

COMMISSION MEETING MINUTES

May 9th, 2018

7:30 P.M.

PRESENT:

Mayor: Mark Anderson
Mayor Pro Tempore: Elayne Bassinger
Commissioners: Sarah Schrader
Eric Stallworth
James Markley

City Attorney: Gerald T. Buhr

City Clerk: Rick Alley
Assistant to City Clerk: Marissa Morales
Water Clerk: Will Plazewski

Minutes Prepared By: Marissa Morales

Opening Ceremonies: Commissioner Bassinger led the invocation and the Pledge of Allegiance.

Consent Agenda: Includes minutes for the April commission meeting, General Fund and Water Fund disbursements for April 2018.

DISBURSEMENTS AND DEPOSITS:

<i>April 2018</i>	<u>Disbursements</u>	<u>Deposits</u>
General Fund	\$ 65,809.21	\$ 38,390.73
Water Fund	\$ 9,044.00	\$ 25,376.25

MOTION: ACCEPT THE CONSENT AGENDA.

MADE BY: Commissioner Bassinger

SECOND: Commissioner Stallworth

VOTE: Motion passed unanimously.

1. PUBLIC COMMENT (1:58):

- A. Barbara Berberich of Michigan Avenue thought the stop signs at Palm and Pennsylvania would cause more of a hazard. She also advised the collaboration with the Town of St. Leo be used to install calming humps on Pompanic.
- B. Sam Sessa of Curley Street asked why the procedure for public comments was changed.

2. MAYOR'S REPORT (7:36):

- A. ACKA offered a reduced price of \$7,500 owed for the additional stop bar and striping work. Attorney Buhr recommended the commission accept the order instead of moving to litigation.

MOTION: PAY THE REDUCED FEE OF \$7,500 WITH A RELEASE

MADE BY: Commissioner Stallworth

SECOND: Commissioner Schrader

VOTE: Motion passed unanimously.

- B. A staff meeting would be scheduled to review the employee handbook before presenting comments to the commission at a future meeting.
- C. Staff recommended hiring a part-time Public Works employee to do mowing and weeding of City parks and right-of-ways, along with additional tasks in the department. The City would consider terminating its landscaping contract upon subject to the hiring of an additional employee.

MOTION: INTERVIEW AND HIRE FOR A PART-TIME POSITION IN THE PUBLIC WORKS DEPARTMENT

MADE BY: Commissioner Bassinger

SECOND: Commissioner Markley

VOTE: Motion passed unanimously.

- D. Mayor Anderson read the Proclamation on Women's Lung Health Week.

3. ATTORNEY'S REPORT (23:00):

- A. A draft of the Special Events Ordinance was distributed to the commission for review. A first reading of the ordinance may be considered at the June commission meeting.

4. COMMISSIONER REPORTS

A. BUILDING AND ZONING – COMMISSIONER MARKLEY (24:37):

- 1. Commissioner Markley tallied April's permitted activity at \$400,190.
- 2. **DunRite Construction Services PUD, Ordinance 03-2018**

AN ORDINANCE AMENDING THE DISTRICT BOUNDARIES OF THE ZONING MAP OF SAN ANTONIO, FLORIDA, AS ENACTED BY CHAPTER 82, SAN ANTONIO CODE, SO AS TO PROVIDE FOR A REZONING CLASSIFICATION OF A PARCEL OF LAND LOCATED EAST OF CURLEY STREET AND SOUTH OF MICHIGAN AVENUE FROM R-2 (RESIDENTIAL) TO DUNRITE CONSTRUCTION SERVICE INC P-UD (PLANNED UNIT DEVELOPMENT)

Attorney Buhr swore in those who intended to speak on the topic. Mayor Anderson opened the public hearing.

- a. David Kartlick of Curley Street expressed willingness to answer any questions from residents in the area about their business.

MOTION: APPROVE THE SECOND READING OF ORDINANCE 03-2018

MADE BY: Commissioner Bassinger

SECOND: Commissioner Schrader

ROLL CALL VOTE:	Commissioner Bassinger	-	AYE
	Commissioner Stallworth	-	AYE
	Commissioner Markley	-	AYE
	Commissioner Schrader	-	AYE
	Mayor Anderson	-	AYE
	Motion passed unanimously.		

Mayor Anderson closed the public hearing.

3. A draft of a proposed drainage ordinance was prepared by City engineer Bill Housel.
4. The City received all required paperwork for the Darby Road Land Trust annexation. A first reading of the annexation ordinance was anticipated for the June meeting.

B. PARKS AND RECREATION – COMMISSIONER BASSINGER (31:39):

1. A small portion of Rosewood Park was proposed to be used as an off-leash dog park.
 - a. Everett Hurlburt of Florida Avenue felt the area around Rosewood was already negatively affected by noise and traffic.
 - b. Donna Swart felt the park would be better suited to a central area like the racquetball park. She also asked if those who requested the park were from Rosewood.
 - c. Carol Hedman of Elm Street thought the area was too small for dogs, and the money could be better suited to put more picnic tables. She also asked about knowing if dogs are vaccinated and whether the City would assume liability for incidents within the park.
 - i. Commissioner Bassinger addressed rules that would be in place for the park similar to those found in other municipalities.
 - ii. Commissioner Schrader commented that dog owners visiting dog parks tend to be more responsible in picking up their dog waste and keeping up with vaccinations.
 - d. Dennis Berberich of Michigan Avenue asked the commission to consider that there may be other citizens in support of the dog park that had not attended the meeting to voice their opinions.
 - e. A workshop to discuss the dog park would be hosted at a later date
2. The new light pole at Lake Park was scheduled to be installed. Security measures to combat recent vandalism of the park bathrooms were also implemented.

C. STREETS – COMMISSIONER SCHRADER (52:13):

1. A detailed engineering proposal for Pompanic Street would be prepared by City Engineer Bill Housel. Pavement widening, sidewalks, and drainage specifications would be included with the proposal. The cost would be split with the Town of St. Leo.

MOTION: ACCEPT THE AGREEMENT FOR THE POMPANIC DRAINAGE PAVEMENT PROJECT FROM ARCTARUS GROUP FOR \$3,050, CONTINGENT ON APPROVAL FROM THE TOWN OF ST. LEO

MADE BY: Commissioner Schrader

SECOND: Commissioner Bassinger

- a. Patricia Kandalec of Dunne Road asked for clarification of what stretch of Pompanic would be included in the work. She expressed concern for the effects it will have on traffic in the area near Dunne Road.
2. Bill Housel presented two options to address the drainage issues on Laurel Court: the existing flume could be extended, or a yard inlet could be installed to connect to pipe to the retention pond nearby. Contacting the HOA that owns the retention pond before work begins was advised.

MOTION: APPROVE THE PURCHASE FOR LAUREL COURT DRAINAGE IMPROVEMENTS NOT TO EXCEED \$2,000, CONTINGENT ON A RELEASE FROM THE HOA

MADE BY: Commissioner Markley

SECOND: Commissioner Schrader

- a. Continuous inspections from the City engineer during the construction process were recommended to avoid issues with future developments regarding water and drainage. Attorney Buhr recommended a checklist and a deposit for engineering fees.
3. The stop signs on Palm Street received mixed citizen reviews. The possibility of lowering the speed limit in the neighborhoods around Palm Street would be addressed after a traffic study was performed.

D. WATERWORKS – COMMISSIONER STALLWORTH (1:13:17):

1. Due to a lack of technicians qualified to work on mercooid switches, panel upgrades for the water system would need to be performed.

MOTION: PUT OUT TO BID AN UPGRADE FOR A SOLID STATE PANEL

MADE BY: Commissioner Stallworth

SECOND: Commissioner Markley

VOTE: Motion passed unanimously.

2. Water Clerk Will Plazewski and Public Works Director Israel Huron will be attending Distribution Certification training in Lake City at the end of the month.
3. A variable frequency drive was recommended instead of a second water tower by Florida Rural Water Association. Capacity fees would also be suggested to assist with growth of the water system.
4. An interconnect with Pasco County's water system was not advised due to the differences in water pressure between systems, expected water rate increases, and loss of maintenance control.
5. Citizens were advised to ignore mailings related to water testing from a private company.

5. CLERK'S REPORT (1:25:46):

- A. New venues for the commission meetings were being researched, including local churches, the fire station, and the Imagine Solutions building.
- B. City Clerk Rick Alley met with members of the Pasco Master Gardeners in regards to the October 6th event.

6. UNFINISHED BUSINESS (1:29:15):

- A. The Thomas Promise Foundation suggested an alternate date of October 20th to host the Rattlesnake Run. Joe Simmons of Sunshine Road asked that the race be allowed to start and end in City Park.

MOTION: ALLOW THE THOMAS PROMISE FOUNDATION TO HOLD THE RATTLESNAKE RUN ON THE CITY PARK AND STREETS OCTOBER 20TH

MADE BY: Commissioner Schrader

SECOND: Commissioner Stallworth

- a. Commissioner Markley recommended amending the motion to include a provision that any special event ordinances are followed and applications submitted. No objections were heard by the commission.

- b. Donna Swart of Oak Street asked if the commission was allowing beer to be served at the run. The request to serve beer had not been asked yet and would be addressed later in the application process.

VOTE: Motion passed unanimously.

- B. Resolution 03-2018 was introduced to present guidelines for public participation at meetings.

MOTION: ACCEPT RESOLUTION 03-2018

MADE BY: Commissioner Stallworth

SECOND: Commissioner Bassinger

- a. Everett Hurlburt asked what was included in the policy. Guidelines for speaking time, public comment period, and decorum were documented in the policy in a formal manner.
- b. Barbara Berberich commented that the town of St. Leo provides agenda packets for the meetings. Attorney Buhr recommended making the packet available on the City website for each meeting.
- c. Dennis Berberich asked when the agenda packets would be made available online.

VOTE: Motion passed unanimously.

7. NEW BUSINESS (1:45:35):

- A. Commissioner Bassinger, Commissioner Stallworth, and Commissioner Schrader were sworn in by Attorney Buhr. Mayor Anderson passed the gavel to Commissioner Stallworth for discussion of the commission organization in its new term.

