



PINELLAS PARK CITY COUNCIL

AGENDA MEMORANDUM

FROM: Rick Eggers, Traffic Director

DATE: October 9, 2008

SUBJECT: DECORATIVE STREET LIGHTING OPTIONS FOR PARK BLVD

BACKGROUND: Mike Mozo of Progress Energy will be present to discuss decorative street lighting options for Park Blvd.

Attached Backup May Be Required:

- Attorney Approval
- Purchasing Approval
- OMB Approval
- Finance Approval
- Minutes from Board or Commission
- Document required for Council action

- Workshop Agenda
- Council Agenda

Department Head Approval 

City Manager Approval _____



PINELLAS PARK CITY COUNCIL

WORKSHOP AGENDA MEMORANDUM

FROM: Bob Bray, Community Planning Director

DATE: October 21, 2008

SUBJECT: Restrictive Covenant – 47th Street right-of-way north of 62nd Avenue

BACKGROUND:

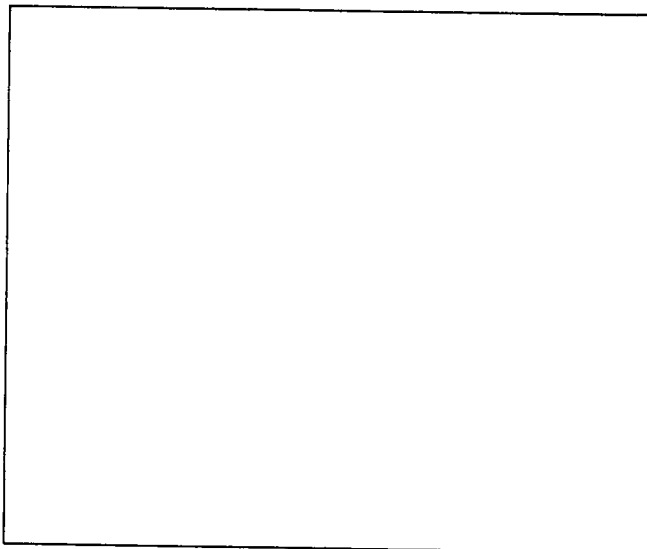
RESTRICTIVE COVENANT AFFECTING 47TH STREET RIGHT-OF-WAY NORTH OF 62ND AVENUE.

The Pall Aeropower Corporation, a.k.a. Aircraft Porous Media, will be discussing with City Council the placement of a restrictive covenant on a City right-of-way which has been impacted by groundwater contamination originating from a property they own at 6301 49th Street North. The owners have been coordinating with the Florida Department of Environmental Protection (FDEP) to mitigate the contamination. The FDEP now feels that the contamination has been mitigated to an acceptable level if no excavation or drilling of wells in the impacted area occurs.

Pall Aeropower Corporation is now asking that the City execute a Restrictive Covenant which would prohibit, in perpetuity, the City performing any activities of that type in the 47th Street right-of-way immediately east of the Aircraft Porous Media building.

- Attached Backup May Be Required:**
- Attorney Approval
 - Purchasing Approval
 - OMB Approval
 - Finance Approval
 - Minutes from Board or Commission
 - Document required for Council action

- Workshop Agenda
 - Council Agenda
- Department Head Approval 
- City Manager Approval _____



This instrument prepared by:
Ron Noble, Esq.
Fowler White Boggs Banker P.A.
501 East Kennedy Blvd., Suite 1700
Tampa, Florida 33602

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made this _____ day of _____, 2008, by City of Pinellas Park, Florida hereinafter "GRANTOR") and the Florida Department of Environmental Protection (hereinafter "FDEP").

RECITALS

A. GRANTOR is the fee simple owner of that certain real property situated in the County of Pinellas, State of Florida, more particularly described in Exhibit "A" and made a part of thereof (hereinafter the "Property").

B. The Property is located East and Northeast of the former Pall Aeropower Corporation site, which is located at 6301 49th Street North, Pinellas Park, Florida (hereinafter the "Pall Property"). The facility identification number for the Pall Property at the time of this Declaration is FLD 002 035 723. The discharge of chlorinated solvents and metals on the Pall Property is documented in the following reports that are incorporated by reference:

1. Groundwater Assessment, Treatment & Monitoring Report, dated March 2007 by Fishbeck, Thompson, Car & Huber; and
2. Groundwater Assessment, Treatment & Monitoring Report, dated June 2007 by Fishbeck, Thompson, Car & Huber; and
3. Groundwater Assessment, Treatment & Monitoring Report, dated September 2007 by Fishbeck, Thompson, Car & Huber.

