

Resolution Log 2017

- 17-01 Extend Charter Review Committee's Existence (1/12/17)
- 17-02 Appoint Municipal Officials to 2017-18 Constitution Revision Commission (1/12/17)
- 17-03 Budget Amendment (1/26/17)
- 17-04 **Vacate** area adjacent to 2683 Waters Edge Ct (2/2/17)
- 17-05 DC 457 Plan & Contract Amendments (1/31/2017)
- 17-06 Repeal Res 16-22 regarding Downtown Parking (2/2/17)
- 17-07 Budget Amendment (3/14/17)
- 17-08 Grant Authorization; SWFWMD Storage Tank and Pump Station (3/14/17)
- 17-09 **Vacate** 941 Knollwood Dr. App# 17-2V (4/20/17)
- 17-10 Approving Strategic Plan (5/2/17)
- 17-11 City of Dunedin's official sandwich (4/20/17)
- 17-12 Urging the support of the Legislation that creates a presumptive line-of-duty death benefits program (4/6/17)
- 17-13 Reaffirming the adoption of the City Flag (7/11/17)
- 17-14 Budget Amendment (06/13/17)
- 17-15 Accepting easements Dunedin Commons Subdivision. (05/04/2017)
- 17-16 Authorizing Interlocal Agreement w/ Pinellas County Sales Surtax (5/18/17)
- 17-17 Support Transportation Advocacy Group Regional Compact. (5/16/17)
- 17-18 Downtown Parking (6/13/17)

Resolution Log 2017

- 17-19** **Failed**
- 17-20** Propose maximum millage rate 4.1345 mills for FY17/18
- 17-21** **Vacate** 1962 Belcher Rd - App. 17-3v (11/16/17)
- 17-22** Social Media & Technology Policy (8/8/17)
- 17-23** Supporting the designation of State Road 580 as Gerald S. "Jerry" Rehm Highway (7/11/17)
- 17-24** Accept Plat of Aqua Solis Subdivision
- 17-25** Accept Plat of James Street Cottages Subdivision
- 17-26** Accept Plat of Villas By The Trail Subdivision
- 17-27** Ballot language for Charter amndmt., Ord. 17-23, Vice-Mayor selection
- 17-28** Ballot language for Charter amndmt., Ord. 17-24, special election notice
- 17-29** Ballot language for Charter amndmt., Ord 17-25, notice of special mtgs.
- 17-30** Ballot language for Charter amndmt., Ord 17-26, amend title of Sec. 5.01
- 17-31** Ballot language for Charter amndmt., Ord 17-27, code of ethics
- 17-32** Proposed millage rate for Ad Valorem Tax Revenue for FY 2018 at a rate of 4.1345 mills or \$4.13 per \$1,000.00 of assessed property value (9/21/17)
- 17-33** **Adopt** tentative Operating and Capital Budget for the City of Dunedin, FL for the FY commencing Oct. 1, 2017 & ending Sept. 30, 2018 (9/21/17)
- 17-34** Final millage rate for Ad Valorem Tax Revenue for FY 2018 at a rate of 4.1345 mills or \$4.13 per \$1,000.00 of assessed property value (10/5/17)

Resolution Log 2017

- 17-35** **Adopt** the pay plan and final Operating and Capital Budget for the City of Dunedin, FL for the FY commencing Oct. 1, 2017 & ending Sept. 30, 2018 (10/5/17)
- 17-36** Budget Amendment (9/19/17)
- 17-37** Declare a State of Local Emergency for Dunedin due to Hurricane Irma (9/7/17) - includes executive order (exhibit) 17-01
- 17-38** Home rule legislative priority 2018 (10/3/17)
- 17-39** CRA legislative priority 2018 (10/3/17)
- 17-40** Transportation funding legislative priority 2018 (10/3/17)
- 17-41** CST legislative priority 2018 (10/3/17)
- 17-42** Water legislative priority 2018 (10/3/17)
- 17-43** Recovery residences legislative priority 2018 (10/3/17)
- 17-44** Confirming termination of the State of Local emergency (9/21/17)
- 17-45** **Vacate** 10-Ft utility easement adjacent to lot 176, Ravenwood Manor (12/12/17)
- 17-46** **Adopt** amendment 2 to the City of Dunedin defined contribution plan (11/2/17)
- 17-47** Establishing the U.S. Military Veterans Advisory Committee (10/17/17)
- 17-48** Urging Congress reauthorize the National Flood Insurance Program (10/31/17)
- 17-49** Public Easement - Aberdeen Oaks Sub (11/2/17)
- 17-50** Budget Amendment (11/14/17)

Resolution Log 2017

- 17-51 Election Results (12/5/17)
- 17-52 Approve & authorize the execution and delivery of a License Agreement between the City and Rogers Blue Jays Baseball Partnership (11/2/17)
- 17-53 FL DEP State Revolving Fund Loan Program (12/5/17)
- 17-54 Authorize CM to apply for 50% matching grant for funds from Forward Pinellas (12/5/17)
- 17-55 Budget Amendment (12/19/17)
- 17-56 Public Easement of Highland Ridge Townhomes Sub (12/21/17)
- 17-57 Modified Downtown Parking Plan - **No Action**
- 17-58 **Amend** Employees' Flexible Benefit Plan & Health Reimbursement Plan (12/19/17)

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RESOLUTION 17-01

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, AMENDING RESOLUTION 16-11, SECTION 1 TO EXTEND THE CHARTER REVIEW COMMITTEE'S EXISTENCE FROM JANUARY 31, 2017 TO APRIL 30, 2017; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.

