

City of South Pasadena

7047 SUNSET DRIVE SOUTH
SOUTH PASADENA, FLORIDA 33707-2819
PH: (727) 347-4171 FAX: (727) 345-0518
www.ci.south-pasadena.fl.us

A G E N D A

REGULAR COMMISSION MEETING
SOUTH PASADENA, FLORIDA

TUESDAY, JUNE 11, 2013
COMMISSION CHAMBERS 7:00 P.M.

CALL TO ORDER
INVOCATION
PLEDGE OF ALLEGIANCE
ROLL CALL
PEOPLE'S FORUM
AGENDA COMMENT
REPORTS

DISCUSSION ITEMS

PUBLIC HEARING - LEGISLATIVE

1. ORDINANCE NO. 2013-01 - AN ORDINANCE OF THE CITY OF SOUTH PASADENA, FLORIDA, AMENDING ORDINANCE NO. 2012-01, THE CITY'S FISCAL 2012-2013 BUDGET, TO INCREASE THE TRANSPORTATION CAPITAL IMPROVEMENTS BUDGET BY \$40,000 PROVIDING ADDITIONAL FUNDING FOR THE SUNSET DRIVE RE-PAVING AND CURBING PROJECT AT AN ESTIMATED COST OF \$89,954; AND TO RECOGNIZE A \$1,000 DONATION TO THE SOUTH PASADENA SCHOLARSHIP FUND AND TO INCREASE THE GENERAL FUND HUMAN SERVICES BUDGET BY \$1,000, THEREBY PROVIDING AUTHORIZATION TO INCREASE THE FISCAL 2012-2013 SCHOLARSHIP AWARD TO \$2,000, PROVIDING FOR AN EFFECTIVE DATE - SECOND AND FINAL READING.

UNFINISHED BUSINESS

(Continued from the May 14, 2013 Regular Commission Meeting.)

2. MOTION - TO RATIFY AND APPROVE THE MOTLEY RICE LLC CONTRACT OF INVESTIGATION AND REPRESENTATION IN CONNECTION WITH THE CITY OF SOUTH PASADENA'S CLAIM TO RECOVER DAMAGES RESULTING FROM THE DEEPWATER HORIZON OIL SPILL IN 2010.

REGULAR COMMISSION MEETING
TUESDAY, JUNE 11, 2013 - 7:00 P.M.

CONSENT AGENDA

Resolutions and Motions of a non-controversial nature may be placed on the Consent Agenda. One motion for approval is required to pass the entire Consent Agenda; however, any item(s) may be removed prior to motion for approval.

3. APPROVAL OF COMMISSION MEETING MINUTES FOR MONTH OF MAY, 2013 ON FILE IN CITY CLERK'S OFFICE
AGENDA MEETING, MAY 7, 2013; ADMINISTRATIVE WORKSHOP MEETING, MAY 7, 2013; REGULAR COMMISSION MEETING, MAY 14, 2013; ADMINISTRATIVE WORKSHOP MEETING, MAY 21, 2013.
4. ACCEPTANCE OF FINANCIAL REPORTS FOR THE MONTHS OF JANUARY, FEBRUARY, MARCH, 2013 (ON FILE IN THE FINANCE DEPARTMENT).

NEW BUSINESS

5. RESOLUTION NO. 2013-08 - A RESOLUTION OF THE CITY OF SOUTH PASADENA, FLORIDA, TO AUTHORIZE PARTICIPATION IN THE FLORIDA MUNICIPAL INVESTMENT TRUST AND TO AUTHORIZE OFFICERS OF THE CITY OF SOUTH PASADENA TO WIRE TRANSFER FUNDS TO AND FROM THE FLORIDA MUNICIPAL INVESTMENT TRUST FUND.
6. MOTION - TO AUTHORIZE MAYOR CALABRIA TO SIGN INTERLOCAL SERVICE AGREEMENT BETWEEN PINELLAS COUNTY AND THE CITY OF SOUTH PASADENA FOR TRAFFIC CONTROL SIGNALS AND RELATED DEVICES.
7. MOTION - TO APPOINT TWO MEMBERS TO THE PLANNING & ZONING BOARD, FOR THREE YEAR TERMS, ACCORDING TO BALLOT AND RANKING.

ADJOURN

Ordinances may be inspected by the public in the office of the City Clerk at City Hall from 8:00 a.m. to 4:00 p.m. Monday through Friday with the exception of holidays. In accordance with Florida Statutes, you are hereby notified that if a person decides to appeal any decision made by the Board, Agency or Commission with respect to any matter considered at such meeting or hearing as noticed in this notice, he will need to insure that a verbatim record of the proceedings is made, which record includes testimony and evidence upon which the appeal is to be based. Any persons who may need such a record can arrange for a court reporter to attend the public hearing.

In accordance with the Americans with Disabilities Act and F.S. 286.26, persons with disabilities needing special accommodation to participate in this proceeding should contact the Clerk's Office at (727) 347-4171 at least 72 hours prior to the meeting.



Ordinance: NO. 2013-01

Date Submitted: 05/01/2013

Resolution:


Agenda Meeting Date: 05/07/2013

Motion:

Regular Meeting Date: 05/14/2013

Information Only
No Action Needed:

Submitted By: COMMISSIONER PENNY

Written By: 

Discussion:

Subject Title: (If Ordinance or Resolution, state number and title in full.)

ORDINANCE NO. 2013-01 - AN ORDINANCE OF THE CITY OF SOUTH PASADENA, FLORIDA, AMENDING ORDINANCE NO. 2012-01, THE CITY'S FISCAL 2012-2013 BUDGET, TO INCREASE THE TRANSPORTATION CAPITAL IMPROVEMENTS BUDGET BY \$40,000 PROVIDING ADDITIONAL FUNDING FOR THE SUNSET DRIVE RE-PAVING AND CURBING PROJECT AT AN ESTIMATED COST OF \$89,954; AND TO RECOGNIZE A \$1,000 DONATION TO THE SOUTH PASADENA SCHOLARSHIP FUND AND TO INCREASE THE GENERAL FUND HUMAN SERVICES BUDGET BY \$1,000, THEREBY PROVIDING AUTHORIZATION TO INCREASE THE FISCAL 2012-2013 SCHOLARSHIP AWARD TO \$2,000, PROVIDING FOR AN EFFECTIVE DATE.

Motion Proposed:

TO PASS ORDINANCE NO. 2013-01 ON FIRST READING MAY 14, 2013

TO PASS ORDINANCE NO. 2013-01 ON SECOND AND FINAL READING JUNE 11, 2013

SUBMIT ORIGINAL TO CITY CLERK FOR INCLUSION ON AGENDA BY WEDNESDAY.