C. The reports noted in Recital C set forth the nature and extent of the contamination on the Pall Property and adjacent properties, including the Property. These reports confirm that contaminated groundwater as defined by Chapter 62-780, Florida Administrative Code, exists on the Pall Property. Specifically, these reports document that the groundwater contamination extends off the Pall Property onto down-gradient properties, including the Property.

D. It is the intent of the restrictions in this Declaration to reduce or eliminate the risk of exposure of the contaminants to the environment and to users or occupants of the Property and to reduce or eliminate the threat of migration of the contaminants.

F. GRANTOR deems it desirable and in the best interest of all present and future owners of the Property that the Property, as described in Exhibit A, attached hereto and made a part thereof, be held subject to certain restrictions and changes, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. GRANTOR hereby imposes on the Property the following use restriction:
 - a. There shall be no use of the groundwater on the Property. There shall be no drilling for water conducted on the Property nor shall any wells be installed on the Property other than monitoring wells pre-approved by the FDEP. For any dewatering activities, a plan must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated.
3. For the purpose of monitoring the restrictions contained herein, FDEP or its respective successors and assigns shall have site access to the Property at reasonable times and with reasonable notice to the GRANTOR and its successors and assigns.
4. It is the intention of GRANTOR that the restriction contained in this Declaration shall touch and concern the Property, run with the land and with the title to the Property, and shall apply to and be binding upon and inure to the benefit of the successors and assigns of GRANTOR, and to FDEP, its successors and assigns, and to any and all parties hereafter having any right, title or interest in the Property or any part thereof. The FDEP, its successors and assigns may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of the Department to exercise its right in the event of the failure of the GRANTOR, its successors and assigns to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of the Department's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR, its successors and assigns, and the FDEP, its successor and assigns as provided in paragraph 6 hereof. These restrictions may be enforced in a

court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by this restriction.

5. In order to ensure the perpetual nature of these restrictions, GRANTOR, its successors and assigns, shall reference these restrictions in any subsequent deed of conveyance, including the recording book and page of record of this Declaration.
6. This Declaration is binding until a release of covenant is executed by the FDEP Secretary (or designee) and GRANTOR and is recorded in the county land records. To receive prior approval from FDEP to remove any requirement herein cleanup target levels established pursuant to Florida Statutes and FDEP rules must have been achieved. This Declaration may be modified in writing only. Any subsequent amendment must be executed by both GRANTOR, its successors and assigns, and the FDEP or their respective successors and assigns, and be recorded by the GRANTOR, or its successors and assigns as an amendment hereto.
7. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions thereof. All such other provisions shall continue unimpaired in full force and effect.
8. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Property in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Property. GRANTOR also covenants and warrants that the Property is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR'S rights to impose the restrictive covenant described in this Declaration or that would be superior to the restrictive covenant described in this Declaration.

IN WITNESS WHEREOF, owner has executed this instrument, this ____ day of _____, 2008.

Signed, sealed, and delivered in the presence of:

City of Pinellas Park

Print Name: _____ Its: _____
(Position)

(Mailing Address)

(Witness) Date: _____
Print Name: _____

(Witness) Date: _____
Print Name: _____

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by _____.

Personally Known _____ OR Produced Identification _____.
Type of Identification Produced _____.

Signature of Notary Public

Print Name of Notary Public

Commission No. _____

Commission Expires: _____

Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel. _____.

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this _____ day of _____, 2008.
Signed, sealed, and delivered in the presence of:

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____

Print Name: _____

Title: _____

Division of _____; Bureau of _____

(Complete mailing address)

(Witness) Date: _____
Print Name: _____

(Witness) Date: _____
Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by _____ as representative for the Florida Department of Environmental Protection.
Personally Known _____ OR Produced Identification _____.
Type of Identification Produced _____.