NOMINATION: MARK ANDERSON FOR A SECOND TERM AS MAYOR

MADE BY: Commissioner Bassinger

SECOND: Commissioner Stallworth

VOTE: Unanimous

NOMINATION: ELAYNE BASSINGER FOR MAYOR PRO TEM

MADE BY: Mayor Anderson

SECOND: Commissioner Schrader

VOTE: Unanimous

COMMISSION ORGANIZATION:

MAYOR – Commissioner Anderson

MAYOR PRO TEMPORE / PARKS & RECREATION – Commissioner Bassinger

WATERWORKS – Commissioner Stallworth

BUILDING & ZONING – Commissioner Markley

STREETS – Commissioner Schrader

- B. A charter review committee comprised of citizens was recommended. The suggested reviews would be submitted as a referendum during a future election. Commissioner Markley asked for recommendations of citizens for the committee to be prepared for the next meeting.
- C. A historical marker for Eddie Herrmann and the Herrmann family was requested to be placed in the City Park. San Antonio Citizens Credit Union offered to pay for the marker.

**MOTION: ALLOW COMMISSIONER BASSINGER TO COORDINATE THE
HERRMANN FAMILY HISTORICAL MARKER IN CITY PARK**

MADE BY: Commissioner Schrader

SECOND: Commissioner Stallworth

- a. Sam Sessa reminded the audience that Eddie Herrmann helped institute the City charter and served as the last elected mayor of the City.

VOTE: Motion passed unanimously

1. Barbara Sessa did not feel the City should bear the cost to bring water under Darby Road. Phil Waldron discussed the potential costs with the applicant.
2. Pat Kandalec of Dunne Road asked if the annexation would set a precedence for the direction of future annexations into the City.

8. ADDITIONAL COMMISSIONER COMMENTS (1:56:29):

- A. Mayor Anderson addressed a request from the San Antonio Youth Athletic League to close Railroad Avenue during certain dates to use as parking for their All Star tournament.

**MOTION: ALLOW THE STREETS COMMISSIONER TO WORK WITH THE SAN
ANTONIO YOUTH ATHLETIC LEAGUE TO CLOSE THE STREET**

MADE BY: Commissioner Bassinger

SECOND: Commissioner Markley

VOTE: Motion passed unanimously

- B. Commissioner Markley announces the Farmer's Market hosted by the Rotary Club taking place the upcoming Saturday. He also congratulated Commissioner Bassinger for the Land O' Lakes Satellite Rotary Club being officially chartered on May 31st.
- C. Commissioner Bassinger acknowledged plans for a Memorial Day service.

9. ANNOUNCEMENTS (2:00:04):

- A. The Farmer's Market would also be honoring Mother's Day, along with holding a blood drive during the event.

10. ADJOURNMENT: Meeting adjourned at 9:32 PM.

Respectfully submitted,

Marissa Morales, Assistant to the City Clerk

City of San Antonio - Water Fund

Bank Account Register

CASH IN BANK-1ST NAT L BNK CHK

May 1, 2018 - May 31, 2018

Date	Reference	Description	Checks/ Payments	Deposits/ Additions	Balance
		Beginning Balance			208,249.07
05/01/18	4839	SAN ANTONIO LUMBER	164.71		208,084.36
05/02/18	4841	PATRICIA UNDERWOOD	18.35		208,066.01
05/02/18	4842	Core & Main	80.88		207,985.13
05/08/18	4843	Tampa Electric Company	796.28		207,188.85
05/09/18	4844	Loretta Kraus	24.38		207,164.47
05/09/18	4845	Sunshine State One Call of Florida	20.01		207,144.46
05/15/18	4846	Hawkins, Inc	186.00		206,958.46
05/15/18	4847	ANDREW HECKER - MILEAGE	35.00		206,923.46
05/15/18	4848	Verizon Wireless	1.94		206,921.52
05/16/18	4849	CITY OF SAN ANTONIO	114.99		206,806.53
05/21/18	4850	U.S. WATER SERVICES	1,717.61		205,088.92
05/21/18	4851	James Holder	10.59		205,078.33
05/25/18	4852	U.S. POSTMASTER	228.90		204,849.43
05/31/18	4853	Danielle Arnold	10.32		204,839.11
05/31/18	4854	LEW Electrical Services, LLC	236.00		204,603.11
05/31/18	4855	Municipal Supply & SIgn Co.	160.00		204,443.11
05/31/18	4856	Tampa Electric Company	938.92		203,504.19
05/01/18	2	2021, Paul Alonso, 32327 Laurel Ct		140.00	203,644.19
05/01/18	2	2022, ADAM SIMONDS, 12047 MEADOW LN		140.00	203,784.19
05/02/18	2	Daily Deposit		2,075.88	205,860.07
05/04/18	2	Daily Deposit		1,252.32	207,112.39
05/04/18	2	Daily Deposit		1,210.65	208,323.04
05/07/18	2	Daily Deposit		1,561.08	209,884.12
05/08/18	2	Daily Deposit		1,371.75	211,255.87
05/08/18	2	Daily Deposit		1,160.15	212,416.02
05/08/18	2	2023, BRANT HEITZMAN, 11734 ELM ST		140.00	212,556.02
05/09/18	2	Daily Deposit		1,306.56	213,862.58
05/10/18	2	2024, SETH ROACH, 13012 CURLEY ST		140.00	214,002.58
05/11/18	2	Daily Deposit		1,422.07	215,424.65
05/14/18	2	Daily Deposit		990.50	216,415.15
05/15/18	2	Daily Deposit		2,127.31	218,542.46
05/15/18	2	2025, Southern Style, 12251 Curley		140.00	218,682.46
05/15/18	2	Daily Deposit		1,304.33	219,986.79
05/15/18	2	2026, TIMOTHY BERGMAN, 11709 ELM ST		140.00	220,126.79
05/17/18	2	Daily Deposit		1,166.18	221,292.97
05/21/18	2	Daily Deposit		1,309.79	222,602.76
05/23/18	2	Daily Deposit		1,891.58	224,494.34
05/25/18	2	Daily Deposit		1,058.38	225,552.72
05/30/18	2	Daily Deposit		1,112.60	226,665.32
05/31/18	2	Interest Income		47.68	226,713.00
05/01/18	2	Returned Check - Account # 1966	200.00		226,513.00
Totals			<u>4,944.88</u>	<u>23,208.81</u>	<u>226,513.00</u>

Transaction count = 41

City of San Antonio - General Fund

Bank Account Register

FIRST NAT L BANK CHECKING

May 1, 2018 - May 31, 2018

Date	Reference	Payee ID	Description	Checks/ Payments	Deposits/ Additions	Balance
			Beginning Balance			210,486.08
05/01/18	2		Deposit: Local Options Gas, Building Permits		3,213.06	213,699.14
05/02/18	2		FLORIDA RETIREMENT SYSTEM	1,130.26		212,568.88
05/03/18	2		Deposit: 1/2 Cent Sales, Penny For Pasco, Gas Franchise		19,775.76	232,344.64
05/07/18	2		WEEKLY PAYROLL TAX PMT	871.34		231,473.30
05/09/18	2		Deposit: Building Permits & Copy Fax Fees		76.00	231,549.30
05/11/18	2		Deposit: Building Permits. Property Tax, Business Tax Receipt		3,772.47	235,321.77
05/14/18	2		WEEKLY PAYROLL TAX PMT	733.98		234,587.79
05/15/18	2		Deposit: Penny For Pasco		7,691.77	242,279.56
05/16/18	2		Deposit: Building Permits		50.00	242,329.56
05/18/18	2		Deposit: Building Permits & Water Fund Reimbursement		164.99	242,494.55
05/18/18	2		Deposit: Building Permit		25.00	242,519.55
05/21/18	2		WEEKLY PAYROLL TAX PMT	750.36		241,769.19
05/21/18	2		Deposit: Communications Service Tax & TECO Franchise Fee		5,221.82	246,991.01
05/22/18	2	BCBS	BLUE CROSS BLUE SHIELD	11,802.95		235,188.06
05/25/18	2		Deposit: Summerfield Reimbursement & Court Fees Fines		2,088.82	237,276.88
05/25/18	2		Deposit: Building Permits & Mobile Home License Tax		61.75	237,338.63
05/29/18	2		WEEKLY PAYROLL TAX PMT	731.49		236,607.14
05/30/18	2		Deposit: Local Opt Gas, State Rev, Half Cent, Penny for Pasco, Copy Fees		29,893.96	266,501.10
05/31/18	2		Deposit: Building Permit		25.00	266,526.10
05/31/18	2		May Interest Income		46.20	266,572.30
05/04/18	14930		ALLEY, RICHARD J	781.19		265,791.11
05/04/18	14931		ENNIS, MAURICE J	460.29		265,330.82
05/04/18	14932		MORALES, MARISSA N	404.36		264,926.46
05/04/18	14933		Plazewski, William M.	509.55		264,416.91
05/04/18	14934		HURON, ISRAEL	624.36		263,792.55
05/04/18	14937		HECKER, ANDREW D	431.88		263,360.67
05/01/18	14938	ECS	ECONO SIGNS LLC	438.65		262,922.02
05/01/18	14939	BOCCSO	PASCO CO BOARD OF COMMISSIONERS	7,572.58		255,349.44
05/01/18	14940	SAS	SAN ANN SELF STORAGE	110.00		255,239.44
05/01/18	14941	RA	RICHARD J. ALLEY	53.00		255,186.44
05/01/18	14942	MA	MARK ANDERSON	100.00		255,086.44
05/01/18	14943	JM	JAMES MARKLEY	50.00		255,036.44
05/01/18	14944	EB	ELAYNE BASSINGER	50.00		254,986.44
05/01/18	14945	ES	ERIC STALLWORTH	50.00		254,936.44
05/01/18	14946	SS	SARAH SCHRADER	50.00		254,886.44
05/01/18	14947	IIMC	INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS	100.00		254,786.44
05/03/18	14948	TBT	TIMES PUBLISHING COMPANY	384.00		254,402.44
05/03/18	14949	SA	SAN ANTONIO LUMBER	196.94		254,205.50
05/04/18	14950	SPI	SAFETY PRODUCTS INC.	40.20		254,165.30
05/04/18	14951	DD	Derek Debus	510.00		253,655.30
05/04/18	14952	PW	PHILLIP W.WALDRON	727.00		252,928.30
05/04/18	14953	SR	S & R TIRES	96.00		252,832.30
05/04/18	14954	SF	SECURITY FIRE EQUIPMENT, LLC	90.00		252,742.30
05/04/18	14955	J	JAMES M STORCH	750.00		251,992.30
05/11/18	14956		ALLEY, RICHARD J	781.19		251,211.11
05/11/18	14957		ENNIS, MAURICE J	460.28		250,750.83
05/11/18	14958		HURON, ISRAEL	434.53		250,316.30
05/11/18	14959		MORALES, MARISSA N	404.36		249,911.94
05/11/18	14960		Plazewski, William M.	506.43		249,405.51
05/07/18	14961	VER	VERIZON WIRELESS	106.64		249,298.87