ORDINANCE NO. 2013-01

AN ORDINANCE OF THE CITY OF SOUTH PASADENA, FLORIDA, AMENDING ORDINANCE NO. 2012-01, THE CITY'S FISCAL 2012-2013 BUDGET, TO INCREASE THE TRANSPORTATION CAPITAL IMPROVEMENTS BUDGET BY \$40,000 PROVIDING ADDITIONAL FUNDING FOR THE SUNSET DRIVE RE-PAVING AND CURBING PROJECT AT AN ESTIMATED COST OF \$89,954; AND TO RECOGNIZE A \$1,000 DONATION TO THE SOUTH PASADENA SCHOLARSHIP FUND AND TO INCREASE THE GENERAL FUND HUMAN SERVICES BUDGET BY \$1,000, THEREBY PROVIDING AUTHORIZATION TO INCREASE THE FISCAL 2012-2013 SCHOLARSHIP AWARD TO \$2,000, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the original budget of \$50,000 for paving Sunset Drive included only the main roadway up to the City Hall Complex; and

WHEREAS, the Public Works Director has determined that it would be beneficial to extend paving to Villagrande Avenue and the parking area adjacent to Sunset Drive at Duryea Bay View Park; and

WHEREAS, it is necessary to replace approximately 200 linear feet of curbing in front of Galatea Park to provide adequate drainage of storm water; and

WHEREAS, new estimates for the re-paving and drainage improvements for Sunset Drive in the amount of \$89,954 exceeds the amount budgeted on the Fiscal Year 2013 Capital Budget by approximately \$40,000; and

WHEREAS, Mayor Calabria has donated \$1,000 to the South Pasadena Scholarship Fund account; and

WHEREAS, the City Scholarship Fund account currently has approximately \$4,651; and

WHEREAS, Mayor Calabria and the remaining City Commission has deemed it appropriate to distribute this additional donation along with the traditional \$1,000 award as a Scholarship Award for the fiscal year ended September 30, 2013 only; and

WHEREAS, an additional \$1,000 appropriation is required to authorize the desired \$2,000 Scholarship Award for 2012-2013.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of South Pasadena, Florida:

SECTION 1. Section 1 of Ordinance No. 2012-01 Capital Improvements Fund - Fund Balance is hereby increased by \$40,000 from \$1,185,355 to \$1,225,355 thereby increasing Total Estimated Revenues and Fund Balances by \$40,000, from \$1,651,275 to \$1,691,275; and Capital Improvements Fund Appropriations - Transportation is hereby increased by \$40,000, from \$77,500 to \$117,500, thereby increasing Capital Improvements Fund - Total Appropriations and Total Appropriations and Reserves by \$40,000, from \$1,651,275 to \$1,691,275.

SECTION 2. Section 1 of Ordinance No. 2012-01 General Fund - Miscellaneous Revenue is hereby increased by \$1,000, from \$47,770 to \$48,770, thereby increasing Total Estimated Revenues and Fund Balances by \$1,000, from \$4,960,355 to \$4,961,355; and General Fund Appropriations - Human Services is hereby increased by \$1,000, from \$5,500 to \$6,500, thereby increasing General Fund - Total Appropriations and General Fund - Total Appropriations and Reserves by \$1,000, from \$4,960,355 to \$4,961,355.

SECTION 3. This ordinance shall become effective immediately upon final passage.

Dan Calabria, Mayor

ATTEST:

Mary Braisted, City Clerk

PASSED ON FIRST READING _____ MAY 14 _____, 2013

PASSED ON SECOND AND FINAL READING _____, 2013

THIS IS TO CERTIFY THAT I, the undersigned City Clerk did cause the noticing of the above ordinance in accordance with Chapter 166.041 of the Florida Statutes.

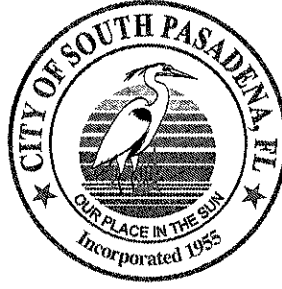
Mary Braisted, City Clerk

THIS ORDINANCE HAS BEEN APPROVED AS TO FORM AND CONTENT BY THE CITY ATTORNEY.

Continued from the May 14, 2013 Regular Commission Meeting

2

CITY OF SOUTH PASADENA



AGENDA SUBMITTAL FORM

Ordinance:

Date Submitted: 05/01/13

Resolution:

Agenda Meeting Date: 05/07/13

Motion: X

Regular Meeting Date: 05/14/13

Information Only
No Action Needed:

Submitted By: MAYOR CALABRIA

Written By:

Discussion:

Subject Title: (If Ordinance or Resolution, state number and title in full.)

MOTLEY RICE LLC CONTRACT - DEEPWATER HORIZON OIL SPILL

Motion Proposed:

MOTION - TO RATIFY AND APPROVE THE MOTLEY RICE LLC CONTRACT OF INVESTIGATION AND REPRESENTATION IN CONNECTION WITH THE CITY OF SOUTH PASADENA'S CLAIM TO RECOVER DAMAGES RESULTING FROM THE DEEPWATER HORIZON OIL SPILL IN 2010.

SUBMIT ORIGINAL TO CITY CLERK FOR INCLUSION ON AGENDA BY WEDNESDAY.

MEMO

TO: MAYOR AND COMMISSION

FROM: CITY ATTORNEY DAVID OTTINGER

SUBJECT: RATIFICATION OF LEGAL SERVICES AGREEMENT FOR
BP OIL SPILL CLAIM

DATE: MAY 2, 2013

The three year statute of limitations where parties damaged by the BP oil spill could bring independent legal actions was due to expire on April 20, 2013 (the 3rd anniversary of the initial well blow-out). We were able to provide historical financial information for the City to the Motley Rice law firm in South Carolina to evaluate whether South Pasadena had sufficient damages to justify filing a claim. The firm recommended that the City file an independent law suit in federal court prior to the expiration of the statute of limitations and requested that the City enter into its regular contingent fee legal services contract to authorize it to prepare the complaint for filing with the court.

There being no time to call a special meeting to approve that contract and a contract providing payment of legal fees and costs only out of any recovery, I recommended that the contract be executed to permit the filing of a timely claim. Due to the immediate unavailability of Mayor Calabria, Vice Mayor Neidinger executed the contract on behalf of the City. This did enable the law firm to complete the federal court pleadings to file the case on Friday, April 19, 2013.

MOTLEY RICE LLC CONTRACT OF INVESTIGATION AND REPRESENTATION

The City of South Pasadena, A Municipal Corporation of the State of Florida ("CITY") hereby retains and employs the law firm of Motley Rice, LLC (hereinafter "MR") to investigate and evaluate any and all claims the City may have against BP, Halliburton, or Transocean arising out of the April 20, 2010 Deepwater Horizon Spill and its aftermath. If MR concludes the City has valid claims they will proceed to represent us in pursuit of all such claims.

MR has made no guarantee or assurances of any kind regarding my claim's likelihood of success.

