, the board may prescribe appropriate conditions and safeguards, consistent with the land development regulations.

The Town's Charter Sec. 82-71 states that "The board shall consist of five members, and two alternate members all of whom shall be property owners residing in the town appointed by town council upon the nomination by the council member in charge of the department of regulations. The term of office of the board members shall be for three years with vacancies being filled for the unexpired term only."

The current roster of the Board of Adjustments is provided below.

Board of Adjustment Members / Terms

Ron Sneed (Primary) (Term ending 3/23)

Stephen Kryston (Primary) (Term ending 10/23)

Carol Nash (Primary) (Term ending 2/22)

Vacant (Primary)

Vacant (Primary)

Carlos Varela (Alternate) (Term ending 10/23)

Vacant (Primary)

The Board of Adjustments has two primaries and 1 alternate vacant. Debra Channing, Jeff Phanes, Patricia Weeks, and Len Zemaitis (in alphabetical order) are the new candidates contemplated to fill the vacancies.

Staff asked these individuals to be present at this Town Council Meeting for the Council to be able to ask questions of the candidates, as well as, to submit their applications.

Financial Impact

This item has no financial impact to the Town.

Conclusion

Staff respectfully requests that the Town Council consider, select, and appoint three (3) individuals to the Board of Adjustments. Two as primary and one as alternate.



Town of Kenneth City
6000 54th Avenue North
Kenneth City, FL 33709
727.498.8948

town57@kennethcityfl.org
www.kennethcityfl.org

APPLICATION TO SERVE ON TOWN BOARDS/COMMITTEES
*All Positions are Voluntary**

Name Paul S. ASCHÉ Home Phone 727-542-8410

Address 6412 44th Ave North

Email Address PSAKC49@VERIZON.NET Cell Phone 727-542-8410

Present Occupation (or if retired, last) CHARTER BUS DRIVER

- Are you a registered voter? Yes No
- Have you been a Town resident for six months or longer? Yes No
- Are you employed by the Town? Yes No
- Do you presently serve on a Town Board or Committee? Yes No
- Do you presently hold a public office? Yes No

Please check each of the Boards and/or Committees on which you are interested in serving:

* Financial disclosure forms are required upon appointment to the Board of Adjustment or the Planning & Zoning Board

- | | |
|--|--|
| <input type="checkbox"/> Board of Adjustment* | <input type="checkbox"/> Parks, Recreation and Special Events Advisory Board |
| <input checked="" type="checkbox"/> Planning & Zoning Board* | <input type="checkbox"/> Art, Culture and Health Advisory Board |
| <input type="checkbox"/> Budget Advisory Committee | <input type="checkbox"/> Future of the City Committee |
| <input type="checkbox"/> Capital Improvements Committee | <input type="checkbox"/> Beautification Committee |
| <input type="checkbox"/> Charter Review Committee | |

Are you available for:

Daytime Meetings?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Evening Meetings?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Briefly explain why you would like to serve on the Board and/or Committee you have expressed interest in on this application.

INTERESTED IN HELPING THE TOWN.

If you have any experience that you think would be beneficial for this Board and/or Committee, please explain.

**I understand that the Town of Kenneth City is authorized to make any investigations of my background, including a criminal history background check and drug screening if deemed necessary.*



Signature

11/15/2021
Date

If you would like to submit a letter, resume or any other documentation, please attach it to this application.

Submit your completed application to the Town Clerk at Town Hall.

All applications will be kept on file for a period of one (1) year and submitted to the appropriate personnel when vacancies occur.



Town of Kenneth City
 6000 54th Avenue North
 Kenneth City, FL 33709
 727.498.8948
town57@kennethcityfl.org
www.kennethcityfl.org

APPLICATION TO SERVE ON TOWN BOARDS/COMMITTEES
*All Positions are Voluntary**

Name Dobna Canning Home Phone 727-612-9676
 Address 5085 58th St N Kenneth City 33709
 Email Address canningd58@yahoo.com Cell Phone SAME
 Present Occupation (or if retired, last) Ret - PCSB BRANCH Manager

- Are you a registered voter? Yes No
- Have you been a Town resident for six months or longer? Yes No
- Are you employed by the Town? Yes No
- Do you presently serve on a Town Board or Committee? Yes No
- Do you presently hold a public office? Yes No

Please check each of the Boards and/or Committees on which you are interested in serving:

* Financial disclosure forms are required upon appointment to the Board of Adjustment or the Planning & Zoning Board

- | | |
|--|---|
| <input checked="" type="checkbox"/> Board of Adjustment* | <input checked="" type="checkbox"/> Parks, Recreation and Special Events Advisory Board |
| <input type="checkbox"/> Planning & Zoning Board* | <input type="checkbox"/> Art, Culture and Health Advisory Board |
| <input type="checkbox"/> Budget Advisory Committee | <input checked="" type="checkbox"/> Future of the City Committee |
| <input type="checkbox"/> Capital Improvements Committee | <input type="checkbox"/> Beautification Committee |
| <input type="checkbox"/> Charter Review Committee | |