WHEREAS, the City Commission established a Charter Review Committee to review the City Charter on July 14, 2016, when it adopted Resolution 16-11; and

WHEREAS, Resolution 16-11, Section 1 provided that the Charter Review Committee would continue in its existence until January 31, 2017; and

WHEREAS, the Charter Review Committee has requested additional time in order to complete its review of the City Charter; now, therefore,

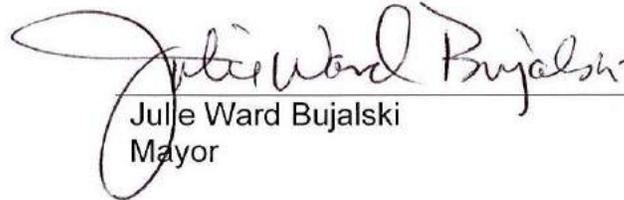
BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. That Section 1 of Resolution 16-11 shall be amended to read as follows:

Section 1. That the City Commission of the City of Dunedin, Florida, hereby establishes a Charter Review Committee in accordance with Section 6.02 of the Charter of the City of Dunedin. The Committee shall continue in existence until ~~January 31, 2017~~ April 30, 2017, unless such date is extended or contracted by further resolution of the City Commission.

Section 2. That this Resolution shall become effective upon its passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY
OF DUNEDIN, FLORIDA, THIS 12th day of January, 2017.


Julie Ward Bujalski
Mayor

ATTEST:


Denise M. Kirkpatrick
City Clerk

RESOLUTION 17-02

A RESOLUTION OF THE CITY OF DUNEDIN, FLORIDA, URGING THE APPOINTMENT OF MUNICIPAL OFFICIALS TO THE 2017-18 CONSTITUTION REVISION COMMISSION; SUPPORTING THE PROTECTION OF MUNICIPAL HOME RULE; SUPPORTING THE POSITIONS OF THE FLORIDA LEAGUE OF CITIES, INC.; SUPPORTING THE APPOINTMENT OF FLORIDA LEAGUE OF CITIES PRESIDENT, BOCA RATON MAYOR SUSAN HAYNIE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2 of Article XI of the Florida Constitution establishes and describes the duties, powers, structure, and function of the Constitution Revision Commission (CRC); and

WHEREAS, the CRC meets every 20 years, is next scheduled to meet in 2017 for the third time in the State's history, and will review and recommend changes to Florida's constitution that may appear on the 2018 General Election ballot for the consideration of Florida's voters; and

WHEREAS, the CRC is comprised of 37 members: the Attorney General of Florida, fifteen members appointed by the Governor, nine members appointed by the Speaker of the House, nine members appointed by the Senate President, and three members appointed by the Chief Justice of the Florida Supreme Court; and

WHEREAS, the City of Dunedin is a member of the Florida League of Cities, Inc.; and

WHEREAS, the Florida League of Cities, Inc. (FLC), was created in 1922 to work for the general improvements of its members, Florida's municipal governments; and

WHEREAS, the FLC believes local self-government is the keystone to American democracy and constitutional municipal home rule authority should be protected and expanded; and

WHEREAS, municipalities are the only optional form of government, created primarily to serve the needs and desires of its citizens; and

WHEREAS, municipalities are the governments closest to the people and are governed by the citizens who have distinguished themselves as public servants; and

WHEREAS, the more than 2,000 municipal elected officials, representing the 412 cities that comprise the FLC and account for more than 10 million

Floridians, recognize the CRC will weigh in on a variety of proposals that potentially affect municipal home rule authority and the ability of city officials to respond to the needs and conveniences of their citizens; and

WHEREAS, the FLC finds it is necessary to have municipal representation on the CRC to ensure that local perspectives and concerns are adequately voiced before the CRC; and

WHEREAS, the City Commission of the City of Dunedin supports the positions of the FLC relating to municipal representation on the CRC.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

SECTION 1. The City Commission of the City of Dunedin respectfully requests that Governor Rick Scott, Florida House Speaker Richard Corcoran, and Florida Senate President Joe Negron appoint municipal elected officials to serve on the 2017-18 Constitution Revision Commission (CRC).

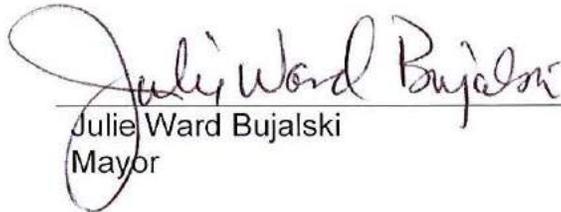
SECTION 2. The City Commission of the City of Dunedin supports the appointment of Florida League of Cities President, Boca Raton Mayor Susan Haynie, as a member of the 2017-18 CRC.

SECTION 3. The City Commission of the City of Dunedin urges the CRC to adopt proposals that protect municipal home rule authority and restrict unfunded state mandates.

SECTION 4. A copy of this Resolution shall be provided to Governor Rick Scott, Florida House Speaker Richard Corcoran, and Florida Senate President Joe Negron, and the Chair of the CRC (once designated).

SECTION 5. This Resolution shall take effect immediately upon adoption

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 12th day of January, 2017.