MR has advised me that because the *Deepwater Horizon* disaster began on April 20, 2010, it is safest to assume that the deadline for "presentment" or "presentation" under the Oil Pollution Act of 1990 ("OPA") Section 1013, 33 U.S.C. § 2713 expired on Friday, January 18, 2013. MR did not have the responsibility or obligation to file a "Presentment Claim" for me prior to January 18, 2013.

I acknowledge that the statute of limitations (hereinafter "SOL") on my claim may have run prior to my hiring MR and I shall not seek to hold them responsible for any loss of or reduction in my recovery due to expiration of the "SOL" or failure to timely make presentment under OPA Section 1013, 33 U.S.C. § 2713.

MR may take all steps in this matter deemed by them to be advisable for the investigation and handling of the City's Claim, including hiring investigators, expert witnesses and/or other attorneys and filing any legal action necessary; voting on its behalf in any bankruptcy proceeding or class action relevant to the scope of this representation; endorsing (as my agent) its signature and depositing checks made payable to it into MR's SC trust account(s) (or its co-counsel's trust accounts as MR deems appropriate) to process and disburse the proceeds of any recovery on the City's behalf.

MR has advised the City that they have attorneys working with the Plaintiffs' Steering Committee in MDL 2179. They further advised the City they support the *Deepwater Horizon* Economic and Property Damages Settlement Agreement as Amended on May 2, 2012 and are participating in the Class Action Settlement process supervised by the court. MR attorney Joseph F. Rice was appointed one of the Class Counsel in the Settlement. The Class Action received final approval by the District Court on December 21, 2012. The City acknowledges that MR is serving as Class Counsel, but that the City is not a part of any class. The City further understands as Class Counsel MR shall apply to the Court for attorney's fees for their Common Benefit work on behalf of the class and such fees are in addition to and separate from fees The City agrees to pay for MR's representation of The City. The City agrees to MR seeking such Common Benefit fee.

The City will pay MR attorneys' fees ("Fees") of 33.333% of any gross recovery on its Claim. Such Fees will be calculated based on the gross amount of any recovery prior to the deduction of any expenses. In addition to the Fees noted above, an additional 5% of any gross recovery will be charged as a Fee if any appellate proceeding is filed or post-judgment relief or action is required for recovery on the judgment. If the City's Claim is handled through MDL No. 2179, MR will deduct from these Fees any hold back requirement set forth in the BP MDL Court's January 18, 2012, order, or any subsequent applicable order. Any expenses directly related to and incurred in my claim will be deducted from my share of any recovery on my claim.

The City may accept or reject any final settlement offer after receiving MR's advice. It will not negotiate or enter any settlement unless a MR representative is present.

If no recovery is made, the City will not owe MR Fees or expenses whatsoever.

MR has associated The Wilbur Smith Law Firm, PLLC and GrayRobinson, P.A., as co-counsel to help handle my Claim. MR will pay The Wilbur Smith Law Firm, PLLC and GrayRobinson, P.A. a share of any Fees the City pays MR. The division of Fees is based upon the fact that MR; The Wilbur Smith Law Firm, PLLC and GrayRobinson, P.A. have assumed joint responsibility, which includes both firms being available to consult with me. The amount of Fees that the City pays will not be increased by co-counsel's work. MR may associate other co-counsel if MR believes it advisable or necessary, and MR may divide any Fees with such co-counsel. If MR associates co-counsel, the City will be notified in writing of such co-counsel's identity, the Fee share, and the basis for it. If asked, the City will give its written consent to MR's choice of such co-counsel and the specific Fee division with co-counsel. The amount of Fees that the City pay will not be increased by the work of co-counsel associated to assist with the handling of my Claim and such co-counsel will be paid by MR out of the Fees the City pays to MR. Any such co-counsel will first conduct a conflict check to ensure there is no conflict with the City. If any such conflict arises such co-counsel will immediately be terminated from the agreement.

Except as provided elsewhere herein, while representing me MR will advance all expenses incurred on the City's behalf in prosecuting its Claim, including, but not limited to, expenses for filing, service of process, court reporters, investigations, expert witnesses, consultants, photographs, postage, delivery, computerized research and reasonable travel and transportation. These expenses will be deducted from its share of any recovery on its Claim after all Fees are calculated and deducted.

Under some circumstances, health insurers, worker's compensation carriers, or others who have paid benefits or provided services on the City's behalf may claim a right to recover a portion of the proceeds of any action brought on my behalf and may place MR on notice of their Claim. Except as may be required by law, MR will not protect any claim of a subrogation carrier or other creditor without the City's

consent. If MR receives notice of any such claim, it may be required to hold a portion of any recovery on the City's Claim in trust, and MR may do so.

This contract may be canceled by written notification to the attorney at any time within three (3) business days of the date the contract was signed, as shown below, and if cancelled the client shall not be obligated to pay any fees to the attorney for the work performed during that time. If the attorney has advanced funds to others in representation of the client, the attorney is entitled to be reimbursed for such amounts as the attorney has reasonably advanced on behalf of the client.

Thereafter, the City can terminate MR's representation of me at any time by providing written notice to MR at its Mt. Pleasant address. If the City does so prior to the full conclusion of MR's services under this contract, MR has a claim for unpaid litigation expenses and fees which be due upon receipt by the City or by any successor attorney of recovery proceeds with respect to any remaining portion of the Claim. The City grants MR a charging lien on the proceeds of any recovery on its Claim and authorizes MR to give notice to any person as necessary to enforce this lien. MR may withdraw from representing the City if it determines prosecuting its Claim is not feasible, worthwhile, or meritorious; if the City fails to comply with requests for information in a truthful and complete fashion, submit to one or more depositions, appear at trial, respond promptly to communications, or otherwise fail to cooperate with its attorneys; or for any other reason permitted by the court or applicable rules of professional conduct.

The City will notify MR immediately if its telephone number(s), street address, mailing address or email address changes. If another attorney contacts the City regarding the Claim or asks it to any meeting about it, the City will promptly inform MR.

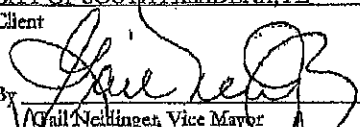
The undersigned client has, before signing this contract, received and read The Statement of Client's Rights and understands each of the rights set forth therein. The undersigned client has signed the statement and received a signed copy to refer to while being represented by the undersigned attorneys.

If any term or provision of this contract is declared or determined by any court to be illegal or invalid such part shall be excluded from this contract, but the validity of the remaining parts, terms, or provisions shall not be affected. This contract constitutes the complete and exclusive statement of the agreement between MR and me regarding my Claim and supersedes any and all prior agreement(s), express or implied, oral or written, between us with respect thereto. This contract cannot be modified except in a writing signed by each party to this contract.

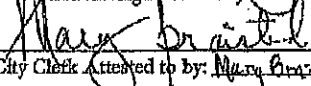
This contract will not be effective until Motley Rice LLC; The Wilbur Smith Law Firm, PLLC; GrayRobinson, P.A. and The City have signed below. The City has read and understands this contract and agrees as stated above.