Are you available for: Daytime Meetings? Yes No
 Evening Meetings? Yes No

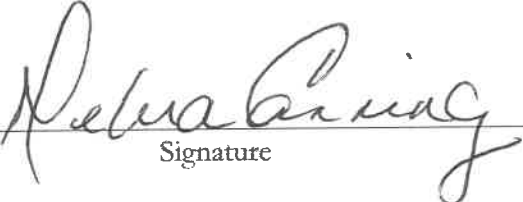
Briefly explain why you would like to serve on the Board and/or Committee you have expressed interest in on this application.

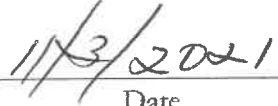
As a resident of sixteen years in Kenneth City I have a vested interest in the progress & logistics of our community

If you have any experience that you think would be beneficial for this Board and/or Committee, please explain.

Trick to my career in education I was a commercial banker for 15 years. I have been a community volunteer for most of my life. I currently serve on 2 non profit boards in Pinellas County.

I understand that the Town of Kenneth City is authorized to make any investigations of my background, including a criminal history background check and drug screening if deemed necessary.


Signature


Date

If you would like to submit a letter, resume or any other documentation, please attach it to this application.

Submit your completed application to the Town Clerk at Town Hall.

All applications will be kept on file for a period of one (1) year and submitted to the appropriate personnel when vacancies occur.



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727.498.8948

town57@kennethcityfl.org
www.kennethcityfl.org

APPLICATION TO SERVE ON TOWN BOARDS/COMMITTEES
*All Positions are Voluntary**

Name JEFFREY PFANNES Home Phone (727) 686-2633

Address 4494 61ST LANE NORTH

Email Address JJJJ4444PPPP6YAHOO.COM Cell Phone _____

Present Occupation (or if retired, last) CITY OF ST PETERSBURG STORMWATER

- Are you a registered voter? Yes X No
- Have you been a Town resident for six months or longer? Yes X No
- Are you employed by the Town? Yes No X
- Do you presently serve on a Town Board or Committee? Yes No X
- Do you presently hold a public office? Yes No X

Please check each of the Boards and/or Committees on which you are interested in serving:

* Financial disclosure forms are required upon appointment to the Board of Adjustment or the Planning & Zoning Board

- | | |
|--|---|
| <input type="checkbox"/> Board of Adjustment* | <input checked="" type="checkbox"/> Parks, Recreation and Special Events Advisory Board |
| <input checked="" type="checkbox"/> Planning & Zoning Board* | <input type="checkbox"/> Art, Culture and Health Advisory Board |
| <input type="checkbox"/> Budget Advisory Committee | <input checked="" type="checkbox"/> Future of the City Committee |
| <input checked="" type="checkbox"/> Capital Improvements Committee | <input type="checkbox"/> Beautification Committee |
| <input type="checkbox"/> Charter Review Committee | |

Are you available for: Daytime Meetings? Yes No X
Evening Meetings? Yes X No

Briefly explain why you would like to serve on the Board and/or Committee you have expressed interest in on this application.

I WANT TO BE A VOICE FOR THE
CITIZENS OF KENNETH CITY,

If you have any experience that you think would be beneficial for this Board and/or Committee, please explain.

I HAVE WORKED IN THE MARKETING
DEPT OF A CASINO FOR 3 YRS + PROMOTED
PRO BOXING SHOW AROUND THE US OF A.

I HAVE WORK FOR A CONSTRUCTION COMPANY FOR
10 YRS. I WORKED 9 YRS IN THE WATER DEPT., STORMWATER
DEPT. AND AM ON THE BOARD OF THE FWPPDA FOR 7 YRS
**I understand that the Town of Kenneth City is authorized to make any investigations of my
background, including a criminal history background check and drug screening if deemed
necessary.*


Signature

11/11/21
Date

If you would like to submit a letter, resume or any other documentation, please attach it to this application.

Submit your completed application to the Town Clerk at Town Hall.