Julie Ward Bujalski
Mayor

ATTEST:


Denise M. Kirkpatrick
City Clerk

RESOLUTION 17-03

A RESOLUTION OF THE CITY OF DUNEDIN, FL, AMENDING THE OPERATING AND CAPITAL BUDGETS FOR THE CITY OF DUNEDIN, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the City Commission has considered pertinent facts and data relative to municipal finance status and needs; and

WHEREAS, the City Commission now desires to revise the FY 2017 Operating and Capital Budget; now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, DULY ASSEMBLED THAT:

Section 1. This Budget Amendment Resolution provides for budget transfers between funds and projects, and for various adjusting entries, as follows:

1. Appropriation of expenditures in the General Fund resulting in a decrease in fund balance of \$280,581.
2. Appropriation of expenditures in the Stadium Fund resulting in a decrease in fund balance of \$3,488.
3. Appropriation of expenditures in the County Gas Tax Fund resulting in a decrease in fund balance of \$681,555.
4. Appropriation of expenditures in the Penny Fund resulting in a decrease in fund balance of \$831,765.
5. Appropriation of expenditures in the Community Redevelopment (CRA) Fund resulting in a decrease in fund balance of \$59,047.
6. Appropriation of expenses in the Solid Waste Fund resulting in a decrease in fund balance of \$24,217.
7. Appropriation of expenses in the Water / Wastewater Fund resulting in a decrease in fund balance of \$7,562,049.
8. Appropriation of expenses in the Marina Fund resulting in a decrease in fund balance of \$247,600.
9. Appropriation of expenses in the Stormwater Fund resulting in a decrease in fund balance of \$3,688,501.

10. Appropriation of expenses in the Fleet Fund resulting in a decrease in fund balance of \$1,622,913.
11. Appropriation of expenses in the Facilities Maintenance Fund resulting in a decrease in fund balance of \$43,658.
12. Appropriation of expenses in the I.T. Services Fund resulting in a decrease in fund balance of \$20,318.

Section 2. Necessary accounting entries to affect these changes are directed.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 26th day of January, 2017.



Julie Ward Bujalski
Mayor

ATTEST:



Denise Kirkpatrick
City Clerk

Budget Amendment Resolution 17-03
Exhibit A: Encumbrance Carryforward Items

| P.O. # | Vendor Name | Project | Description | Carry-Fwd Amount |
|----------------------------------|---|---------|------------------------------|-------------------|
| 20297 | Jersey Jim's Tower TV & AC | | | \$ 2,420 |
| 19672 | Wertz New York Capital Management Group | | | \$ 1,090 |
| 19127 | Viewpoint Government Solutions Inc. | 171607 | Viewpoint Implementation | \$ 14,075 |
| 20206 | Sign Solutions | 181602 | Parking Management | \$ 14,487 |
| 20066 | Kloote Contracting, Inc. | 171601 | Huntley Enhancements | \$ 8,680 |
| 20294 | Earthscapes Landscaping | 181602 | Parking Management | \$ 16,900 |
| 20292 | Proway Construction | 181602 | Parking Management | \$ 3,644 |
| 20186 | Parkeon, Inc. | 181602 | Parking Management | \$ 28,650 |
| 20273 | Encore Broadcast Solutions | 191601 | Control Room Upgrades | \$ 8,035 |
| 19993 | Life Extensions | | | \$ 420 |
| 20211 | Xerox Government Solutions | | | \$ 3,240 |
| 20263 | Hall-Mark Fire Apparatus, Inc. | | | \$ 1,491 |
| 20272 | Bob's Carpet and Flooring | | | \$ 4,943 |
| 20216 | Gympros | | | \$ 3,000 |
| 20269 | Dana Safety Supply | | | \$ 4,717 |
| 20203 | Smith Fence Supply | | | \$ 6,961 |
| 20271 | Stamper Construction Company | | | \$ 93 |
| 19944 | Bio-Tech Consulting, Inc. | | | \$ 18,400 |
| 19690 | Curlew Hills Memorial Gardens, Inc. | 881301 | Cemetery Repair/Maintenance | \$ 1,200 |
| 20047 | Morelli Landscaping | 421402 | Tree Bank Fees | \$ 520 |
| 20047 | Morelli Landscaping | 421602 | FDOT SR595 Landscape Grant | \$ 1,310 |
| 20246 | Tom's Sod Service, Inc. | | | \$ 8,064 |
| 20275 | Borrell Electric Company | | | \$ 1,720 |
| TOTAL GENERAL FUND | | | | \$ 154,060 |
| 20005 | Public Management & Funding Service | | | \$ 3,488 |
| TOTAL STADIUM FUND | | | | \$ 3,488 |
| 20100 | Kercher Engineering, Inc. | | | \$ 11,005 |
| 20266 | National Traffic Signs, Inc. | 630804 | Signage Replacements | \$ 5,138 |
| 20258 | Asphalt Paving Systems, Inc. | 631603 | Michigan Blvd Reconstruction | \$ 150,000 |
| TOTAL COUNTY GAS TAX FUND | | | | \$ 166,143 |
| 20135 | Florida Playstructures & Water Features | 421605 | Aquatics Shade Structure | \$ 11,388 |
| 20271 | Stamper Construction Company | 421605 | Aquatics Shade Structure | \$ 6,847 |
| 19875 | Transportation Control Systems | 631608 | Causeway Pedestrian Crossing | \$ 2,180 |
| 20258 | Asphalt Paving Systems, Inc. | 631603 | Michigan Blvd Reconstruction | \$ 282,977 |
| TOTAL PENNY FUND | | | | \$ 303,392 |
| 20252 | Smith Fence Company | 541601 | Solid Waste Storage Building | \$ 1,395 |
| 20217 | Tetra Tech, Inc. | | | \$ 2,770 |
| TOTAL SOLID WASTE FUND | | | | \$ 4,165 |
| 20003 | Municipal Code Corporation | | | \$ 5,760 |
| 18485 | Climate Control Mechanical Systems | 511401 | HVAC Replacement | \$ 5,444 |
| 20218 | Leggette, Brashears & Graham, Inc. | 511605 | Water Permit Renewal | \$ 69,797 |
| 20085 | Ring Power | | | \$ 1,950 |
| 20148 | Ring Power | | | \$ 4,673 |
| 20265 | Smith Fence Company | | | \$ 18,588 |
| 19695 | Brenntag Mid-Supply | | | \$ 4,245 |
| 20232 | Vogel Cros. Building Co. | 511602 | WTP Pretreatment System | \$ 882,010 |
| 20040 | Rowland, Inc. | 518004 | Waterline Upgrade | \$ 6,649 |
| 20283 | HD Supply Waterworks | | | \$ 21 |
| 20194 | Keystone Excavators, Inc. | 531401 | Lakewood Estates Piping | \$ 355,507 |
| 18485 | Climate Control Mechanical Systems | 511401 | HVAC Replacement | \$ 9,369 |
| 19792 | Ovivo USA, LLC | 528505 | Process Equipment R&R | \$ 9,430 |
| 19869 | Ford Hall Company, Inc. | 528505 | Process Equipment R&R | \$ 3,778 |
| 19977 | Himes Electric Company, Inc. | | | \$ 1,625 |