CITY OF SOUTH PASADENA, FL
Client

59-6015292
TIN/EIN

By 
Paul Neidinger, Vice Mayor

April 18, 2013
Date

City Clerk Attested to by: 
Mary Brantley, City Clerk

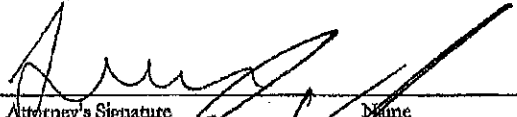
April 18, 2013
Date

cityclerk@ci.south-pasadena.fl.us 727-347-4171
Email Phone Number

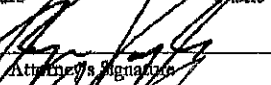
Cell Number

7047 Sunset Drive S., South Pasadena, FL 33707
Mailing Address

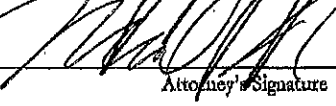
Accepted by Motley Rice LLC:

 4/24
Attorney's Signature Name Date

Accepted by The Wilbur Smith Law Firm, PLLC:

 Ryan Doyle 4/30/13
Attorney's Signature Name Date

Accepted by GrayRobinson, P.A.:

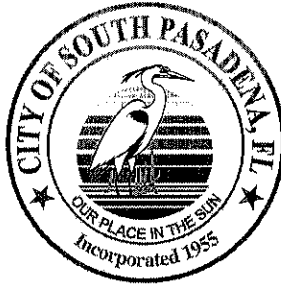
 Michel P. Paillet 4/30/13
Attorney's Signature Name Date

3. APPROVAL OF COMMISSION MEETING MINUTES FOR MONTH OF MAY,
2013 ON FILE IN CITY CLERK'S OFFICE
AGENDA MEETING, MAY 7, 2013; ADMINISTRATIVE WORKSHOP
MEETING, MAY 7, 2013; REGULAR COMMISSION MEETING, MAY 14,
2013; ADMINISTRATIVE WORKSHOP MEETING, MAY 21, 2013.

4. ACCEPTANCE OF FINANCIAL REPORTS FOR THE MONTHS OF JANUARY, FEBRUARY, MARCH, 2013 (ON FILE IN THE FINANCE DEPARTMENT).

5

CITY OF SOUTH PASADENA



AGENDA SUBMITTAL FORM

Ordinance:

Date Submitted: 5/21/13

Resolution: X

Agenda Meeting Date: 6/4/13

Motion:

Regular Meeting Date: 6/11/13

Information Only
No Action Needed:

Submitted By: COMMISSIONER PENNY

Discussion:

Written By:

Subject Title: (If Ordinance or Resolution, state number and title in full.)

RESOLUTION NO. 2013-08 - A RESOLUTION OF THE CITY OF SOUTH PASADENA, FLORIDA, TO AUTHORIZE PARTICIPATION IN THE FLORIDA MUNICIPAL INVESTMENT TRUST AND TO AUTHORIZE OFFICERS OF THE CITY OF SOUTH PASADENA TO WIRE TRANSFER FUNDS TO AND FROM THE FLORIDA MUNICIPAL INVESTMENT TRUST FUND.

Motion Proposed:

TO PASS RESOLUTION NO. 2013-08

SUBMIT ORIGINAL TO CITY CLERK FOR INCLUSION ON AGENDA BY WEDNESDAY.

RESOLUTION NO. 2013-08

A RESOLUTION OF THE CITY OF SOUTH PASADENA, FLORIDA, TO AUTHORIZE PARTICIPATION IN THE FLORIDA MUNICIPAL INVESTMENT TRUST AND TO AUTHORIZE OFFICERS OF THE CITY OF SOUTH PASADENA TO WIRE TRANSFER FUNDS TO AND FROM THE FLORIDA MUNICIPAL INVESTMENT TRUST FUND.

WHEREAS, the City of South Pasadena from time to time has funds on hand in excess of current needs; and

WHEREAS, it is in the best interest of the City of South Pasadena and its inhabitants that funds be invested to return the highest yield consistent with proper safeguards; and

WHEREAS, The Florida League of Cities Investment Trust is a permitted investment vehicle under the City's Investment Policy

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of South Pasadena that:

1. The City of South Pasadena is hereby authorized to participate in the Florida Municipal Investment Trust as governed by the Florida Municipal Investment Trust Participation Agreement and under conditions set forth in the Agreement and Declaration of Trust creating the Florida Municipal Investment Trust, and
2. The authorized Florida Municipal Investment Trust portfolios shall include the 0-2 Year High Quality Bond Fund, the 1-3 Year High Quality Bond Fund and the Intermediate High Quality Bond Fund, and
3. James Graham, Director of Finance, shall be the designated officer authorized to file the initial Florida Municipal Investment Trust Membership Application and Participation Agreement, and
4. James Graham, Director of Finance and Mary Braisted, City Clerk are hereby authorized to transmit such funds to the Florida Municipal Investment Trust to be invested according to applicable laws of the State of Florida consistent with the needs of the City of South Pasadena and its Investment Policy and as authorized by the City Commission. Such authorization includes authority to withdraw and transmit

funds from and to the Florida Municipal Investment Trust portfolios by giving timely notice, and

5. James Graham, Director of Finance and Mary Braisted, City Clerk are hereby authorized to initiate changes to the Florida Municipal Investment Trust accounts consistent with the city's Investment Policy. Changes shall require the signature of one of the above listed City Officers and a properly adopted resolution by the City Commission, and
6. This authorization shall be continuing in nature until revoked or amended by the City Commission.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2013.

Dan Calabria, Mayor

ATTEST:

Mary Braisted, City Clerk

THIS RESOLUTION HAS BEEN APPROVED AS TO FORM AND CONTENT BY THE CITY ATTORNEY.



FLORIDA MUNICIPAL INVESTMENT TRUST
PARTICIPATION AGREEMENT

Please complete and mail the original to:
Florida Municipal Investment Trust, P.O. Box 1757, Tallahassee, FL, 32302-1757

Participation Agreement

CITY OF SOUTH PASADENA (herein referred to as the "Governmental Entity") formally applies for membership in the Florida Municipal Investment Trust.

Check all portfolios in which the Governmental Entity may invest: [X] 0-2 Year High Quality Bond Fund

- [X] 1-3 Year High Quality Bond Fund [] Expanded High Yield Bond Fund [] Diversified Small to Mid Cap Portfolio
[X] Intermediate High Quality Bond Fund [] High Quality Growth Portfolio [] Russell 1000 Enhanced Index Portfolio
[] Broad Market High Quality Bond Fund [] Large Cap Diversified Value Portfolio [] International Equity Portfolio

The Governmental Entity further agrees to the following terms and conditions

- (a) That by this reference it agrees to the terms and provisions of and agrees to become a party to the Agreement and Declaration of Trust creating the Florida Municipal Investment Trust (the "Trust") and any amendments thereto filed;
(b) To abide by the rules and regulations established by the Board of Trustees for the Trust and to conform to the terms and conditions of the most recently published Informational Statement governing the portfolio(s) selected above;
(c) To notify the Florida Municipal Investment Trust in writing of any changes to the Membership Application Form(s) and that the Trust may act upon instructions received until notified to the contrary in writing by the Governmental Entity;
(d) That any and all notices to which a Member may be entitled and any and all communications shall be deemed duly given if mailed, postage prepaid, addressed to the Member of record at its address as specified in the Official Notices section of the Membership Application Form(s).