City of San Antonio - General Fund

Bank Account Register

FIRST NAT L BANK CHECKING

May 1, 2018 - May 31, 2018

Date	Reference	Payee ID	Description	Checks/ Payments	Deposits/ Additions	Balance
05/07/18	14962	SAX	SAXON, GILMORE, CARRAWAY, GIBBONS PA	2,141.33		247,157.54
05/07/18	14963	PN	Peter Neuhofer	37.50		247,120.04
05/07/18	14964	WPZ	WILLIAM PLAZEWSKI	275.52		246,844.52
05/07/18	14965	MISDU	MISDU	108.62		246,735.90
05/07/18	14966	WISCTF	WI SCTF	155.44		246,580.46
05/09/18	14968	BOCCAC	BOCC ANIMAL SERVICES	8,263.00		238,317.46
05/09/18	14969	BOCC	PASCO BOARD OF CO COMM	504.25		237,813.21
05/10/18	14970	AKCA	AKCA, INC.	7,500.00		230,313.21
05/14/18	14971	SPI	SAFETY PRODUCTS INC.	60.60		230,252.61
05/14/18	14972	BOCCUTIL	BOARD OF COUNTY COMMISSIONERS	44.19		230,208.42
05/14/18	14973	WISCTF	WI SCTF	155.44		230,052.98
05/14/18	14974	MISDU	MISDU	108.62		229,944.36
05/18/18	14975		ALLEY, RICHARD J	781.20		229,163.16
05/18/18	14976		ENNIS, MAURICE J	495.95		228,667.21
05/18/18	14977		HURON, ISRAEL	463.12		228,204.09
05/18/18	14978		MORALES, MARISSA N	404.36		227,799.73
05/18/18	14979		Plazewski, William M.	495.62		227,304.11
05/15/18	14980		FLORIDA NOTARY "DISCOUNT" ASSOCIATION CO.	83.95		227,220.16
05/16/18	14981	EAGLE	EAGLE CONSULTANTS, INC.	3,230.00		223,990.16
05/16/18	14982	TTP	TAMPA TYPE & PRINT, INC	84.00		223,906.16
05/17/18	14983	RICOH	RICOH USA, INC.	139.25		223,766.91
05/18/18	14984	CRITTERCRE	CRITTER CREATIONS, INC.	30.00		223,736.91
05/21/18	14985	WISCTF	WI SCTF	155.44		223,581.47
05/21/18	14986	MISDU	MISDU	108.62		223,472.85
05/21/18	14987	JE	MAURICE ENNIS	18.77		223,454.08
05/21/18	14988	RINGAUTHORI	RING AUTHORITY	139.00		223,315.08
05/21/18	14989	SG	SHELL	463.96		222,851.12
05/25/18	14990		ALLEY, RICHARD J	781.19		222,069.93
05/25/18	14991		ENNIS, MAURICE J	460.29		221,609.64
05/25/18	14992		HURON, ISRAEL	438.58		221,171.06
05/25/18	14993		MORALES, MARISSA N	404.36		220,766.70
05/25/18	14994		Plazewski, William M.	495.62		220,271.08
05/24/18	14995	ZS	TOWN OF ZOLFO SPRINGS	179.76		220,091.32
05/24/18	14996	MS	MUNICIPAL SUPPLY	187.80		219,903.52
05/24/18	14998	FM	FLORIDA MUNICIPAL INSURANCE TRUST	168.76		219,734.76
05/25/18	14999	BC	BRUCE CALVERT	300.00		219,434.76
05/25/18	15000	DA	DUVAL ASPHALT	3,471.37		215,963.39
05/29/18	15006	MISDU	MISDU	108.62		215,854.77
05/29/18	15007	WISCTF	WI SCTF	155.44		215,699.33
05/29/18	15008	VISA	CARDMEMBER SERVICE	986.16		214,713.17
05/29/18	15009	MC	MUNICIPAL CODE CORPORATION	255.00		214,458.17
05/29/18	15010	DC	DADE CITY AUTO & EQUIPMENT PARTS	116.01		214,342.16
05/29/18	15011	AZ	AMAZON CAPITAL SERVICES	145.94		214,196.22
05/29/18	15012	MNM	MARISSA MORALES	19.06		214,177.16
05/30/18	15013	FRWA	FLORIDA RURAL WATER ASSOCIATION	35.00		214,142.16
05/31/18	15014	BH	BRIGHT HOUSE NETWORK	88.74		214,053.42
05/31/18	15015	T	TAMPA ELECTRIC	1,796.24		212,257.18
Totals				<u>70,335.50</u>	<u>72,106.60</u>	<u>212,257.18</u>

Transaction count = 97



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TO: Municipal Key Official

FROM: Michael Sittig, Executive Director

DATE: May 7, 2018

SUBJECT: 92nd Annual FLC Conference
VOTING DELEGATE INFORMATION
August 16-18, 2018 – The Diplomat Beach Resort, Hollywood

The Florida League of Cities' Annual Conference will be held at The Diplomat Beach Resort, Hollywood, Florida on August 16-18. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida for 2017.

Conference registration materials will be sent to each municipality in the month of June. Materials will also be posted on-line. Call us if you need additional copies.

If you have any questions on voting delegates, please call Gail Dennard at the League (850) 701-3619 or (800) 616-1513, extension 3619. **Voting delegate forms must be received by the League no later than August 10, 2018.**

Attachments: Form Designating Voting Delegate

President **Gil Ziffer**, Commissioner, Tallahassee

First Vice President **Leo E. Longworth**, Vice Mayor, Bartow • Second Vice President **Isaac Salver**, Councilman, Bay Harbor Islands
Executive Director **Michael Sittig** • General Counsel **Kraig Conn**

**92nd Annual Conference
Florida League of Cities, Inc.
August 16-18, 2018
Hollywood, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. ***Municipalities do not need to adopt a resolution to designate a voting delegate.***

Please fill out this form and return it to the League office so that your voting delegate may be properly identified.

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:

Gail Dennard
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Fax to Gail Dennard at (850) 222-3806 or email gdennard@flcities.com

Important Dates

May 2018

Notice to Local and Regional League Presidents and Municipal Associations
regarding the Resolutions Committee

June 2018

Appointment of Resolutions Committee Members

July 10th

Deadline for Submitting Resolutions to the League office

August 16th

Policy Committee Meetings
Voting Delegates Registration

August 16th

Resolutions Committee Meeting

August 18th

Immediately Following Breakfast – Pick Up Voting Delegate Credentials
Followed by Annual Business Session

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, hereinafter "Agreement," made and entered into the ____ day of _____, 2018 by and between ARCTURUS GROUP, LLC., located at 2318 US 19 Holiday Florida 34691, hereinafter referred to as "CONSULTANT" and the CITY OF SAN ANTONIO, Florida, a municipal corporation, located at 32819 Pennsylvania Avenue, San Antonio, Florida 78229, hereinafter referred to as "CITY", for and in consideration of the following terms, conditions and covenants.

I. PURPOSE OF AGREEMENT

CITY intends to enter into a contract with CONSULTANT for provision of professional consulting services by the CONSULTANT and the payment for those services by CITY as set forth below.

POMPANIC AVENUE - PAVING/DRAINAGE

Re-construction and re-surfacing approximately sixteen hundred (1,600) linear feet of existing roadway located within the City of San Antonio's jurisdiction

II. SCOPE OF SERVICES

CITY enters into this Agreement with CONSULTANT for provision of Professional Consulting Services associated with the project described above, hereinafter the "Project." The CONSULTANT agrees it will perform those professional services for the fees stipulated below. The general scope of services to be performed and schedule of fees for those services is described as follows:

- A. **GENERAL.** Arcturus Group, LLC understands, based on the provided information, that the Client is planning to re-construct and re-surface approximately sixteen hundred (1,600) linear feet of existing roadway located within the City of San Antonio's jurisdiction (see survey attached as Exhibit "A"). Professional Engineering services provided under this Agreement are more specifically defined as follows:

BASE DATA.

- B. Field surveys and data necessary for planning and preparation of engineering design as described below:
- a. **GEOTECHNICAL COORDINATION.** If required, the Client will independently contract and coordinate with AG all activities with a soil testing firm to provide the information and data required by the Consultant during the design effort.
 - b. **SEASONAL HIGH-WATER TABLE/NORMAL POOL ELEVATIONS.**

Supplied by Client's geo-tech.

C. DESIGN PHASE

- a. GENERAL. Services to be provided by the Consultant for the Design Phase include preparation of Construction Drawings and Specifications, Permit Applications for Storm water Systems (if required), Bid Documents and specifically include the following. The construction drawings will be prepared based upon the findings from the pre-application meeting.
- b. PRE-APPLICATION MEETINGS. AG will meet with SWFWMD to discuss the site-specific design and permitting requirements. The findings from the meetings will be relied upon for the basis of the preparation of design and permitting documents.
- c. CONSTRUCTION DRAWINGS & SPECIFICATIONS. Prepare and submit final design drawings and technical specifications for on-site grading, drainage & paving for the roadway located within the City of San Antonio, Florida. Final design drawings will be prepared in one phase.
- d. MASTER DRAINAGE PLAN. Included as part of Civil Site Plans.