**All applications will be kept on file for a period of one (1) year
and submitted to the appropriate personnel when vacancies occur.**



Town of Kenneth City
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 Kenneth City, FL 33709
 727.498.8948
town57@kennethcityfl.org
www.kennethcityfl.org

APPLICATION TO SERVE ON TOWN BOARDS/COMMITTEES
*All Positions are Voluntary**

Name PATRICIA WEEKS Home Phone 727 381 8310
 Address 5550 43RD AVE, KC, FL 33709
 Email Address PWEEKS@USF.EDU Cell Phone 727 488 8310
 Present Occupation (or if retired, last) PROFESSOR / CONSULTANT

- Are you a registered voter? Yes No X
- Have you been a Town resident for six months or longer? Yes X No
- Are you employed by the Town? Yes No X
- Do you presently serve on a Town Board or Committee? Yes X No
- Do you presently hold a public office? Yes No X

Please check each of the Boards and/or Committees on which you are interested in serving:

* Financial disclosure forms are required upon appointment to the Board of Adjustment or the Planning & Zoning Board

- | | |
|--|--|
| <input checked="" type="checkbox"/> Board of Adjustment* | <input type="checkbox"/> Parks, Recreation and Special Events Advisory Board |
| <input type="checkbox"/> Planning & Zoning Board* | <input type="checkbox"/> Art, Culture and Health Advisory Board |
| <input type="checkbox"/> Budget Advisory Committee | <input type="checkbox"/> Future of the City Committee |
| <input type="checkbox"/> Capital Improvements Committee | <input type="checkbox"/> Beautification Committee |
| <input type="checkbox"/> Charter Review Committee | |

Are you available for:

Daytime Meetings? Yes ✓ No
 Evening Meetings? Yes ✓ No

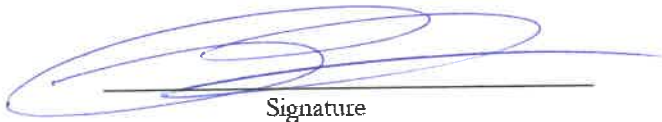
Briefly explain why you would like to serve on the Board and/or Committee you have expressed interest in on this application.

Good Fit

If you have any experience that you think would be beneficial for this Board and/or Committee, please explain.

SEE ATTACHED CV / RESUME

**I understand that the Town of Kenneth City is authorized to make any investigations of my background, including a criminal history background check and drug screening if deemed necessary.*



Signature

15 Nov 2021
Date

If you would like to submit a letter, resume or any other documentation, please attach it to this application.

SEE ATTACHED

Submit your completed application to the Town Clerk at Town Hall.

All applications will be kept on file for a period of one (1) year and submitted to the appropriate personnel when vacancies occur.

**TOWN OF KENNETH CITY
RESOLUTION NO. 2021-10**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF KENNETH CITY, FLORIDA, CALLING FOR A MUNICIPAL GENERAL ELECTION FOR THE PURPOSE OF ELECTING, AT LARGE, QUALIFIED CANDIDATES TO FILL THE VACANCIES OF TWO COUNCILMEMBER SEATS FOR TWO-YEAR TERMS; AUTHORIZING THE PINELLAS COUNTY SUPERVISOR OF ELECTIONS TO APPOINT POLL WORKERS; AUTHORIZING THE ASSIGNMENT OF POLLING PLACE; ESTABLISHING A CANDIDATE QUALIFYING PERIOD; RESTATING THE CODIFIED PROCESS IN THE EVENT OF A TIE OR UNOPPOSED VACANCY; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A CONTRACT WITH THE PINELLAS COUNTY SUPERVISOR OF ELECTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Articles II and VII of the Charter of the Town of Kenneth City, prescribe the timing and manner of holding both general and special elections, and the qualifications for such elections;

WHEREAS, Section 2.02 (C) of the Town's Charter provides that the Councilmembers shall serve two-years terms;

WHEREAS, the Town of Kenneth City has requested the assistance from the Pinellas County Supervisor of Elections in conducting their municipal general election to be held on March 15, 2022, for the purpose of filling two Councilmember seats; and

WHEREAS, the Pinellas County Supervisor of Elections has agreed to provide such assistance to the Town subject to conditions, considerations and agreements; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF KENNETH CITY, FLORIDA, that:

Section 1. The Town of Kenneth City, Florida, Municipal General Election shall be conducted on Tuesday, March 15, 2022, for the purpose of electing, at large, qualified candidates to fill the vacancies of two Councilmember Seats.

Section 2. The outcome of the election for the two Councilmember Seats shall be determined by the two candidates from the field of candidates running receiving the greatest number of votes being elected to the Town Council. The individuals elected to the Councilmember Seats shall each serve a two-year term.

Section 3. Except as otherwise provided by the Town's Charter and Code of Ordinances, the provisions of the election laws of the State of Florida shall apply to this election.

Section 4. All persons desiring to be candidates at such election shall qualify in accordance with the provisions of the Charter and Code of Ordinances for the Town of Kenneth City and the elections laws of the State of Florida pertaining to municipal elections.

Section 5. Candidate Qualifying Period will begin December 16, 2022 at 8:30 a.m., and will end December 23, 2020, at noon.

Section 6. The Pinellas County Canvassing Board shall conduct the Logic and Accuracy Tests, open and prepare absentee and mail ballots for tabulation, and tabulate all ballots for the March 9, 2022 General Municipal Election and any subsequent runoff Municipal Election, if necessary.