The undersigned certifies that he/she has the authority and legal capacity to open an account with the Trust on behalf of the Governmental Entity and that the Governmental Entity has the legal capacity to invest funds in and withdraw funds from the Trust. The undersigned binds the Governmental Entity to the terms and conditions set forth in the Agreement and Declaration of Trust creating the Florida Municipal Investment Trust as amended and the most recently published Informational Statement governing the portfolio(s) selected above.

Executed this _____ day of JUNE, 2013.

NOTE: Only the person holding the office designated in the entity's ordinance/resolution can sign the Participation Agreement as the "Authorized Signature."

Authorized Signature

JAMES A. GRAHAM, FINANCE DIRECTOR
Authorized Title

Attest Signature

CITY CLERK
Attest Title

6

CITY OF SOUTH PASADENA



AGENDA SUBMITTAL FORM

Ordinance:

Date Submitted: 5/20/13

Resolution:

Agenda Meeting Date: 6/4/13

Motion: X

Regular Meeting Date: 6/11/13

Information Only
No Action Needed:

Submitted By: COMMISSIONER HOWRY

Written By:

Discussion:

Subject Title: (If Ordinance or Resolution, state number and title in full.)

TRAFFIC CONTROL SIGNALS

Motion Proposed:

TO AUTHORIZE MAYOR CALABRIA TO SIGN INTERLOCAL SERVICE AGREEMENT BETWEEN PINELLAS COUNTY AND THE CITY OF SOUTH PASADENA FOR TRAFFIC CONTROL SIGNALS AND RELATED DEVICES.

SUBMIT ORIGINAL TO CITY CLERK FOR INCLUSION ON AGENDA BY WEDNESDAY.

INTERLOCAL SERVICE AGREEMENT
FOR
TRAFFIC CONTROL SIGNALS AND RELATED DEVICES

THIS AGREEMENT is made and entered into by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter the "COUNTY", and the CITY OF SOUTH PASADENA, a municipal corporation of the State of Florida, hereinafter the "CITY".

WITNESSETH, that:

WHEREAS, this Agreement is made pursuant to Florida Statutes 125.0101, 163.01, and 316.006; and

WHEREAS, the CITY and COUNTY recognize that maintaining traffic control signals and related devices in a uniform and systematic manner optimizes public resources, while providing enhanced safety, security, reliability, and consistent operation of such devices; and

WHEREAS, the CITY requires qualified comprehensive services for traffic control signals and related devices located within their corporate limits; and

WHEREAS, the COUNTY has the knowledge, skills, and an established fully-operational and competently staffed traffic signal and sign shops, and is willing to provide services to the CITY on a reimbursement basis, and

NOW THEREFORE, the COUNTY and the CITY, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION 1: SERVICES BY THE COUNTY

- 1.1 The COUNTY will provide a comprehensive maintenance management program comprised of the following described services, for traffic control signals and related devices situated within corporate limits, in a manner consistent with the requirements of the Florida Department of Transportation (FDOT) Traffic Signal Maintenance and Compensation Agreement; maintenance practices prescribed by the International Municipal Signal Association (IMSA); operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended; construction requirements of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction; and as supplemented by Pinellas County Department of Environment and Infrastructure (DEI) Standard Technical Specifications for Roadway and Related Construction, which shall not conflict with the aforementioned standards. Professional Services, including but not limited to engineering and architectural design, are not provided through this Agreement.
- 1.2 **Basic Maintenance Services:** Maintenance activities, generally described below, are included in the annual compensation for each device and location identified in Appendix "A".

- 1.2.1 Preventive Maintenance: Periodic evaluation, general maintenance, and routine repairs performed at regularly scheduled intervals, to maintain the integrity of the installation, and minimize failures and malfunctions.
- 1.2.2 Response Maintenance: In response to report or notification of a failure or malfunction, the COUNTY will evaluate, repair or replace failed or malfunctioning equipment and components in order to restore normal operation, resulting from normal wear and tear and/or obsolescence. These services will be provided in a timely manner, without prior notice to, or authorization from, the CITY.
- 1.3 **Enhanced Repair Services**: Evaluation, repair or replacement of damaged equipment and components, or other services necessary to restore normal operation and compliance with the standards described in Section 1.1, resulting from casualty, collision, weather event or declared disaster, or by the willful and/or negligent actions of others, unless such are the result of the actions of COUNTY personnel or its contractors. These services are in addition to Basic Maintenance Services, and are not included in the annual compensation for each device and location identified in Appendix "A"; they will be invoiced to the CITY separately according to compensation rates identified in Appendix "B". These services will be performed in a timely manner, in response to report or notification of failure, malfunction, or damage, without prior notice to, or prior authorization from, the CITY.
- 1.4 **Optional Additional Services**: The CITY may request the following Optional Additional Services, which are in addition to Basic Maintenance Services, and therefore not included in the annual compensation for devices and locations identified in Appendix "A". These services may be performed at the option of the COUNTY, on a case-by-case basis, resources and schedules permitting, after receipt of the CITY'S written authorization to proceed and acceptance of the COUNTY'S proposed work schedule and cost estimate. Such services will be invoiced to the CITY separately according to compensation rates identified in Appendix "B". Professional services, including but not limited to, engineering and architectural design, are not offered by this Agreement. Accordingly, The CITY may be required to provide engineering design plans for certain installations and modifications.
 - 1.4.1 Operational changes or modifications to existing installations that require additional equipment and components, or removal of equipment or devices, as specifically requested and authorized by the CITY and/or FDOT.
 - 1.4.2 Installation, modification, or maintenance of pavement markings and related materials, and/or signs.
 - 1.4.3 Installation or repair of internally illuminated street name signs, or other overhead mounted electrical information or guide signs.
 - 1.4.4 Installation or modification of school zone beacons, flashing beacons, warning flashers, pedestrian signal devices.
 - 1.4.5 Installation or modification of Speed Feedback Signs.

- 1.4.6 Installation, modification or repair of Rectangular Rapid Flashing Beacons (RRFB), and similar devices.
- 1.4.7 Installation, modification, or repair of other miscellaneous traffic control equipment or locations not specifically listed in Appendix "A".