PERMIT APPLICATIONS

D. GENERAL

- a. The Consultant shall prepare and submit to the appropriate agencies the following permit applications.
 - b. The Consultant will prepare the permit application forms and exhibits in accordance with and containing specific technical information required by the agencies and the findings from the pre-application meeting. Should the reviewing agencies request additional data, reports, studies, etc., during their review that is inconsistent with either their written regulations or the findings from our pre-application meeting, preparation of such data will be considered special service and the Consultant compensated therefore, as the scope of such requests is impossible to determine.
- E. ENVIRONMENTAL RESOURCE PERMIT. Prepare and submit to Florida Department of Environmental Protection (FDEP) a 10-2 Self-Certification for storm water quantity storage and water quality treatment permitting in accordance with the requirements of SWFWMD Chapter 40D-4. All application fees to be paid by owner.
- F. BID QUANTITIES/COST ESTIMATE. Prepare bid quantities and engineer's cost estimate (one time) for the construction plans.
- G. MISCELLANEOUS. Other permits that may be necessary to be secured by an appropriate Licensed Contractor prior to commencement of construction include:
- a. Site Clearing/Tree Removal
 - b. Grade/Fill/Excavation
 - c. Site Utilities
 - d. Paving

- H. **MEETINGS.** Attend meetings, if requested, with the Client, other Consultants, legal counsel, governmental agencies and others as requested by the Client or as necessary for the timely processing of plan submittals and permit applications. This work effort will be as requested by Client and billed hourly based on rates as outlined in Exhibit "B".
- I. **ADDITIONAL SERVICES OFFERED.** The following services have not been requested by the Client, but could be provided by the Consultant if the Client so desire:
- a. Traffic Analysis
 - b. Dredge and Fill permit(s)
 - c. Traffic Signal Design
- J. **TIME CHARGE HOURLY RATES.** The Client agrees to compensate the Consultant for the additional services requested by the City at the Consultant's hourly rates as shown in Exhibit "B".
- K. **CIVIL CONSTRUCTION PHASE.** Although mandatory, the following are considered an extra service and will be invoiced on a time and material basis according to Exhibit "B". The Consultant will provide Construction Observation for the construction of improvements for the proposed roadway construction site. The minimum services provided by the Consultant will be the Construction Observation to determine that the work is in substantial conformance with the Construction Plans and Technical Specifications. The Consultant's responsibility during construction will be delineated in the General Conditions of the Construction Contract documents, and services provided and specifically include the following Construction Observation Tasks:
- a. Review shop drawings.
 - b. Observe performance tests required by the Technical Specifications.
 - c. Visit the site at appropriate intervals to determine if the work is being done in substantial conformance with the Construction Plans and Technical Specifications.
 - d. Review geotechnical test reports to be provided by the Client's geotechnical consultant.
 - e. Make a final inspection of the project and execute final documents required by the City of San Antonio for Site Clearance.
- L. **RECORD DRAWINGS.** Although mandatory, the following are considered an extra service and will be invoiced on a time and material basis according to Exhibit "B":
- a. Prepare, based upon supplied field survey data, supplemented by information supplied by the Contractor, record drawings of all construction for the reviewing agencies.
 - b. Certifications, Record Drawings, etc. to the concerned governmental regulatory agencies as required by permit conditions as may be imposed by SWFWMD.
- M. **MISCELLANEOUS SERVICES.** The Client will provide the following:

- a. Geotechnical report addressing the recommended pavement design, building criteria, underdrain requirements, seasonal high groundwater table, etc. (If required).
- b. Review, processing and impact fees.

III. AGREEMENT PROVISIONS

Section 1. Time of Performance

Services under this Agreement shall begin immediately upon execution of this Agreement and shall terminate upon notification by either of the Parties as provided herein or full completion of the Project.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

a. The CITY shall compensate the CONSULTANT for performing these services a lump sum fee of **\$6,100.00**, assuming 2 revisions to the plans and based on 2 reviews by governing agencies in charge of reviewing the plans. ~~Should additional revisions be required due to additional review comments after the 3rd submittal of plans or changes made by the client, fees will be invoiced at the rate shown in Exhibit "B."~~

b. A 20% retainer (**\$1,220.00**) shall be paid upon execution of this Agreement. Invoicing will be monthly based on work completed. Additional services will be invoiced separately.

c. If allowed under the land development and zoning codes of the CITY, the Client will allow Arcturus Group, LLC to place a sign on the property showing the address and phone numbers of the company's office. The sign can remain on the site through the construction process.

2.2 Invoices

CONSULTANT shall submit monthly invoices to the CITY no later than the last day of the month for work accomplished under this Agreement, reflecting the percent of lump sum worked, and a description of the work.

2.3 Payment

Payment for services rendered is due upon receipt of invoice by CITY. Payment is delinquent 30 days following receipt and approval of invoice by CITY. The CONSULTANT and the CITY shall comply with Florida's Prompt Payment Act (§§218.70-218.80).

Section 3. Reimbursable Expenses

CONSULTANT shall be reimbursed only for approved out pocket expenses directly chargeable to the Project, at actual cost incurred. These expenses shall conform to rates and allowances set forth in Florida Statutes regarding per diem and traveling expenses. Identifiable communication expenses, reproduction costs, and special accounting expenses not applicable to general overhead shall be reimbursed at actual cost.

Section 4. Additional Services

4.1 Requests for Additional Services

The undertaking by the CONSULTANT to perform professional services defined within this Agreement extends only to those services specifically described herein. If upon the request of the CITY, the CONSULTANT agrees to perform additional services hereunder, the CITY ~~shall pay the~~ and CONSULTANT ~~will negotiate an addendum to this Agreement~~ for the performance of such additional services in an amount (in addition to all other amounts payable under this Agreement) based on an hourly fee in accordance with CONSULTANT's current professional fee schedule, plus reimbursable expenses so incurred by the CONSULTANT as shown on Exhibit "B".

4.2 Changes in Scope/Conditions

Additional Services shall include revisions to work previously performed that are required because of a change in the data or criteria furnished to the CONSULTANT by CITY, or a change in the scope of concept of the Project initiated by the CITY.

Section 5. Use of Documents

5.1 Ownership of Original Documents

All deliverable analysis, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the CONSULTANT'S services or have been created during the course of the CONSULTANT'S performance under this Agreement shall become the property of and shall be delivered to the CITY after final payment is made to the CONSULTANT.

5.2 Use of Reproducible Copies

The CITY will be provided with as-built drawings and digital file with coordinate system in State Plane Coordinates: [NAD 83/90] signed and sealed by a Professional Surveyor and Mapper licensed in the State of Florida, and reproducible copies of any maps and/or drawings prepared by the CONSULTANT, in consideration of which the CITY agrees that no additions, deletions, changes or revisions shall be made to same without the express written consent of the CONSULTANT.

5.3 Photographs

Photographs of any completed project embodying the services of the CONSULTANT provided hereunder may be made by the CONSULTANT and shall be considered as its property and may be used by it for publication.

Section 6. Termination

6.1 Termination for Convenience

Either party upon a seven (7) day written notice to the other party may terminate this Agreement. In the event of any termination, CONSULTANT shall be paid for all services rendered to the date of termination including all reimbursable expenses, and CONSULTANT shall provide the CITY with all work product up to and including the date of Termination.

Section 7. CITY's Obligations

7.1 Data to be Furnished

The CITY shall provide CONSULTANT with all data, studies, surveys, plats and all other pertinent information concerning the Project obligated under this Agreement or in the possession of the CITY upon request.

7.2 Designated Representative

The Designated Representative of the CITY to act with authority on the CITY's behalf with respect to all aspects of the Project is Sarah Schrader, Streets Commissioner. This designation may be delegated by the Director to another person provided such delegation is done in writing provided to the CONSULTANT.

Section 8. Persons Bound by Agreement

8.1 Parties to the Agreement

The persons bound by this Agreement are the CONSULTANT and the CITY and their respective partners, successors, heirs, executors, administrators, assigns and other legal representatives. There are no third-party beneficiaries to this Agreement.

8.2 Assignment of Interest in Agreement

This Agreement and any interest associated with this Agreement may not be assigned, subcontracted or transferred by either party without the prior written consent of the other party. Nothing contained herein shall be construed to prevent CONSULTANT from employing such independent consultants, associates and subcontractors as CONSULTANT may deem appropriate to assist in the performance of the services

hereunder, however, notice shall be provided to CITY by CONSULTANT.

8.3 Rights and Benefits

Nothing herein shall be construed to give any rights or benefits arising from this Agreement to anyone other than CONSULTANT and the CITY.

Section 9. Indemnification of CITY

The CONSULTANT and any of its agents, employees, subcontractors, sub-consultants, or anyone for whose act or acts any of them may be liable in the performance of the services under this Agreement shall indemnify and hold harmless CITY, its agents, employees, elected officers and representatives from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the indemnifying party and persons employed or utilized by the indemnifying party in the performance of this Agreement.

The CONSULTANT agrees to hold the CITY harmless from loss, damage, injury or liability arising directly from the negligent acts or omission of the CONSULTANT, its employees, agents, subcontractors and their employees and agents.

Section 10. Insurance.

10.1. General

CONSULTANT assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, arising out of or in any manner connected with the execution of the work under this Agreement by CONSULTANT, and to the fullest extent permitted by law, CONSULTANT shall defend and indemnify the CITY from all such claims including without limitation claims for which the CITY may be, or may be claimed to be, liable in whole or in part and legal fees and disbursements paid or incurred to defend any such claims, as well as legal fees paid or incurred in connection with enforcing the provisions of this paragraph. CONSULTANT assumes the entire responsibility and liability for all damages and injury to all persons, whether their employees or otherwise, and to all property arising out of or in any manner connected with the execution of the work by CONSULTANT under this Agreement. CONSULTANT shall obtain, maintain and pay for general liability insurance coverage as will insure the provisions of this paragraph and any other contractual indemnities assumed by CONSULTANT in this specific consideration for this indemnity is \$10.00, the receipt and sufficiency of which are hereby acknowledged by CONSULTANT. CONSULTANT's insurers shall waive subrogation, and state such waiver on the face of the certificate(s)

10.2 Workers' Compensation

The CONSULTANT shall procure and maintain, during the life of this Agreement, Worker's Compensation insurance as required by Florida Statutes for all of employees of the CONSULTANT engaged in work on the Project under this Agreement.