Budget Amendment Resolution 17-03
Exhibit A: Encumbrance Carryforward Items

| P.O. # | Vendor Name | Project | Description | Carry-Fwd Amount |
|------------------------------|--------------------------------------|---------|----------------------------------|---------------------|
| 20125 | Florida Valve & Equipment | 528505 | Process Equipment R&R | \$ 14,590 |
| 20126 | Barney's Pump Inc. | 528505 | Process Equipment R&R | \$ 19,977 |
| 20149 | Ring Power | 528505 | Process Equipment R&R | \$ 67,731 |
| 20233 | Florida Valve & Equipment | 528505 | Process Equipment R&R | \$ 14,590 |
| 20245 | Barney's Pump Inc. | 528505 | Process Equipment R&R | \$ 17,499 |
| 20182 | Tampa Winsupply | | | \$ 462 |
| 20202 | Tri County Aluminum Specialists | 521607 | Wastewater Shed | \$ 18,070 |
| 19281 | King Engineering Assoc. Inc. | 521502 | WWTP 24" Raw Sewer Main | \$ 4,194 |
| 19338 | Tetra Tech, Inc. | 521604 | WWTP Ground Storage/Pump Station | \$ 47,835 |
| 19780 | Ovivo USA, LLC | 521601 | WWTP Clarifier Weirs & Baffles | \$ 122,295 |
| 19780 | Ovivo USA, LLC | 521603 | WWTP Clarifier Walkway Bridges | \$ 44,218 |
| 20067 | American Construction Services, Inc. | 521501 | Methanol Tank Replacement | \$ 266,445 |
| 20230 | Florida Design Contractors, Inc. | 521502 | WWTP 24" Raw Sewer Main | \$ 274,500 |
| 20242 | Florida Design Contractors, Inc. | 521604 | WWTP Ground Storage/Pump Station | \$ 2,473,610 |
| 20117 | Rowland, Inc. | 529502 | Manholes | \$ 11,964 |
| 20197 | Insituform Technologies, LLC | 529904 | Pipe Lining Project | \$ 89,187 |
| 20194 | Keystone Excavators, Inc. | 531401 | | \$ 201,628 |
| TOTAL WATER / WW FUND | | | | \$ 5,067,641 |
| 19263 | Moffatt & Nichol | 491501 | | \$ 16,100 |
| TOTAL MARINA FUND | | | | \$ 16,100 |
| 20194 | Keystone Excavators, Inc. | 531401 | | \$ 3,513,942 |
| 20267 | Champion Trailers | | | \$ 5,064 |
| TOTAL STORMWATER FUND | | | | \$ 3,519,006 |
| 20009 | Duval Ford | | | \$ 36,576 |
| 20072 | Duval Ford | | | \$ 31,604 |
| 20072 | Duval Ford | | | \$ 31,111 |
| 20072 | Duval Ford | | | \$ 29,928 |
| 20015 | Environmental Products of Florida | | | \$ 210,966 |
| 20019 | Kensworth of Central Florida | | | \$ 574,916 |
| 20019 | Kensworth of Central Florida | | | \$ 282,750 |
| 20141 | Duval Ford | | | \$ 37,905 |
| TOTAL FLEET FUND | | | | \$ 1,235,756 |
| 20243 | Northern Tool & Equipment | 541506 | Portable Lighting | \$ 3,800 |
| 18485 | Climate Control Mechanical Systems | 640303 | | \$ 32,194 |
| 20192 | Maire Company | 641501 | | \$ 7,664 |
| TOTAL FACILITIES FUND | | | | \$ 43,658 |
| 20274 | Michael's Floor Depot | | | \$ 3,098 |
| 20262 | Commercial Design Services, Inc. | | | \$ 17,220 |
| TOTAL IT FUND | | | | \$ 20,318 |
| 20188 | George F. Young, Inc. | | | \$ 500 |
| 19927 | Signsource | 181602 | Parking Management | \$ 693 |
| 20066 | Kloote Contracting Inc. | 171601 | | \$ 14,051 |
| TOTAL CRA FUND | | | | \$ 15,244 |