SECTION 2: COMPENSATION

- 2.1 For services described in Section 1 above, the CITY shall pay to the COUNTY an annual compensation for each of the following described devices, at locations identified in Appendix "A":
 - 2.1.1 Fully signalized intersections, fire pre-empt signals and pedestrian mid-block signals. These devices operate, or are capable of operating, as fully functional traffic control signals displaying vehicle and/or pedestrian indications, and have comparable service requirements.
 - 2.1.2 Emergency fire pre-emption devices - Specialized equipment attached to traffic control signals, utilized to assign priority to approaching fire trucks equipped with the appropriate emitter device.
 - 2.1.3 Audible pedestrian devices - Specialized equipment attached to traffic control signals that emit audible vibrations, spoken words, or other sounds to assist and direct pedestrians.
 - 2.1.4 School zone beacons, flashing beacons, warning flashers, and enhancer-strobe pedestrian units (per unit) - These devices display a flashing warning light in a specified direction, and have comparable service requirements.
 - 2.1.5 Speed Feedback Signs - Roadside electronic signs displaying the speed of an approaching vehicle.
- 2.2 In cooperation with the CITY, the COUNTY will annually update and reissue Appendix "A" to reflect the CITY's devices and locations, including newly installed or acquired through annexation, and those that may have been removed or transferred during the previous maintenance year. The revised Appendix "A" will be finalized by the COUNTY, and provided to the CITY prior to October 1st of each year. Appendix "A" may be modified during the year on an as-needed basis, to reflect such changes.
- 2.3 Compensation for devices and locations added during the maintenance year will be prorated based on the number of days such devices and/or locations are covered by this Agreement, based on an effective date agreed upon by the CITY and the COUNTY.
- 2.4 Compensation for devices and locations removed or transferred during the maintenance year will be prorated based on the number of days such devices and/or locations were covered by this Agreement prior to removal.
- 2.5 Concurrent with the COUNTY fiscal year, which begins October 1st, annual compensation rates shall be adjusted based on the realized costs to the COUNTY from the previous completed fiscal year. Therefore, the first annual compensation rates will be based on realized costs to the County dated September

2012, and follow annually thereafter for the life of this agreement. Accordingly, the COUNTY will update and reissue Appendix "B" to reflect the revised annual compensation rates, which shall be provided to the CITY prior to October 1st of each year. The first adjustment under this Agreement will take effect on **October 1, 2014**, and then annually thereafter for the life of this Agreement.

- 2.6 The CITY shall make semi-annual payments to the COUNTY for the previous 6-month maintenance period, for all devices and locations identified in Appendix "A", according to compensation rates identified in Appendix "B". Semi-annual maintenance periods shall be October through March, and April through September. Payments shall be made in accordance with Florida Statutes, Section 215.422.

SECTION 3: CITY RESPONSIBILITIES

- 3.1 The CITY agrees that any and all work involving devices and locations identified in Appendix "A" shall be performed by, or coordinated with, the COUNTY. The CITY shall not itself perform, or contract with others to perform, any work involving or affecting devices identified in Appendix "A", without the prior authorization of the COUNTY.
- 3.2 As a condition of this Agreement, devices and equipment installed or modified by the CITY or its contractors must comply with the standards identified in Section 1.1 above.
- 3.2.1 In addition to any inspections by others, as may be required by permit or construction contract, and prior to close-out of such permit or construction contract, the CITY shall request a COUNTY Traffic Control Devices Review. Any issues noted during the Traffic Control Devices Review will be reported directly to the CITY.
- 3.2.2 The Traffic Control Devices Review is prerequisite to COUNTY acceptance of the installation for maintenance under this Agreement, and is made for this sole purpose. As such, it shall not interfere with or replace any inspection made for any other purpose. Acceptance of an installation for maintenance shall be at the discretion of the COUNTY; such acceptance shall not be unreasonably withheld.
- 3.3 The CITY is responsible to contract separately for professional services, including but not limited to, engineering and architectural design.
- 3.4 The CITY is responsible for construction of new traffic signals, as well as the installation, replacement, painting and structural repair of all concrete strain poles, steel strain poles and mast arm structures. The CITY is responsible to contract separately for these services.
- 3.5 The CITY will provide written requests to the COUNTY as-needed, for additions or deletions to Appendix "A".
- 3.6 The CITY is responsible for electricity and electrical charges, and communications costs incurred in connection with the operation of CITY traffic control devices.

3.7 The CITY shall be solely responsible for any and all standards, requirements, installation, operation, maintenance, removal of red light running cameras and similar devices.

SECTION 4: RECORDS AND REPORTS, NOTICES AND OTHER CORRESPONDENCE

- 4.1 All maintenance activities and operational changes will be recorded in a Maintenance Log.
- 4.2 Invoices for fees, or compensation for services or expenses, shall be submitted to the CITY in sufficient detail for a proper pre-audit and post-audit thereof.
- 4.3 Records and Reports made and maintained under the terms of this Agreement, shall be made available to the CITY at all times during the period of this Agreement, and for three (3) years after final payment for services pursuant to this Agreement is made. Records include general accounting records, supporting documents, COUNTY records from all subcontractors performing work, and all other records of the COUNTY considered necessary by the CITY for proper audit of costs and services. These records will be furnished to the CITY in a timely manner, in response to written request.
- 4.4 The COUNTY and CITY agree to allow timely public access to all documents, papers, letters, or other material subject to the provisions of Florida Statutes, Section 119, commonly known as the "Sunshine Law", made or received by the COUNTY in conjunction with this Agreement. Each party hereto shall promptly give notice to the other of each such occurrence.
- 4.5 **INVOICES AND PAYMENTS:** Invoices and payments required by this Agreement, to be given by either party to the other, shall be sent to the following respective addresses:

COUNTY: Attention: Accounts Receivable
 Title: Pinellas County Utilities
 Address: P.O. Box 1780
 Clearwater, FL 33757-1780

CITY: Attention: Gary Anderson
 Title: Director of Public Works
 Address: City of South Pasadena
 6940 Hibiscus Avenue South
 South Pasadena, FL 33707

4.6 **NOTICES AND OTHER CORRESPONDENCE:** Unless otherwise specified herein, all notices and correspondence, with the exception of invoices and payments, as may be required by law or by this Agreement to be given by either party to the other, shall be in writing, and shall be sent by and/or to the following respective addresses:

COUNTY: Attention: Ken Jacobs
 Title: DEI, Traffic Engineering Section Manager
 Address: 22211 US 19 North
 Building #1
 Clearwater, Florida 33765

CITY: Attention: Gary Anderson
 Title: Director of Public Works
 Address: City of South Pasadena
 6940 Hibiscus Avenue South
 South Pasadena, FL 33707