10.3 Insurance Policy Limits

CONSULTANT shall procure and maintain insurance policies with at least the following coverage and amounts, during the life of this Agreement, and shall attach the policy certificates as **Exhibit "C"**:

10.3.1 **General Liability Insurance.** In a combined single limit of \$1,000,000 each occurrence and \$2,000,000 aggregate.

10.3.2 **Automobile Liability Insurance.** In a combined single limit of \$1,000,000 each occurrence.

10.3.3 **Professional Liability Insurance.** In a combined single limit of \$1,000,000 each occurrence and \$2,000,000 aggregate.

10.4 Insurance Cancellation

The CONSULTANT shall furnish to the CITY Certificates of Insurance allowing thirty (30) days notice for any change, cancellation, or non-renewal. If the insurance policies expire during the terms of the Agreement, a renewal certificate or binder shall be filed with the CITY fifteen (15) days prior to the renewal date.

10.5 CITY to be Named Additional Insured.

The plans and specifications and other contract documents to be prepared by CONSULTANT pursuant to this Agreement shall require the insurance of liability of the person, firm or corporation which would, as contractor, perform the work described in such plans and specifications. The amounts of insurance shall be determined by the CITY. The CITY shall be named as "additional insured" with regard to the coverage of such policies of insurance.

10.6 Status of Claim.

The CONSULTANT shall be responsible for keeping the CITY currently advised as to the status of any claims made for damages against the CONSULTANT resulting from services performed under this Agreement. The CONSULTANT shall send notice of claims related to work under this Agreement to the City.

Section 11. Professional Standards

11.1 Other Agreements

CONSULTANT is entering into this Agreement with the understanding that the CITY has no agreements, either written or oral, for professional services relating to this specific Project which include any of those services within the Scope of Services defined herein.

11.2 Professional Standard; Approvals Not Guaranteed

All work performed by CONSULTANT will be in accordance with the highest professional standards for similar consultants in the State of Florida, and in accordance with all applicable governmental regulations. However, CONSULTANT does not warrant or represent that any governmental approval will be obtained, only that the CONSULTANT will exercise its best efforts to obtain all such approvals contemplated under this Agreement.

11.3 Governmental Regulations Affecting Land Use

Unless the Scope of Services of this Agreement includes an investigation into the applicable land use, zoning and platting requirements for the Project, CONSULTANT shall proceed on the assumption that the Project as presented by the CITY, is in accordance with all applicable governmental regulations.

Section 12. Opinions of Cost

Since the CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding, or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified CONSULTANT, familiar with the construction industry. The CONSULTANT cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable cost. If at any time the CITY wishes greater assurance as to the amount of any cost, the CITY shall employ an independent cost estimator to make such determination. Consulting services required to bring cost within any limitation established by the CITY will be paid for as additional services hereunder by the CITY.

Section 13. General Conditions

13.1 Venue

Venue for any lawsuit to enforce the terms and obligations of this Agreement shall lie exclusively in the Florida State Court system in and for Pasco County, Florida.

13.2 Laws of Florida

The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and governed by the laws of the State of Florida.

13.3 Attorney's Fees and Costs

In the event the CONSULTANT defaults in the performance of any of the terms, covenants and conditions of this Agreement, the CONSULTANT agrees to pay all damages and costs incurred by the CITY in the enforcement of this Agreement, including reasonable attorney's fees, court costs paralegal costs, and all other expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

13.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Agreement, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the CITY shall select the mediator who, if selected solely by the CITY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

13.5 Agreement Amendment

No modification, amendment or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. No verbal agreement by the CITY or the CITY's representative identified herein shall be binding or enforceable against the CITY.

Section 14. PUBLIC RECORDS ACCESS:

14.1 CONTRACTOR shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. CONTRACTOR shall keep and maintain public records required to perform the services under this Agreement.

14.2 This Agreement may be unilaterally canceled by the City for refusal by CONTRACTOR to either provide public records to the City upon request, or to allow inspection and copying of all public records made or received by the CONTRACTOR in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

14.3 If CONTRACTOR meets the definition of "contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of

the public agency], then the following requirements apply:

14.3.1 Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to the City or allow the records to be inspected or copied within a reasonable time. If CONTRACTOR fails to provide the public records to the City within a reasonable time, CONTRACTOR may be subject to penalties under s. 119.10, F.S.

14.3.2 Upon request from the City's custodian of public records, CONTRACTOR shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

14.3.3 CONTRACTOR shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the City.

14.3.4 Upon completion of the Agreement, CONTRACTOR shall transfer, at no cost to City, all public records in possession of CONTRACTOR or keep and maintain public records required by the City to perform the services under this Agreement. If the CONTRACTOR transfers all public records to the City upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to City, upon request from the City's custodian of public records, in a format that is accessible by and compatible with the information technology systems of City.

14.4 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS BY TELEPHONE AT (863) 375-2255, BY EMAIL AT cityclerk@sanantonioflorida.org, OR AT THE MAILING ADDRESS BELOW:

**CITY CLERK
CITY OF SAN ANTONIO, FLORIDA
32819 PENNSYLVANIA AVENUE
POST OFFICE BOX 75
SAN ANTONIO, FL 78204**

Section 15. Mutual Draftsmanship of Agreement.

The terms and conditions in this Agreement are the product of mutual draftsmanship by both parties, each being represented by counsel, and any ambiguities in this Agreement or any documentation prepared pursuant to it shall not be construed against any of the parties because of authorship. The parties acknowledge that all the terms of this Agreement were negotiated at arms= length, and that each party, being represented by counsel, is acting to protect its, his, her, or their own interest.

Section 16. Waiver; Remedies

No failure or delay on the part of either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party of any right, power, or privilege hereunder operate as a waiver of any other right, power, or privilege hereunder, not will any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.

Section 17. Exhibits

The following Exhibits are attached to and made a part of this Agreement:

"Exhibit A" - "Survey of Road."

"Exhibit B" - "Consultant's Personnel Hourly Rate Schedule."

"Exhibit C" - "Proof of Insurance"

IN WITNESS WHEREOF, the CITY and the CONSULTANT have executed this Agreement the day and year indicated below.

CITY OF SAN ANTONIO, FLORIDA

ATTEST:

Rick Alley, City Clerk

Mark Anderson, Mayor

**APPROVED AS TO FORM
AND CORRECTNESS**

City Attorney

WITNESSES:

ARCTURUS GROUP, LLC

(Signature)

Patricia P. Montecki, MGR

(Signature)

DRAFT

EXHIBIT A

“DETAILED DESCRIPTION OF SCOPE OF SERVICES AND FEE CHEDULE”

See next __ page(s)

DRAFT

EXHIBIT B

“CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE”

DRAFT

EXHIBIT C

“PROOF OF INSURANCE”

See next ____ page(s)

DRAFT

ORDINANCE NO. 04-2018

AN ORDINANCE PROVIDING FOR ANNEXATION OF PROPERTY KNOWN AS THE DARBY ROAD LAND TRUST PROPERTY, COUNTY PARCEL NUMBER 35-24-20-0000-00500-0010, PURSUANT TO A PETITION FOR VOLUNTARY ANNEXATION INTO THE CITY OF SAN ANTONIO, PASCO, COUNTY, FLORIDA; PROVIDING INTENT, SHORT TITLE AND FINDINGS PURSUANT TO STATUTE; AND PROVIDING AN EFFECTIVE DATE.

SECTION 1. Intent. The City of San Antonio, Florida has been asked to annex certain property by its owner within its City Limits. The City hereby intends to annex that property as a voluntary annexation pursuant to Section 171.044 of Florida Statutes.

SECTION 2. Short Title. For convenience, this Ordinance shall be referred to as the “Darby Road Land Trust Annexation Ordinance.”

SECTION 3. Findings.

- A.** The City Commission finds that it is in the best interest of the citizens of San Antonio to annex the ±6-acre parcel described Tax ID Parcel Number 35-24-20-0000-00500-0010, hereinafter known as the “Property.” The Location Map is shown in Exhibit “A,” and full metes and bounds description is shown on Exhibit “B”.
- B.** The City Commission finds that the Property is contiguous to the existing City Limits as required by Section 171.044, Florida Statutes.
- C.** The City Commission finds that the Property is reasonably compact as required by Section 171.044, Florida Statutes.
- D.** The City Commission finds that the annexation of the Property will not create enclaves, as prohibited by Section 171.044, Florida Statutes.
- E.** The Owner of the Property voluntarily requests annexation as demonstrated by the Petition to Voluntarily Annex received by the City and as shown in “Exhibit C”.
- F.** The proposed Notice of Annexation required by Section 171.044 F.S., is shown on Exhibit “D”.
- G.** The City Staff has verified that the Petition for Voluntary Annexation bears all the signatures of the property owners of the Property, and that the signatories are authorized to sign such a document.
- H.** The City Clerk has provided a copy of Exhibit “D”, the Notice of Annexation, and this ordinance in draft form, by certified mail, to the Clerk of the Pasco County Board of

Commissioners at least ten (10) days prior to publication of the Notice of Annexation as required by Section 171.044 F.S.

- I. The City Clerk has published the Notice of Annexation at least once a week for two consecutive weeks in a newspaper published within Pasco County, Florida, prior to passage of this Ordinance as required by Section 171.044 F.S.
- J. Once this Ordinance is adopted, the City Clerk shall file a copy of the adopted ordinance with the County Manager and with the Department of State not more than seven (7) days after adoption as required by Section 171.044 F.S.

SECTION 4. Annexation.

Pursuant to Section 171.044, Florida Statutes, the City of San Antonio hereby annexes the Property described herein and shown on Exhibit "A" into the City Limits and redefines the City Limits to include the described Property.

SECTION 5. Effective Date.

This Ordinance shall become effective immediately upon passage by the City Commission.