Section 7. The Pinellas County Supervisor of Elections is hereby authorized to appoint poll workers.

Section 8. In the event there is a tie for either of the two Councilmember Seats affecting the outcome of the election, pursuant to Section 7.05 (E) of the Town’s Charter, such tie shall be decided by lot under the direction and supervision of the Town Council.

Section 9. In the event the number of candidates who qualify is the same or less than the vacancies to be filled, each unopposed candidate shall be deemed to have voted for him/herself and no election shall be held.

Section 10. The Town Manager shall be authorized to contract with the Pinellas County Supervisor of Elections to conduct said election and tabulate all ballots at the Pinellas County Supervisor of Elections’ Service Center.

Section 11. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this ____ day of November, 2021, by the Town Council of the Town of Kenneth City, Florida

Robert J. Howell,, Mayor

ATTEST

Ana Cabezas, Town Clerk

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	ORD Citation	ORD 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	4236	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																				
December																				
Yearly Totals	891	1357	73	76	52	0	105	117	641	171	12	224	32068	4152	2180	3137				

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 (DIS), Ofc Diaz Leon (Accreditation), Sgt Izrailow (Community Policing/Code Compliance).

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

Volunteer hours running total for the year are: 835.5 hours. These hours are donated to the Town of Kenneth City by 6 volunteers and 5 Reserve Officers.

KCPD Monthly Stats October 2021 – Detective S. Gibson

Number of cases started with: 21, with 11 more waiting to be assigned

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

New cases assigned for the month

FELONY	13
MISDEMEANOR	1
NON-CRIMINAL	3

Case dispositions

INACTIVATED	5
CLOSED WITH MISDEMEANOR ARREST	
CLOSED WITH FELONY ARREST	1
CLOSED OTHER	3
CLOSED SAO REFERRAL	
CLEARED WITH WAIVER	

Other Activity

SURVEILLANCES	
PHOTOPACKS	1
EVIDENCE STATUS REQUESTS	1
INITIAL REPORTS	1
SUPPLEMENTS	16
WARRANTS	1
TOUCH DNA PROCESSING / BUCCALS	
SUSPECTS RESULTING FROM TOUCH DNA	
OTHER: CCTV FOOTAGE, CELL TRACKING, D/L	3
SUBPOENAS	1
JAIL RECORDINGS	14
REPORTS REVIEWED	23
CONTACT ATTEMPTS	4
INTERVIEWS	2
TRANSPORTING PROPERTY/EVIDENCE	1
RECOVERED STOLEN PROPERTY	
BOLOS	1
APADS	

****It should be noted, Det Gibson was tasked to cover Patrol for 96 hours in October ****

KCPD Community Policing & Code Compliance Overview

October, 2021

Sergeant Andy Izrailov, Supervisor, CP/CODE COMPLIANCE

Two highly popular open-air community policing events were held in October: *Casting with a Cop* was held on October 2nd on Lake Paul, and our Safe Halloween Event, *Trunk or Treat*, was held at James Ernst Park right by the PD, on October 28th. Both had a great turnout and we thank all who participated and supported both events.

Upcoming CP events in November are our *No shave November Challenge*, benefiting CASA Pinellas domestic violence shelters, and our Thanksgiving Day meals provided for selected families, made possible by our local Winn Dixie supermarket and donations to our Community Policing Donation fund.

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 disposal. On October 23rd, Ofc Cruz participated in the DEA's National Drug Take-Back day, during which all Pinellas County area law enforcement agencies collected unwanted medication. We are very proud of our residents, who contributed a total of 63 pounds of medication during this single event.

The police department continued to conduct code compliance investigations for the month of October. At this time, all officers are responsible for code compliance violation investigations. While on midnight shift, Officer Cody Farrington conducted Town-wide sweeps, resulting in numerous code violation investigations.

The most common code compliance issues/investigations are tall grass, lot maintenance, construction with no permit and noise complaints. We work to

resolve these types of issues positively, with residents correcting the violations of their own accord.

Officers continue to patrol the neighborhoods for ordinance violations and respond to known citizen complaints on ordinance violations, as well conduct directed patrols of all Town parks and Town Hall for suspicious activity/persons.

Officers conduct Town business area patrols for ongoing homeless subject complaints as well. The goal is to provide a safe alternative for the homeless subjects, such as Safe Harbor and Pinellas Hope, to create a positive resolution for everyone. On October 28th, Sgt Izrailov attended the opening of Feeding Pinellas' Trinity Café, establishing relationships with the operators and administrators of the facility, which is now our Town's closest private resource providing social services, located on 54th Ave.

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) is rotated through business/roadway locations throughout Town to deter traffic violations/criminal activity. Town residents are supportive of the ghost car placement and we continue to receive positive feedback. To support the initiative, 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, handing out police stickers, coloring books, and bicycle lights.