SECTION 5: MISCELLANEOUS PROVISIONS

- 5.1 This Agreement does not affect the jurisdiction, ownership, or traffic control authority, of any traffic control device.
- 5.2 The CITY agrees to defend, indemnify, and hold the COUNTY, its employees, agents, officers, elected and appointed officials, and volunteers (collectively, the "Indemnified Parties") harmless, to the extent allowed under Florida Statutes, Section 768.28 from all claims, loss, damage and expense, including attorneys' fees and costs on appeal, arising from the negligence, recklessness, or intentional wrongful misconduct of the CITY and persons employed or utilized by the CITY in the performance of the Agreement.
- 5.3 In the event the CITY places or has placed a red light running camera on a traffic control device maintained by the COUNTY, the CITY voluntarily assumes all risk of accidents, injuries and damages to any person or property, and hereby releases and discharges the Indemnified Parties from every claim, liability and demand of any kind or in any way related to the installation, operation, or maintenance of such red light running cameras. Further, the CITY shall defend at its expense, pay on behalf of, hold harmless and indemnify the Indemnified Parties from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, including attorneys' fees, judgments, losses, assessments, reimbursement and damages (collectively, "Claims"), whether or not a lawsuit is filed, which Claims have arisen out of or in connection with, in whole or in part, the installation, operation or maintenance of red light running cameras, notwithstanding that such Claims were alleged to have been caused by, in whole or in part, the negligence of any of the Indemnified Parties. The duty to defend is independent and separate from the duty to indemnify, and the duty exists regardless of any ultimate liability of the CITY, Indemnified Parties, or any third party. The duty to defend arises immediately upon presentation of a Claim by any party to the CITY or Indemnified Parties.

- 5.4 This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Should any section, sentence or clause of this Agreement be deemed unlawful or unenforceable by a court of competent jurisdiction, no other provision hereto shall be affected, and all other provisions of this Agreement shall continue in full force and effect.
- 5.5 Nothing herein shall be construed to create any third-party beneficiary rights in any person not specifically party to this Agreement, or to increase the liability of the COUNTY under any theory.
- 5.6 This Agreement shall be binding upon the parties, their successors and legal representatives until expired or otherwise terminated.

SECTION 6: EFFECTIVE DATE, TERM AND TERMINATION

- 6.1 This effective date of this Agreement shall be October 1, 2013, concurrent with the beginning of the COUNTY fiscal year, and shall remain in effect for a period of five (5) years, thereby terminating on September 30, 2018, unless extended by mutual agreement, or terminated under other provisions of this Agreement.
- 6.2 This Agreement may be amended by the mutual written approval of the parties hereto, and may be terminated by either party upon thirty (30) days written notice to the other party, given by certified/registered mail.
- 6.3 Obligations under this Agreement, which by their nature should survive, including but not limited to, any and all payments due to the COUNTY for services provided under the terms of the Agreement, or retention of records, will remain in effect after termination of the Agreement. Should this Agreement be terminated by either party, compensation for Basic Maintenance Services will be prorated based on the number of days CITY devices and locations were covered by this Agreement prior to such termination. Final Invoice will include all services provided prior to termination; the CITY shall make payment to the COUNTY by the due date shown on the Invoice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers, and have affixed their official seals hereto.

CITY OF SOUTH PASADENA
by and through its CITY MAYOR

PINELLAS COUNTY
by and through its County Administrator

Robert S. LaSala

ATTEST: CITY CLERK

ATTEST: Ken Burke, Clerk

By: _____
(Seal)

By: _____
(Seal)

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Office of City Attorney

By: _____
Office of County Attorney

APPENDIX B

Annual Traffic Signal Rates Per Location

October 1, 2013

Fully Signalized Intersection	\$ 3,863.00
Pedestrian Mid-block Signal	\$ 3,863.00
Fire Preemption Signal	\$ 3,863.00
Flashing Signal, School, Pedestrian or Warning	\$ 441.00
Fire Preemption Devices at a Fully Signalized Intersection	\$ 441.00
Speed Feedback Signs	\$ 441.00
Audible Pedestrian Devices	\$ 600.00
Hourly Technician / Vehicle Costs for Additional Services	\$ 70.50

CITY OF SOUTH PASADENA



AGENDA SUBMITTAL FORM

7

Ordinance:

Date Submitted: 5/20/13

MJE

Resolution:

Agenda Meeting Date: 6/4/13

Motion: X

Regular Meeting Date: 6/11/13

Information Only
No Action Needed:

Submitted By: COMMISSIONER ELSON

Written By:

MJE

MJE

Discussion:

Subject Title: (If Ordinance or Resolution, state number and title in full.)

PLANNING & ZONING BOARD APPOINTMENTS

Motion Proposed:

TO APPOINT TWO MEMBERS TO THE PLANNING & ZONING BOARD, FOR THREE YEAR TERMS, ACCORDING TO BALLOT AND RANKING.

SUBMIT ORIGINAL TO CITY CLERK FOR INCLUSION ON AGENDA BY WEDNESDAY.

PLANNING & ZONING BOARD

RANKING SHEET

<u>APPLICANT</u>	<u>RANK</u>
JOSEPH COLLINS	_____
PAUL SCHIANO	_____
CYNTHIA SKIPWITH	_____

Signature

EACH PERSON IS RANKED ON A SCALE FROM ONE TO THREE WITH THREE BEING THE HIGHEST. EACH APPLICANT MUST RECEIVE A NUMBER. NO NUMBER MAY BE USED MORE THAN ONCE. THE APPLICANT WITH THE HIGHEST TOTAL WILL BE APPOINTED AS REGULAR MEMBER AND THE SECOND HIGHEST WILL BE APPOINTED AS ALTERNATE TO THE PLANNING & ZONING BOARD FOR A THREE YEAR TEARM.



City of South Pasadena

2013 MAY 31 PM 1:15

APPLICATION TO SERVE ON: Planning & Zoning BOARD

1. NAME: Joseph P. Collins
2. ADDRESS: 1320 PASADENA AVE S UNIT 203 33707
3. PHONE: 829 7094 H / 709 1038 C
4. VOTER REGISTRATION NUMBER: 118674451
5. NUMBER OF YEARS IN RESIDENCE: 16 years Florida 1 yr S PASADENA Full Time
6. PRESENT OR FORMER OCCUPATION: VICE PRESIDENT OF OPERATIONS for a Resort Developer (Ft Lauderdale)
7. NUMBER OF YEARS RETIRED: 3 years
8. ARE YOU ENGAGED IN ANY REAL ESTATE BUSINESS OR LAND DEVELOPMENT ACTIVITIES? YES NO
9. IF APPOINTED, ARE YOU WILLING TO COMPLETE FINANCIAL DISCLOSURE FORMS OR ANY OTHER FORMS REQUIRED BY LAW? YES NO
10. LIST ANY BUSINESS RELATIONSHIP WITH THE CITY AND/OR INDIVIDUAL CITY COMMISSIONERS PRESENTLY AND OVER THE PAST THREE YEARS:

NONE

11. GIVE BRIEF HISTORY OF YOUR EDUCATIONAL BACKGROUND:

Business Degree university of Florida / MAJOR ECONOMICS
COMMANDER USN Retired

12. WHAT DO YOU THINK YOU CAN CONTRIBUTE TO THE BOARD IF YOU WERE APPOINTED? 40+ years of demanding Business Experience.

MANAGED the installation of numerous computer systems.