This Ordinance was read for the first time at the Regular Meeting of the City Commission held on the _____ day of _____, 2018. The vote was as follows:

	Yes	No	Abstain	Absent
Commissioner/Mayor Anderson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Bassinger	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Markley	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Schrader	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Stallworth	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The final reading was held on _____ day of _____, 2018, at a regular ☐ special ☐ session of the City Commission, and this Ordinance was adopted ☐ rejected ☐.

The vote was as follows:

	Yes	No	Abstain	Absent
Commissioner/Mayor Anderson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Bassinger	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Markley	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Schrader	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Stallworth	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST:

CITY OF SAN ANTONIO, FLORIDA

Richard Alley, City Clerk

Mark Anderson, Mayor

APPROVED AS TO FORM AND CONTENT:

Gerald T. Buhr, City Attorney

EXHIBIT A

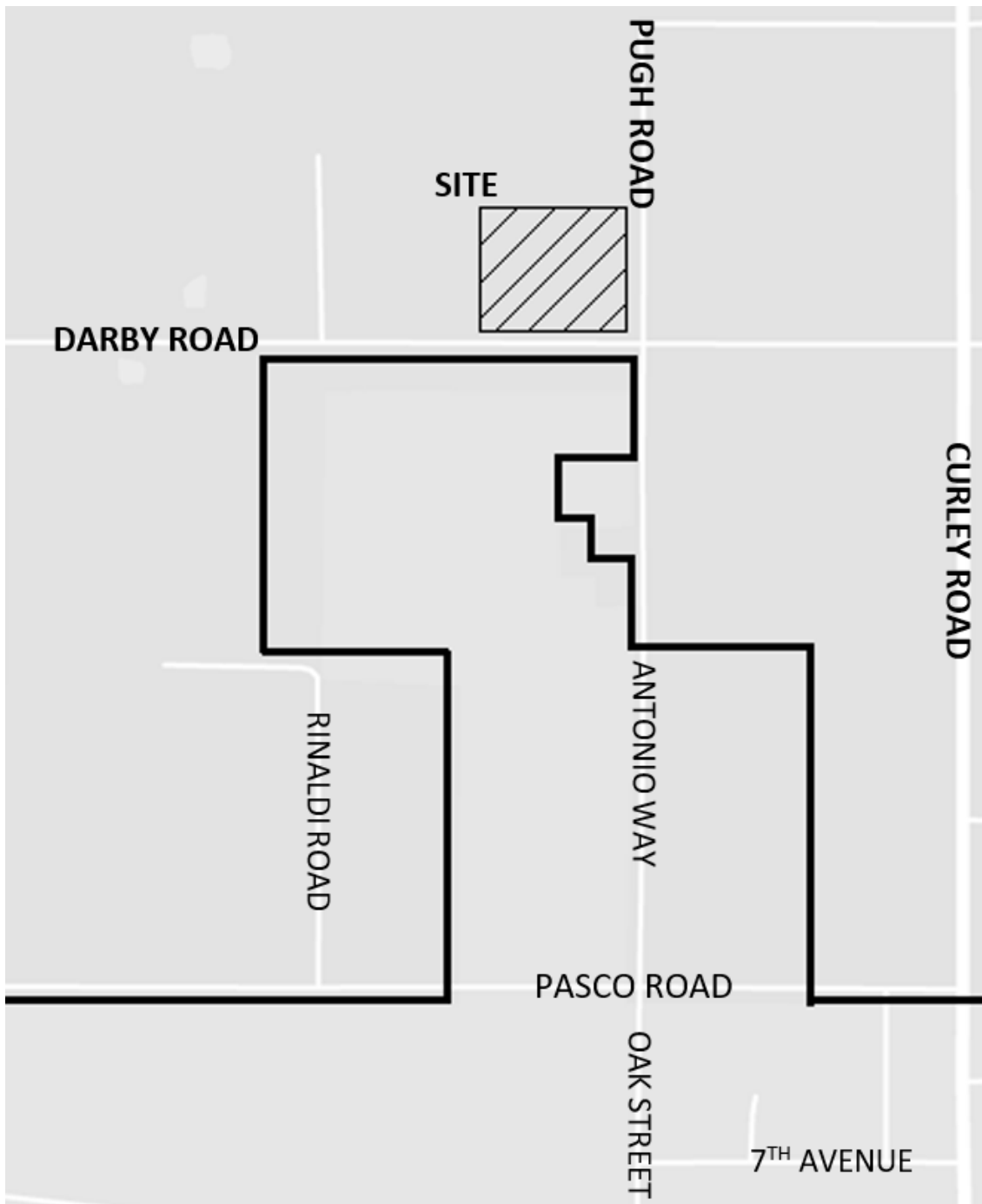


EXHIBIT B

A parcel of land being described as a portion of that certain parcel as recorded in Official Records Book 3295, Page 826, of the Public Records of Pasco County, Florida being described as follows: All that part of the East 1/2 of Southeast 1/4 of Northwest 1/4 of Section 35, Township 24 South, Range 20 East, LESS AND EXCEPT that part of: The East 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 35, Township 24 South, Range 20 East lying within 40.00 feet of the center line of survey of State Road S-578-A, Section 14700, said center line of survey being described as follows: Begin at the Southwest corner of the Northwest 1/4 of Section 35, Township 24 South, Range 20 East; run thence S.89°59'30"E., 2660.14 feet to the Southeast corner of the Northwest 1/4 of said Section 35. Less existing right of way, which was conveyed to the State of Florida by that Special Warranty Deed dated October 25, 1962, recorded in Pasco County, Florida. Official Records Book 215, Page 247.

AND SUBJECT TO that grant of easement in favor of Tampa Electric Company dated October 9, 1980, recorded in Pasco County, Florida, Official Records Book 1094, Page 0876, Public Records of Pasco County, Florida.

Subject property being more particularly described as follows:

As a Point of Reference, COMMENCE at the Southeast corner of the Northwest 1/4 of said Section 35; thence N.00°11 '26"W. along the East line of the Northwest 1/4 of said Section 35; a distance of 40.00 feet to a point on the North right of way of State Road S-578-A, (a.k.a. Darby Road), said point being the POINT OF BEGINNING; thence departing said East line S.89°58'46"W. along the North right-of-way of said Darby Road, a distance of 664.89 feet to the West line of the East 1/2 of the Southeast 1/4 of the Northwest 1/4 of said Section 35; thence departing said North right-of-way N.00°12'03"W. along the West line of said East 1/2 of the Southeast 1/4 of said Northwest 1/4, a distance of 401.16 feet; thence departing said West line S.89°59'30"E., a distance of 664.97 feet to a point on the East line of the Northwest 1/4 of said Section 35; thence S.00°11 '26"E. along said East line, a distance of 400.82 feet to the POINT OF BEGINNING. Subject to ingress/egress and utility easement as per Official Records Book 6353, Page 676, Public Records of Pasco County, Florida.

EXHIBIT C

CITY OF SAN ANTONIO ANNEXATION REQUEST APPLICATION

For Assistance Contact: City Clerk, PO Box 75, San Antonio, FL 33576
Telephone: (352) 588-2127, Fax: (352) 588-2135, E-Address: cityclerk@sanantonioflorida.org

The undersigned, being all of the owners, in fee simple, of the real property herein described herein, and as described by attached documents, petition the City of San Antonio, Florida, to annex said real property in the manner provided by Section 171.044, FS.

The applicant(s) must attach copies of ALL of the following:

- 1) deed for each parcel for which annexation is being requested
- 2) tax receipt for each parcel for which annexation is being requested
- 3) survey of entire area requested to be annexed, with legal description of entire area
- 4) digital copy of legal description of entire area to be annexed (preferably Microsoft Word)
- 5) general location map

Please Type or Print Legibly

Property Owner Preparing Application: Daddy Road Land Trust

Mailing Address: 4922 Oakfield Circle, Dade City, FL 33523

Telephone -- Home: Work: 813-714-9040

Other Contact Info (fax, e-mail, etc.): platinum4coast@gmail.com

Respectfully submitted: *(use additional copies of this sheet if more than four owners)*

BY: [Signature] Walter Targem DATE: 4-18-18
Owner #1 Signature Name Printed

BY: DATE:
Owner #2 Signature Name Printed

BY: DATE:
Owner #3 Signature Name Printed

BY: DATE:
Owner #4 Signature Name Printed

Application prepared by: *(if other than by the property owner listed above)*

EXHIBIT D

**NOTICE OF ANNEXATION
CITY OF SAN ANTONIO, FLORIDA**

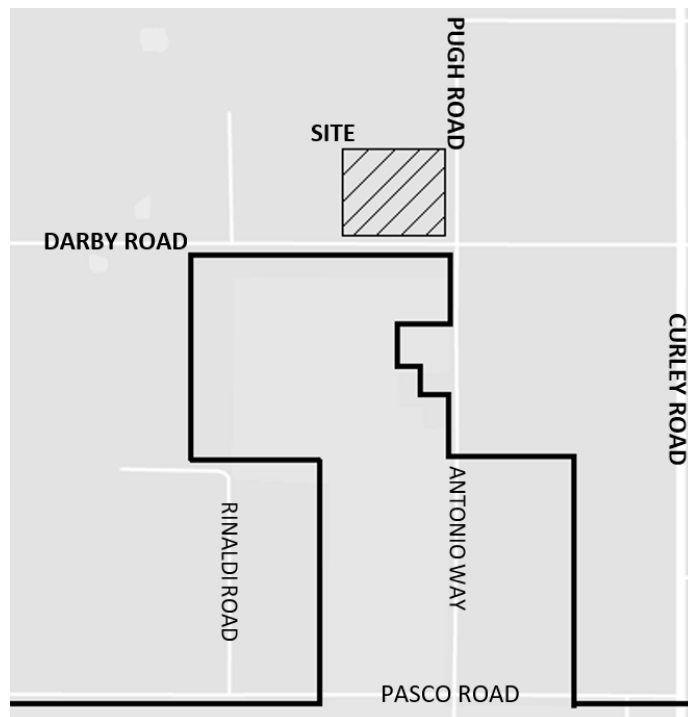
Notice is given that the City of San Antonio, Florida will consider approval of an annexation of property pursuant to Ordinance No. 04-2018 at the regular meeting of the San Antonio City Commission to be held:

TIME: 7:30 PM (or as soon thereafter as the matter may be heard)
DATE: June 19th, 2018
**PLACE: City Hall, 32819 Pennsylvania Avenue
San Antonio, FL 33576**

ORDINANCE NO. 04-2018

AN ORDINANCE PROVIDING FOR ANNEXATION OF PROPERTY KNOWN AS THE DARBY ROAD LAND TRUST PROPERTY, COUNTY PARCEL NUMBER 35-24-20-0000-00500-0010, PURSUANT TO A PETITION FOR VOLUNTARY ANNEXATION INTO THE CITY OF SAN ANTONIO, PASCO, COUNTY, FLORIDA; PROVIDING INTENT, SHORT TITLE AND FINDINGS PURSUANT TO STATUTE; AND PROVIDING AN EFFECTIVE DATE.