Signature of Notary Public

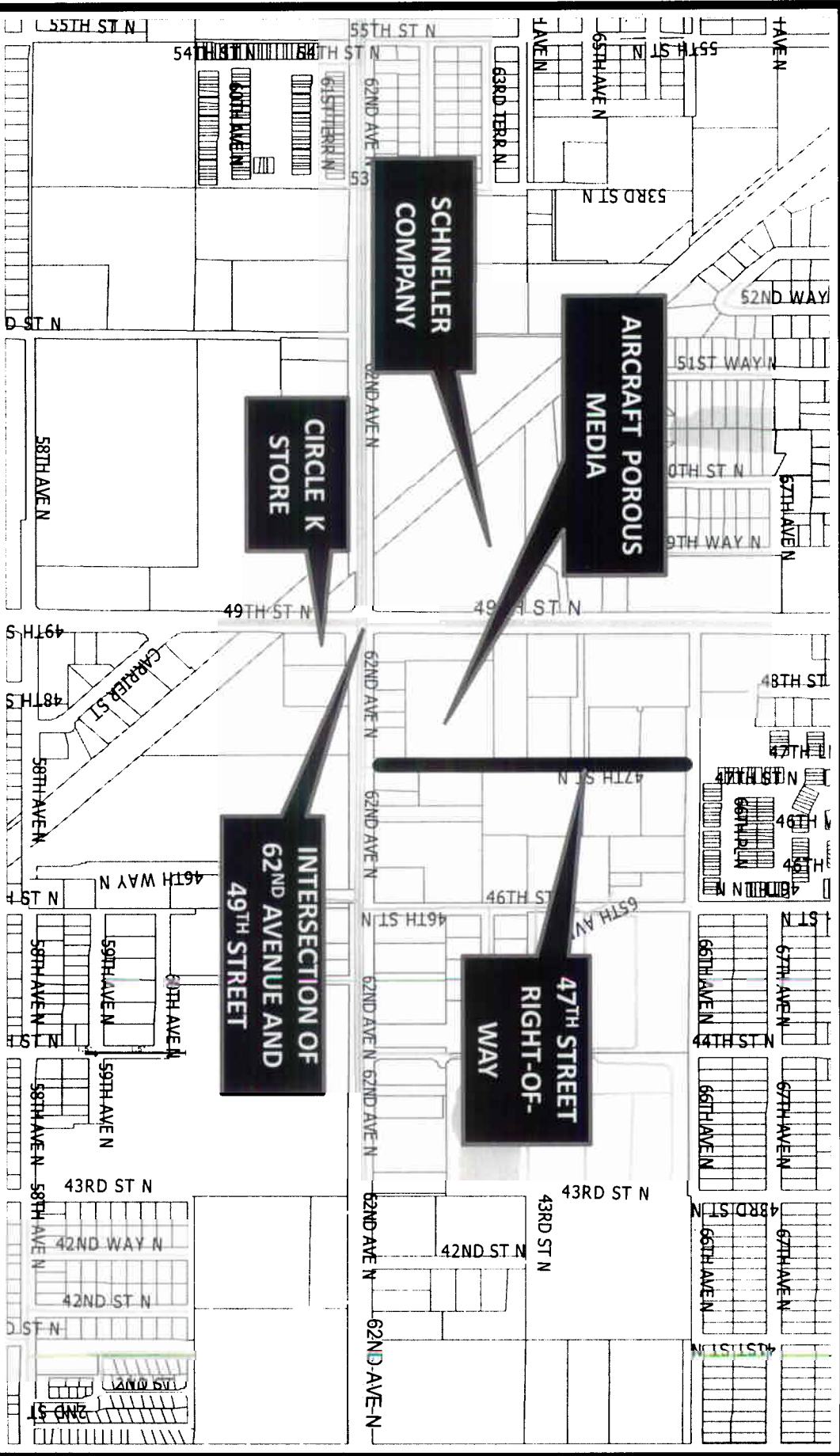
Print Name of Notary Public

Commission No. _____

Commission Expires! _____

**RESTRICTIVE
COVENANT**

**47TH STREET RIGHT-OF-WAY
NORTH OF 62ND AVENUE**





PINELLAS PARK CITY COUNCIL

WORKSHOP MEMORANDUM

FROM: Daniel Hubbard, Civil Engineering Designer

DATE: October 21, 2008

SUBJECT: PARKING LOT DESIGN AT THE PERFORMING ARTS CENTER

BACKGROUND:

Public Works and Recreation staff will be present to discuss the design of a new parking lot at the Performing Arts Center.

Attached Backup May Be Required:

- Attorney Approval
- Purchasing Approval
- OMB Approval
- Finance Approval
- Minutes from Board or Commission
- Document required for Council action

- Workshop Agenda
- Council Agenda

Department Head Approval  _____

City Manager Approval _____