ORGANIZED INDIVIDUAL who will be a TEAM PLAYER.

Will always see projects thru to completion.

ANYONE SERVING ON THE PLANNING & ZONING BOARD OR THE CODE ENFORCEMENT BOARD SHOULD BE AWARE OF THE PROVISIONS OF F.S. 99.012 REGARDING RESIGNING IN ORDER TO QUALIFY AS A CANDIDATE IN AN ELECTION.

APPLICANTS ARE REQUESTED TO ATTEND THE _____
REGULAR COMMISSION MEETING.



City of South Pasadena

APPLICATION TO SERVE ON: P+Z (Currently Vice Chair of P+Z)

1. NAME: PAUL A. SCHIANO
2. ADDRESS: 7963 SAILBOAT KEY BLVD S. #501 33707
3. PHONE: 727-360-8078
4. VOTER REGISTRATION NUMBER: 107049370
5. NUMBER OF YEARS IN RESIDENCE: 7
6. PRESENT OR FORMER OCCUPATION: RETIRED INSURANCE BROKER
7. NUMBER OF YEARS RETIRED: 30
8. ARE YOU ENGAGED IN ANY REAL ESTATE BUSINESS OR LAND DEVELOPMENT ACTIVITIES? YES NO
9. IF APPOINTED, ARE YOU WILLING TO COMPLETE FINANCIAL DISCLOSURE FORMS OR ANY OTHER FORMS REQUIRED BY LAW? YES NO
10. LIST ANY BUSINESS RELATIONSHIP WITH THE CITY AND/OR INDIVIDUAL CITY COMMISSIONERS PRESENTLY AND OVER THE PAST THREE YEARS:

NONE

11. GIVE BRIEF HISTORY OF YOUR EDUCATIONAL BACKGROUND: _____

HIGH SCHOOL + 2 YRS COLLEGE

12. WHAT DO YOU THINK YOU CAN CONTRIBUTE TO THE BOARD IF YOU WERE APPOINTED? Served for several years on Treasure Island

P+Z with some as Chairman. Current and past services as board member on several condo association boards
see attached resume

ANYONE SERVING ON THE PLANNING & ZONING BOARD OR THE CODE ENFORCEMENT BOARD SHOULD BE AWARE OF THE PROVISIONS OF F.S. 99.012 REGARDING RESIGNING IN ORDER TO QUALIFY AS A CANDIDATE IN AN ELECTION.

APPLICANTS ARE REQUESTED TO ATTEND THE _____
REGULAR COMMISSION MEETING.

Allendale Arms Condo Association, St. Petersburg, FL

Managing Director ~ President ~ Secretary
Managing Director ~ Vice President ~ Secretary/Treasurer
Director

November 2009 - Present
December 2000 - March 2005
August 1998 - December 2000

City of South Pasadena Planning & Zoning Board, South Pasadena, FL

Vice-Chairman
Board Member

September 2011 - Present
August 2007 - September 2011

City of Treasure Island Planning & Zoning Board, Treasure Island, FL

Chairman
Vice-Chairman
Board Member

September 2004 - September 2006
July 2003 - September 2004
April 2000 - July 2003

City of Treasure Island Local Planning Agency, Treasure Island, FL

Chairman
Vice-Chairman
Board Member

September 2004 - September 2006
July 2003 - September 2004
April 2000 - July 2003

Developer Services, Treasure Island, FL

Private Consultant

February 2005 - September 2005

Treasure Island Chamber of Commerce

Director

November 2004 - September 2005

Beach Place of Treasure Island Condo Association, Treasure Island, FL

Managing Director ~ President

October 1996 - September 2006

Sunrise at Harbourside Condo Association, South Pasadena, FL

Director

March 2004 - March 2006

Heritage Pines Condo Association, Bradenton, FL

Director

November 2000 - July 2002

Country Village Condo Association, Bradenton, FL

Chairman, Rules Committee
Member Finance Committee and Nominating Committee

June 1985 - June 1986
June 1985 - June 1986

Bald Eagle Beach Homeowners Association, Kendall, NY

Managing Director ~ President
Director ~ Vice President

July 1974 - July 1975
July 1972 - July 1974

Retired ~ Private Investor

May 1982 - Present

Schlottman Agency, Inc., Rochester, NY

Director ~ President/Owner ~ Insurance Broker
Claims Manager ~ Insurance Broker
Multi-line company handling all forms of personal, commercial, and municipal insurance including Towns, Fire Districts, Water Districts and School Districts.

May 1972 - May 1982
June 1970 - May 1972

US Army

Personnel Specialist
Responsible for all administrative functions for a 200 man mechanized combat infantry company in Viet Nam.
Upon return audited military records at Ft. Benning, GA until honorably discharged.

July 1968 - June 1970



City of South Pasadena

2013 MAY 31 AM 11:13

APPLICATION TO SERVE ON: PLANNING & ZONING BOARD

1. NAME: CYNTHIA LOVELL SKIPWITH
2. ADDRESS: 1847 SHORE DR. S. APT. 519 S. PASADENA
3. PHONE: 727-360-0282 33707
4. VOTER REGISTRATION NUMBER: 107134235
5. NUMBER OF YEARS IN RESIDENCE: 2.5 YRS.
6. PRESENT OR FORMER OCCUPATION: RETIRED FINANCIAL SERVICES EXEC
7. NUMBER OF YEARS RETIRED: 5+
8. ARE YOU ENGAGED IN ANY REAL ESTATE BUSINESS OR LAND DEVELOPMENT ACTIVITIES? YES NO
9. IF APPOINTED, ARE YOU WILLING TO COMPLETE FINANCIAL DISCLOSURE FORMS OR ANY OTHER FORMS REQUIRED BY LAW? YES NO
10. LIST ANY BUSINESS RELATIONSHIP WITH THE CITY AND/OR INDIVIDUAL CITY COMMISSIONERS PRESENTLY AND OVER THE PAST THREE YEARS:

NONE

11. GIVE BRIEF HISTORY OF YOUR EDUCATIONAL BACKGROUND: B.A. MODERN LANGUAGES 1975 AMERICAN COLLEGE OF SWITZERLAND.

12. WHAT DO YOU THINK YOU CAN CONTRIBUTE TO THE BOARD IF YOU WERE APPOINTED? 30 YEAR BUSINESS BACKGROUND -
DETAIL ORIENTED AND STRONG WORK ETHIC.
GOOD PEOPLE SKILLS AND COMMON SENSE.
NATIVE OF ST. PETERSBURG.

ANYONE SERVING ON THE PLANNING & ZONING BOARD OR THE CODE ENFORCEMENT BOARD SHOULD BE AWARE OF THE PROVISIONS OF F.S. 99.012 REGARDING RESIGNING IN ORDER TO QUALIFY AS A CANDIDATE IN AN ELECTION.

APPLICANTS ARE REQUESTED TO ATTEND THE REGULAR COMMISSION MEETING.

Cynthia Skipwith