The property to be annexed is owned by the Darby Road Land Trust, is identified as Pasco County Parcel Number 35-24-20-0000-00500-0010, and is outlined in the map below. The property is a \pm 6 acre parcel and is generally located approximately 60 feet north of Darby Road, west of and contiguous to what would be a northern extension of Antonio Way across Darby Road, extending approximately 665 feet west of Pugh Road.



Interested persons can appear and be heard on this Ordinance at the Commission Meeting by attending the meeting and signing the request form. Copies of background materials, the complete proposed ordinance and metes and bounds description may be reviewed or obtained at the office of the City Clerk, 32819 Pennsylvania Avenue, San Antonio, FL 33576 M-F, 8:00 to 4:30 PM.

If a person decides to appeal any decision made by the Commission with respect to any matter discussed at any meeting or hearing, they will need a record of the proceedings for such purposes, and may need to ensure that a verbatim record of the proceedings is made, which record includes testimony and evidence upon which the appeal is based, per Florida Statute 286.0105. Verbatim transcripts are not furnished by the City. Any person with a disability requiring reasonable special accommodations to participate in this meeting should contact the City Clerk with the request at (352) 588-2127.

ORDINANCE NO. 05-2018

AN ORDINANCE OF THE CITY OF SAN ANTONIO, FLORIDA REMOVING UNNECESSARY AND CONFUSING PORTIONS OF TITLES STATING THE NUMBER OF UNITS PER ACRE CONTAINED IN THE ZONING CODE; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Section I. Findings and Intent. The City Commission finds that the statement describing the number of units per acre in the section titles is unnecessary, and can be confusing, therefore, such language should be stricken from the code.

Section II. Chapter 82, section 82-2 of the City Code is amended by removing the statement of the units per acre contained in the title as follows:

Sec. 82-2. - (A) Agriculture zoning district ~~(one unit per five acres).~~

Section III. Chapter 82, section 82-3 of the City Code is amended by removing the statement of the units per acre contained in the title as follows:

Sec. 82-3. - (R-1) Rural residential zoning district ~~(one per acre).~~

Section IV. Chapter 82, section 82-4 of the City Code is amended by removing the statement of the units per acre contained in the title as follows:

Sec. 82-4. - (R-2) Residential—Residential dwelling district ~~(three units per acre).~~

Section V. Chapter 82, section 82-5 of the City Code is amended by removing the statement of the units per acre contained in the title as follows:

Sec. 82-5. - (R-3) Residential dwelling district ~~(three units per acre).~~

Section VI. Severability.

If any section, sentence, clause, part, or provision of this Ordinance is held to be invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby, but shall remain in full force and effect.

Section VII. Inclusion in the Code.

It is the intention of the City Commission that the provisions of this Ordinance shall become and be made part of the San Antonio City Code; and that the sections of the

Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section", "article" or such other phrase, or make other codification modifications necessary or prudent to accomplish the City Commission's intentions.

Section VIII. Effective Date.

This Ordinance shall take effect immediately upon passage.

This Ordinance was read for the first time at the Regular Meeting of the City Commission held on the _____ day of _____, 2018. The vote was as follows:

	Yes	No	Abstain	Absent
Commissioner/Mayor Anderson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Bassinger	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Markley	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Schrader	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Stallworth	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The final reading was held on _____ day of _____, 2018, at a regular ☐ special ☐ session of the City Commission, and this Ordinance was adopted ☐ rejected ☐.

The vote was as follows:

	Yes	No	Abstain	Absent
Commissioner/Mayor Anderson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Bassinger	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Markley	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Schrader	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Stallworth	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST:

CITY OF SAN ANTONIO, FLORIDA

Rick Alley, City Clerk

Mark B. Anderson, Mayor

APPROVED AS TO FORM:

Gerald T. Buhr, City Attorney

ORDINANCE 06-2018

AN ORDINANCE VACATING AND CLOSING A PORTION OF CEMETERY RIGHT OF WAY ADJACENT TO PROPERTY IDENTIFIED AS PARCEL ID: 02-25-20-0000-05000-0000 IN THE CITY OF SAN ANTONIO, FLORIDA, AT THE REQUEST OF ADJACENT OWNER ST. ANTHONY OF PADUA CATHOLIC CHURCH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an application for street or alley closing has been submitted to the City by (property owner or agent) to close and vacate a portion of the city right of way (“ROW”) near a parcel of land identified as Parcel ID: 02-25-20-0000-05000-0000, and more specifically shown in Exhibit “A” (“ROW”); and,

WHEREAS, the portion of said road to be vacated abuts onto properties owned by St. Anthony of Padua Catholic Church which requested the closing, and other owners having been duly notified of the proposal and hearing on this Ordinance, and the ROW closing having been considered by City Staff, and there is no apparent need for the ROW in the future; and

WHEREAS, the City Utilities Department, Police Department, County Fire Department, and other private utilities doing business in the City have all received a description of the street and have ascertained that the closing will not reasonably affect any utility access, or routing to emergencies by City vehicles; and

WHEREAS, the City Clerk duly noticed the public hearing at which the application and this Ordinance have been approved as well as in the newspaper as required by statute, and the City has also posted the appropriate signs on the ROW notifying area residents of the proposal; and

WHEREAS, in the judgment of the City Commissioners, it is necessary or prudent that the ROW be vacated as provided in this Ordinance; and

WHEREAS, after due notice having been given, two meetings were held at which affected property owners and interested parties were permitted to be heard.

THEREFORE, BE IT ORDAINED by the Commissioners of the City of San Antonio, Florida, as follows:

SECTION 1. That a portion of the right of way identified on Exhibit “A” is hereby vacated and closed.

SECTION 2. This Ordinance shall become effective immediately after approval. The Clerk shall provide a copy of this Ordinance to the County and 911 dispatch.

=====

This Ordinance was read for the first time at the regular ☐ special ☐ session of the City Commission held on _____. The vote was as follows:

	Yes	No	Abstain	Absent
Commissioner/Mayor Anderson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Bassinger	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Markley	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Schrader	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Stallworth	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The final reading was held on _____ day of _____, 2018, at a regular ☐ special ☐ session of the City Commission, and this Ordinance was adopted ☐ rejected ☐.

The vote was as follows:

	Yes	No	Abstain	Absent
Commissioner/Mayor Anderson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Bassinger	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Markley	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Schrader	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Stallworth	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST:

CITY OF SAN ANTONIO, FLORIDA

Rick Alley, City Clerk

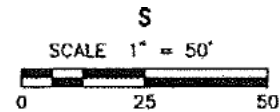
Mark B. Anderson, Mayor

APPROVED AS TO FORM AND SUBSTANCE:

Gerald T. Buhr, City Attorney

EXHIBIT "A1"
LEGAL DESCRIPTION FOR RIGHT OF WAY PROPERTY TO BE VACATED

DESCRIPTION:

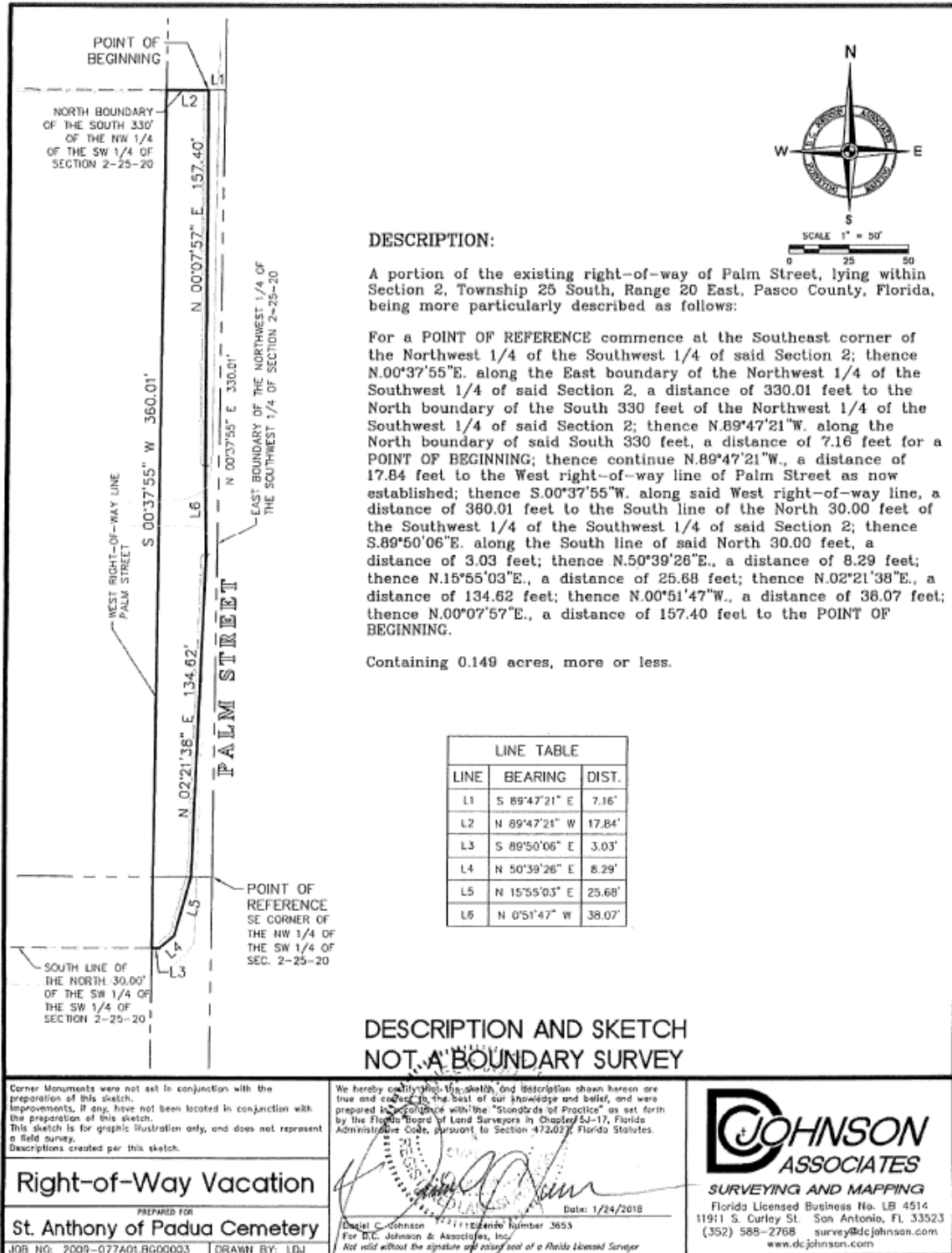


A portion of the existing right-of-way of Palm Street, lying within Section 2, Township 25 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