ALL FUNDS TOTAL

\$ 10,548,971

Budget Amendment Resolution 17-03
Exhibit B: Project Carryforward Items

| Project No. | Project Name | Carry-Forward Amount |
|-------------------------------|--------------------------------------|----------------------|
| 171607 | Viewpoint Implmentation | \$ 66,236 |
| 181602 | Parking Management/Wayfinding | \$ 60,000 |
| 411602 | Dollar General Grant - Library | \$ 285 |
| TOTAL GENERAL FUND | | \$ 126,521 |
| 630002 | Street Resurfacing | \$ 317,542 |
| 630003 | Sidewalk- Rehab | \$ 76,838 |
| 630004 | Road Repair Materials | \$ 49,811 |
| 630803 | Pavement Striping | \$ 39,221 |
| 631605 | Lake Haven Median Modifcations | \$ 32,000 |
| TOTAL CGT FUND | | \$ 515,412 |
| 171602 | Corridor Improvements (Skinner) | \$ 174,875 |
| 461608 | Outdoor Fitness Equipment | \$ 4,617 |
| 631603 | Michigan Blvd Reconstruciton | \$ 346,309 |
| 631608 | Causeway Pedestrian Crossing | \$ 2,572 |
| TOTAL PENNY FUND | | \$ 528,373 |
| 541601 | Solid Waste Stg Building | \$ 20,052 |
| TOTAL SOLID WASTE FUND | | \$ 20,052 |
| 511699 | Water Admin Hardening | \$ 40,000 |
| 511504 | Wellhouse R&M- 5,85 | \$ 12,587 |
| 511502 | Well Construction, Well #95 | \$ 151,410 |
| 511503 | Well Reconstruction- #2, #50 | \$ 2,120 |
| 511601 | WTP Membrane Treatment System | \$ 745,000 |
| 511602 | WTP Pretreatment System | \$ 35,841 |
| 510908 | J. G. Hubbard Park Irrigation System | \$ 262,564 |
| 511603 | Sr580 Water Main Tie Ins | \$ 188,000 |
| 521502 | WWTP 24" Raw Sewage Main | \$ 70,679 |
| 521601 | WWTP Clarifier Weirs & Ba | \$ 10,410 |
| 521602 | WWTP Denite Filter Rehab | \$ 746,848 |
| 521603 | WWTP Clarifier Walkway Br | \$ 11,565 |
| 521604 | WWTP Grd storage Pump | \$ 188,884 |
| 521606 | FL Auto Exchange FM Contribution | \$ 28,500 |
| TOTAL WATER/WW FUND | | \$ 2,494,408 |
| 491401 | Seawall Repairs (west) | \$ 1,100 |
| 491501 | Marina Dock A | \$ 230,400 |
| TOTAL MARINA FUND | | \$ 231,500 |
| 531501 | TMDL Response Sampling | \$ 19,495 |
| 531303 | Amberlea Subdivision Storm | \$ 150,000 |
| TOTAL STORMWATER FUND | | \$ 169,495 |
| | Fleet Replacements | \$ 387,157 |
| TOTAL FLEET FUND | | \$ 387,157 |
| 171605 | Downtown Trailside Pavilion | \$ 43,803 |
| TOTAL CRA FUND | | \$ 43,803 |
| ALL FUNDS TOTAL | | \$ 4,516,721 |

RESOLUTION 17-04

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, VACATING A PORTION OF THE CURLEW CREEK MAINTENANCE, DRAINAGE AND FLOODWAY EASEMENT LOCATED WITHIN THE NORTHEAST CORNER OF TRACT "A" OF THE WATERS EDGE SUBDIVISION, LOCATED ADJACENT TO 2683 WATERS EDGE COURT CONSISTING OF APPROXIMATELY 2726.2 SQUARE FEET; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.

WHEREAS, the owners of the property located at 2683 Waters Edge Court have requested that an approximate 2726.2 square foot portion of a maintenance, drainage and floodway easement be vacated; and

WHEREAS, the City Commission finds and determines that the vacation of such portion of the Curlew Creek Maintenance, Drainage and Floodway Easement within Tract "A," Waters Edge Subdivision, is consistent with the Charter of the City of Dunedin and with the Comprehensive Plan of the City of Dunedin; and

WHEREAS, there is no public need for the 2726.2 square foot portion of the easement described on Exhibit "A" attached hereto; now, therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. That it is found that there is no public need for the 2726.2 square foot portion of the easement described in Exhibit "A" attached hereto and the said 2726.2 square foot portion of the Curlew Creek Maintenance, Drainage and Floodway Easement within Tract "A," Waters Edge Subdivision, is vacated. It is further found that there is no public referendum required pursuant to the City Charter.

Section 2. That the City Clerk is directed to record a certified copy of this resolution in the Public Records of Pinellas County, Florida, and send a certified copy thereof to the Property Appraiser of Pinellas County, Florida.

Section 3. That this Resolution shall become effective upon its passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY
OF DUNEDIN, FLORIDA, THIS 2nd day of February, 2017.

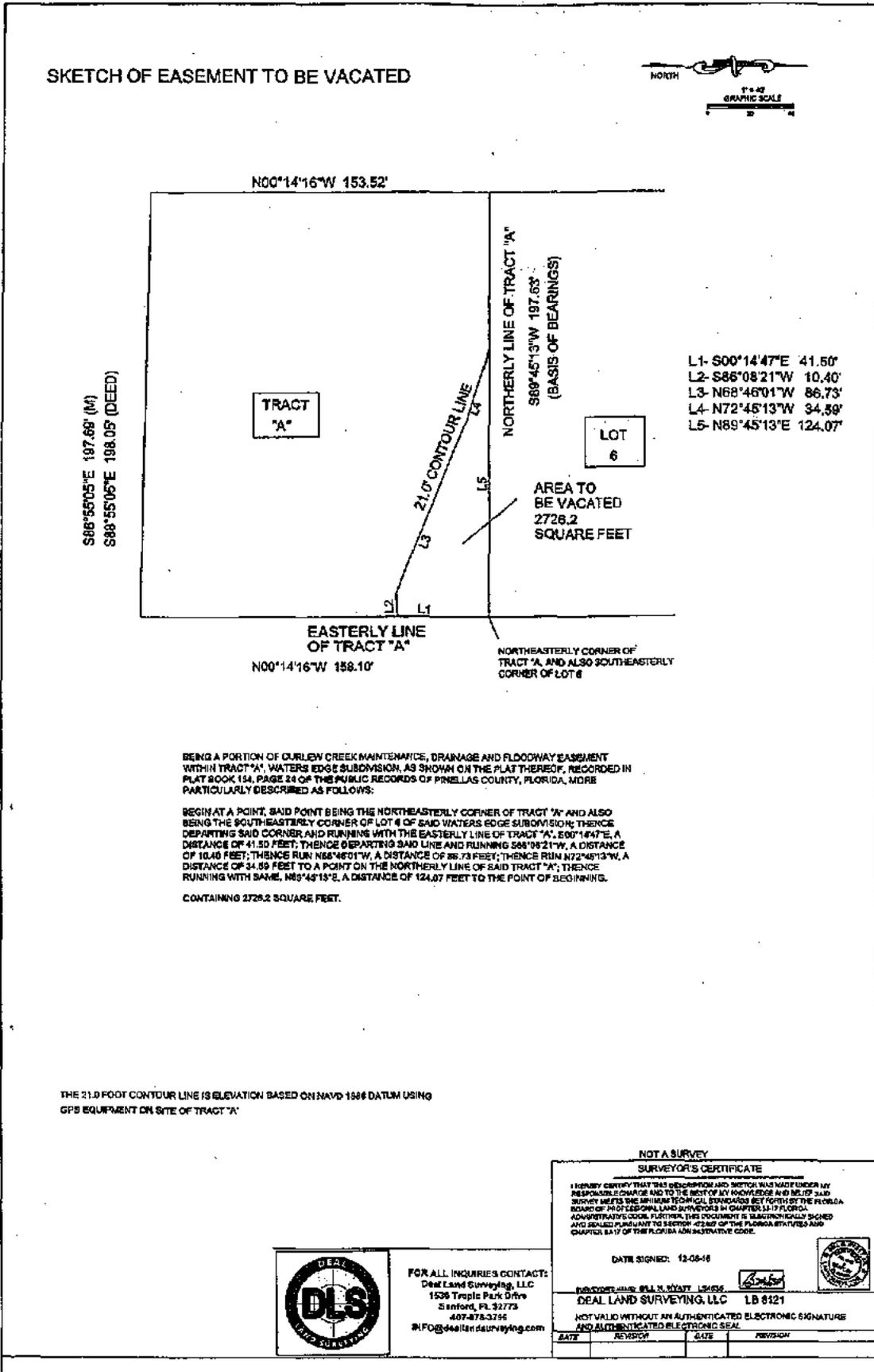

Julie Ward Bujalski
Mayor

ATTEST:


Denise Kirkpatrick
City Clerk

RESOLUTION 17-04

EXHIBIT A



KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
INST# 2017040091 02/06/2017 at 02:49 PM
OFF REC BK: 19510 PG: 1998-2000
DocType:GOV RECORDING: \$27.00

I DO HEREBY CERTIFY THIS TO BE A TRUE
AND CORRECT COPY
CERTIFIED THIS

DATE 2/13/17

Kevin M. Kirkpatrick
CITY CLERK

RESOLUTION 17-04

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, VACATING A PORTION OF THE CURLEW CREEK MAINTENANCE, DRAINAGE AND FLOODWAY EASEMENT LOCATED WITHIN THE NORTHEAST CORNER OF TRACT "A" OF THE WATERS EDGE SUBDIVISION, LOCATED ADJACENT TO 2683 WATERS EDGE COURT CONSISTING OF APPROXIMATELY 2726.2 SQUARE FEET; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.

WHEREAS, the owners of the property located at 2683 Waters Edge Court have requested that an approximate 2726.2 square foot portion of a maintenance, drainage and floodway easement be vacated; and

WHEREAS, the City Commission finds and determines that the vacation of such portion of the Curlew Creek Maintenance, Drainage and Floodway Easement within Tract "A," Waters Edge Subdivision, is consistent with the Charter of the City of Dunedin and with the Comprehensive Plan of the City of Dunedin; and

WHEREAS, there is no public need for the 2726.2 square foot portion of the easement described on Exhibit "A" attached hereto; now, therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. That it is found that there is no public need for the 2726.2 square foot portion of the easement described in Exhibit "A" attached hereto and the said 2726.2 square foot portion of the Curlew Creek Maintenance, Drainage and Floodway Easement within Tract "A," Waters Edge Subdivision, is vacated. It is further found that there is no public referendum required pursuant to the City Charter.

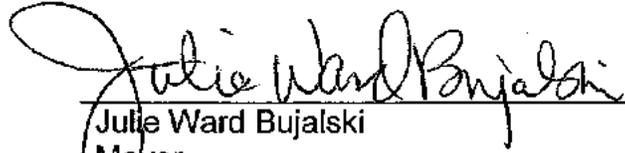
Section 2. That the City Clerk is directed to record a certified copy of this resolution in the Public Records of Pinellas County, Florida, and send a certified copy thereof to the Property Appraiser of Pinellas County, Florida.

Section 3. That this Resolution shall become effective upon its passage and adoption.