For a POINT OF REFERENCE commence at the Southeast corner of the Northwest 1/4 of the Southwest 1/4 of said Section 2; thence N.00°37'55"E. along the East boundary of the Northwest 1/4 of the Southwest 1/4 of said Section 2, a distance of 330.01 feet to the North boundary of the South 330 feet of the Northwest 1/4 of the Southwest 1/4 of said Section 2; thence N.89°47'21"W. along the North boundary of said South 330 feet, a distance of 7.16 feet for a POINT OF BEGINNING; thence continue N.89°47'21"W., a distance of 17.84 feet to the West right-of-way line of Palm Street as now established; thence S.00°37'55"W. along said West right-of-way line, a distance of 360.01 feet to the South line of the North 30.00 feet of the Southwest 1/4 of the Southwest 1/4 of said Section 2; thence S.89°50'06"E. along the South line of said North 30.00 feet, a distance of 3.03 feet; thence N.50°39'26"E., a distance of 8.29 feet; thence N.15°55'03"E., a distance of 25.68 feet; thence N.02°21'38"E., a distance of 134.62 feet; thence N.00°51'47"W., a distance of 38.07 feet; thence N.00°07'57"E., a distance of 157.40 feet to the POINT OF BEGINNING.

Containing 0.149 acres, more or less.

EXHIBIT "A2" **SKETCH OF AREA TO BE VACATED**



PREPARED BY AND RETURN TO:
Patricia A. Petruff, Esq.
Dye, Harrison, Kirkland, Petruff,
Pratt & St. Paul, PLLC
1206 Manatee Avenue West
Bradenton, FL 34205

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SAN ANTONIO, FLORIDA
AND THE TOWN OF ST. LEO, FLORIDA
FOR THE IMPROVEMENT OF A PORTION OF POMPANIC STREET**

THIS INTERLOCAL AGREEMENT (the “Interlocal Agreement”) is made and entered into this ____ day of _____, 2018, by and between the City of San Antonio, Florida (“City”) and the Town of St. Leo, Florida (“Town”), (or collectively referred to as the “Parties”) both of which are municipal corporations organized and existing under the laws of the State of Florida within Pasco County, Florida.

WHEREAS, the boundary between the Town and the City is the section line between Section 1 and 2 of Township 25 South, Range 20 East; and

WHEREAS, Pompanic Street traverses the above referenced section line so that a portion of the road lies within the City (hereinafter “City Side”) and a portion of the road lies within the Town (hereinafter “Town Side”); and

WHEREAS, the Parties previously entered into an Interlocal Agreement ([“Pompanic Interlocal #1”](#)) to commemorate their understanding regarding cooperation in the future planning, upgrades, and maintenance for Pompanic Street, such Interlocal Agreement being recorded in Official Record Book 9200, Pages 739-744 of the Official Records of Pasco County [and remains in place as to that separate portion of Pompanic Street](#); and

WHEREAS, road upgrades [described in Pompanic Interlocal #1](#) have been completed on that portion of Pompanic Street that extends from State Road 52 to the south edge of the right of way (ROW) of McMullen Drive; and

WHEREAS, it is the intent of the Parties that this Agreement ([“Pompanic Interlocal #2”](#)) be limited to that [additional](#) portion of Pompanic Street that extends from the south edge of the ROW of McMullen Drive northward to the southern end of the northern curve in Pompanic Street before the intersection with Dunne Road (the “Roadway”); and

WHEREAS, the Parties wish to cooperate in the future planning for use restrictions, maintenance and any upgrades to the Roadway;

NOW, THEREFORE, in consideration of the premises and of the mutual benefits and in consideration of the covenants and agreements set forth herein, the parties hereto agree as follows:

1. The above provisions are hereby incorporated herein as part of the Agreement.
2. The City shall obtain a survey of the existing Roadway ROW so that the width of the existing pavement and the location of existing utilities can be established. The Town and the City shall share the cost of the survey in accordance with Paragraph 11 below.
3. In order to more fully provide for the establishment of standard twelve-foot (12') travel lanes and drainage, the Parties agree that the future ROW width for the Roadway will be established at fifty feet (50').
4. To the extent feasible, the Parties agree to require new driveways along the Roadway to be aligned with existing driveways.
5. Currently, the City owns, operates and maintains water mains, services and other appurtenances ("Utility Facilities") within the right of way. The City shall retain sole ownership and responsibility for those Utility Facilities. The Town grants the City, in perpetuity, unfettered access to its facilities for extension, improvement, additions, repairs, replacement, abandonment, and all other uses and activities related to water utility services, within the Town's portion of the right of way. The City's use of the Town's portion of the right of way for utilities shall be in accordance with standard utility practices, and shall be nonexclusive, except that other utilities must not disturb, harm or interfere with the City's Utility Facilities in any way. This grant shall survive the expiration of this Agreement. Except for routine maintenance or emergency repairs, prior to undertaking any work on said Utility Facilities other than mowing within the boundaries of the Town, the City shall provide written notification ten (10) business days in advance. If said work disrupts the flow of traffic, the City will provide access management to ensure safe vehicular access.
6. The Parties agree that at no point shall the paved portion of the Roadway have a width of less than twenty-two (22) feet.
7. The Parties agree that they will share the cost of a sidewalk or multi-use trail which shall be constructed in conjunction with the Roadway construction and shall commence at the northern edge of the ROW of McMullen Drive and continue northward until ending at the southern edge of the ROW of the northern curve in Pompano Street before the intersection with Dunne Road.
8. The Parties agree that the posted speed limit on the Roadway shall be twenty-five (25) miles per hour. The Parties shall implement the truck prohibition by each passing resolutions establishing such speed limit and providing the required notice thereof as provided in §316.555 F.S. The Parties shall coordinate the timing of their ordinances and

installation of notice signs such that both sides of the Roadway are posted at the same time to avoid confusion

9. The Parties agree that no thru-trucks shall be allowed on the Roadway. The Parties shall implement the truck prohibition by each passing ordinances making the Roadway a designated "no thru-Trucks" roadway, and providing the required notice thereof as provided in §316.555 F.S. The Parties shall coordinate the timing of their ordinances and installation of notice signs such that both sides of the Roadway are posted at the same time to avoid confusion.

10. The Parties agree that they will consider efforts to obtain grants or other funding to improve the drainage and treat the run-off from the Roadway in order to ameliorate and, if financially feasible, eliminate the current potential for flooding and to improve water quality in Lake Jovita.

11. The City and Town shall share the expense of the improvements contemplated in this agreement on an equal pro rata basis wherein each party pays a fifty percent (50%) share ~~not to exceed a total cost to each party of~~ an estimated \$6,100.00, and permitting and construction costs of the Roadway. The Arcturus agreement for engineering services is attached as Attachment "A", and the Town agrees to be obligated to a 50/50 split of the fees, costs and contingencies provided therein.

12. The City shall undertake the responsibility to manage and maintain the Roadway ROW and pavement therein. The Town shall be provided notice of any future land use issues relating to Roadway use for property located within the City and the City shall be noticed on future land use issues relating to Roadway use for property located within the Town. The Town shall reimburse the City for its proportionate share of the ROW maintenance.

13. The Parties agree that each shall modify their ordinances and codes to implement the provisions of this Agreement.

14. Any notices or other documents required to be delivered under this Agreement shall be delivered to the following addresses:

City of San Antonio, Florida
P. O. Box 75
San Antonio, Florida 33576
Attn: City Clerk

Town of St. Leo, Florida

P. O. Box 2479
Saint Leo, FL 33574
Attn: Town Clerk

or, at such other address as the above parties heretofore specify by written notice delivered to the other.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. This Agreement shall be construed equally against each party in recognition of the fact that each has had the opportunity of review and participation, by their respective counsel, in the preparation of this Agreement.

16. If, for any reason, any portion of this Agreement is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

17. This Agreement may only be amended in writing duly executed by the affected parties.

18. This Agreement and any subsequent amendments thereto shall be filed with the Clerk of the Circuit Court of Pasco County, as provided in Section 163.01(11), Florida Statutes.

19. This Agreement shall terminate ten (10) years subsequent to execution by both Parties, however, either Party may terminate this Agreement with or without cause by providing sixty (60) days of notice to the other Party. Obligations for cost splitting provided herein for work contracted for or being performed at the time of termination of the contract shall survive such termination.

IN WITNESS WHEREOF, the parties have respectively executed this Agreement on the date first written above.

CITY OF SAN ANTONIO, FLORIDA

By: _____
Mark Anderson, Mayor

ATTEST:

Richard Alley, City Clerk

Approved as to form and correctness:

Gerald T. Buhr, City Attorney

TOWN OF ST. LEO, FLORIDA

By: _____
Richard H. Christmas, Mayor

ATTEST:

Andrea Calvert, Town Clerk

Approved as to form and correctness:

Patricia A. Petruff, Town Attorney

DRAFT