BUY A 30 OT 8HT V2730 V8 8001 001

**PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY
OF DUNEDIN, FLORIDA, THIS 2nd day of February, 2017.**

~~CITY CLERK~~



Julie Ward Bujalski
Mayor

ATTEST:

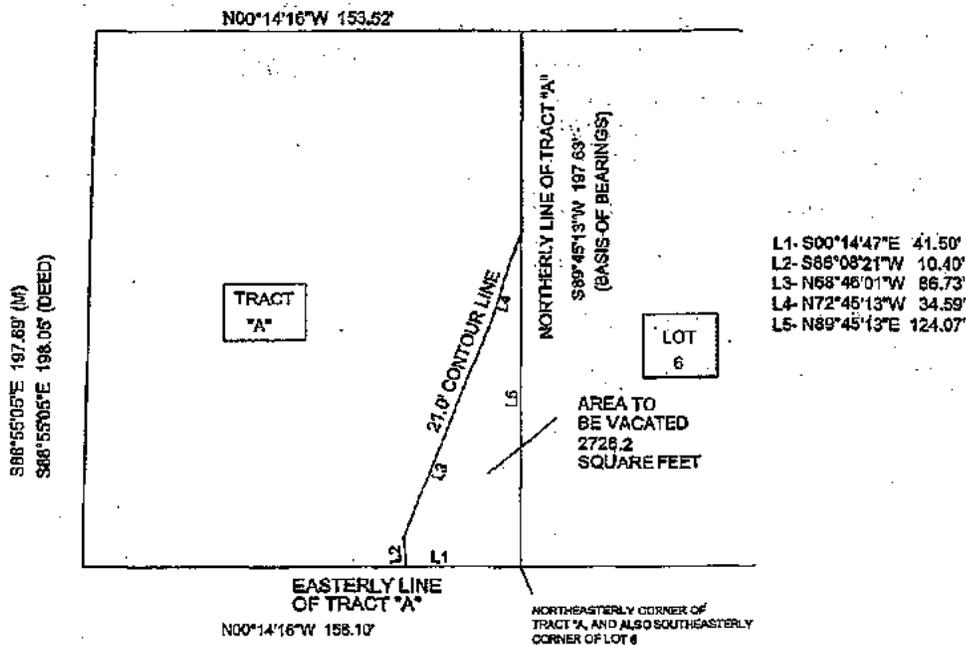
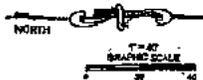


Denise Kirkpatrick
City Clerk

RESOLUTION 17-04

EXHIBIT A

SKETCH OF EASEMENT TO BE VACATED



BEING A PORTION OF CURLEW CREEK MAINTENANCE, DRAINAGE AND FLOODWAY EASEMENT, WITHIN TRACT "A", WATERS EDGE SUBDIVISION, AS SHOWN ON THE PLAT THEREOF, RECORDED IN PLAT BOOK 134, PAGE 24 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A POINT, SAID POINT BEING THE NORTHEASTERLY CORNER OF TRACT "A" AND ALSO BEING THE SOUTHEASTERLY CORNER OF LOT 6 OF SAID WATERS EDGE SUBDIVISION; THENCE DEPARTING SAID CORNER AND RUNNING WITH THE EASTERLY LINE OF TRACT "A", S00°14'47"E, A DISTANCE OF 41.50 FEET; THENCE DEPARTING SAID LINE AND RUNNING S88°08'21"W, A DISTANCE OF 10.40 FEET; THENCE RUN N68°48'01"W, A DISTANCE OF 86.73 FEET; THENCE RUN N72°45'13"W, A DISTANCE OF 34.59 FEET TO A POINT ON THE NORTHERLY LINE OF SAID TRACT "A"; THENCE RUNNING WITH SAID N, N89°45'13"E, A DISTANCE OF 124.07 FEET TO THE POINT OF BEGINNING.

CONTAINS 2728.2 SQUARE FEET.

THE 21.0 FOOT CONTOUR LINE IS ELEVATION BASED ON NAVD 1988 DATUM USING GPS EQUIPMENT ON SITE OF TRACT "A"

NOT A SURVEY

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND TO THE BEST OF MY KNOWLEDGE AND BELIEF SAID SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 11F, FLORIDA ADMINISTRATIVE CODE. FURTHER, THIS DOCUMENT IS ELECTRONICALLY SIGNED AND BOUND PURSUANT TO SECTION 422.07 OF THE FLORIDA STATUTES AND CHAPTER 11F OF THE FLORIDA ADMINISTRATIVE CODE.

DATE SIGNED: 12-08-18



SURVEYOR: BILL R. HATT, LICENSE
DEAL LAND SURVEYING, LLC 1B 8121

NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL

| DATE | REVISION | DATE | REVISION |
|------|----------|------|----------|
| | | | |



FOR ALL INQUIRIES CONTACT:
Deal Land Surveying, LLC
1530 Treple Park Drive
Sarasota, FL 34273
407-878-3756
INFO@dealandsurveying.com

RESOLUTION 17-05

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DUNEDIN ADOPTING AMENDMENT ONE TO THE CITY OF DUNEDIN DEFINED CONTRIBUTION PLAN; ADOPTING A RESTATED CITY OF DUNEDIN DEFERRED COMPENSATION PLAN; ADOPTING AMENDMENTS TO CERTAIN SERVICE AGREEMENTS AND ANNUITY CONTRACTS; AND REPEALING ALL RESOLUTIONS IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City of Dunedin (the "City") maintains the City of Dunedin Defined Contribution Plan (the "DC Plan") and the City of Dunedin Deferred Compensation Plan (the "457 Plan") for the benefit of its employees; and

WHEREAS, the City has previously adopted both retirement plans, which have been amended from time to time; and

WHEREAS, the City contracts with various service providers to assist with the administration, recordkeeping, and maintenance of accounts for the retirement plans; and

WHEREAS, the City wants to amend the retirement plans and certain contracts.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. Amendment One to the DC Plan is hereby approved and adopted in its entirety.

Section 2. The restated 457 Plan is hereby approved and adopted in its entirety.

Section 3. The attached amendments to the existing service agreement contracts are hereby adopted in their entirety.

Section 4. The attached amendments to the existing annuity contracts are hereby adopted in their entirety.

Section 5. The above-described documents shall be maintained in the office of the Plan Administrator at the Department of Human Resources, Post Office Box 1348, Dunedin, Florida 34697-1348.

Section 6. The above-described documents may be modified from time to time by further resolutions or motion of the City Commission.

Section 7. The appropriate officers of the City of Dunedin are authorized to execute the above-described documents.

Section 8. This Resolution shall be effective January 1, 2017, with the underlying amendments effective as of the dates indicated in the respective document.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 31st DAY OF January, 2017.


Julie Ward Bujalski
Mayor

ATTEST:


Denise M. Kirkpatrick
City Clerk

GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY

A Stock Company

8515 East Orchard Road, Greenwood Village, CO 80111

For service, call 1-800-537-2033 (extension 73343)

Letter Agreement

Great-West Life & Annuity Insurance Company ("Company") and City of Dunedin ("Group Policyholder") agree to the following clarifications and modifications of the Company's Group Deferred Compensation Annuity Contract ("Contract"), group number 98257-01. *This Letter Agreement supersedes and replaces any other previous Agreement or representations(s).*

1. Risk Charge - The Risk Charge as described in the Letter Agreement signed by Group Policyholder and effective October 20, 2009 is 0.00% per annum.
2. Contract Maintenance Charge - The Contract Maintenance Charge as described in the Letter Agreement signed by the Group Policyholder and effective August 12, 1997 is \$0.00.
3. Contingent Deferred Sales Charge - The Contingent Deferred Sales Charge as described in the Contract is 0%.
4. Guaranteed Government Fund Investment Management Fee - 0.40%
5. Distributions - Distributions under the Contract must be requested and authorized by the Policyholder. To the extent permitted under the Group Policyholder's Plan, the distribution methods offered under the provisions of the Contract will be available. In all other respects, distributions will be subject to the provisions of the Contract.
6. Amendment No. 1-96C - The reference to "\$3,500" in Section 6 of Amendment No. 1-96C shall be replaced in its entirety with "\$5,000 (or such other amount as provided from time to time by the Code)".

This Letter Agreement shall become effective when it has been executed by both parties ("Effective Date"). This Letter Agreement is in effect as long as the Company is acting in its current capacities as the exclusive investment option, recordkeeping and communication provider for the Group Policyholder's Plan. Additionally, the Company shall maintain the right to terminate this Letter Agreement in the event that there are substantial changes in the operation of the Group Policyholder's Plan, including but not limited to a change in approved investment product providers, marketers or required recordkeeping services. This Letter Agreement may be modified at any time upon mutual consent of both parties.

City of Dunedin:



Signature: Theresa E Smalling

Name: Theresa E Smalling Date: 1/31/17

Title: Director of HR & Risk Management

Great-West Life & Annuity Insurance Company:

Signature: Daniel A Morrison

Name: Daniel A. Morrison Date: 2/10/2017

Title: Sr. Vice President

Important Note: Service Agreement Amendments, Pricing Change Agreements, and other contractual documents must be duly executed by both parties prior to the effective date of the changes. Backdating contracts or funding agreements is in violation of our corporate governance and regulatory requirements. Changes cannot be implemented prior to the date all documents are fully executed, even if that requires the effective date to be postponed. There are no exceptions to the rule that the effective date must follow the date all documents are executed.

**AMENDMENT NO. 1
TO
AGREEMENT FOR RECORDKEEPING AND COMMUNICATION SERVICES**

**§457(b) Deferred Compensation Plan
Group No. 98257-01**

And

**§401(a) Defined Contribution Plan
Group No. 98257-02**

THIS AMENDMENT NO. 1 is entered into by and between Great-West Life & Annuity Insurance Company ("Great-West"), and/or any successor, assign or affiliate, and City of Dunedin ("Plan Sponsor") with respect to the services to be provided by Great-West to the City of Dunedin 457(b) Deferred Compensation Plan ("457 Plan") and City of Dunedin 401(a) Defined Contribution Plan ("401(a) Plan") (or collectively as the "Plan" or "Plans").¹

Effective October 1, 2009 Great-West and Plan Sponsor entered into the Agreement for Recordkeeping and Communication Services ("Agreement"), under which Great-West provides certain recordkeeping and communication services for the Plan Sponsor with respect to the Plan; and

Great-West and Plan Sponsor agree that it is beneficial to amend the Agreement as described below;

NOW, THEREFORE, in consideration of the covenants and conditions herein contained, and other good and valuable consideration as herein provided, the parties amend the Agreement as follows:

1. Section G. of Section I. of the Agreement, shall be deleted and replaced in its entirety with the following:

"G. Deferral Recordkeeping – 457(b) Plan

Plan Sponsor hereby instructs and authorizes Great-West to allow Participants to update their deferral elections via the website and voice response unit. Plan Sponsor must provide initial deferral amounts for all Participants. Great-West will forward updated deferral information to Plan Sponsor according to the schedule elected by Plan Sponsor. In order to receive this service, the Plan must allow for Participants to make 457(b) regular catch-up contributions."

2. A new Section S. shall be added to the end of Section I as follows:

¹ Great-West Life & Annuity Insurance Company, Great-West Financial, Empower, and AAG are related entities. Great-West Life & Annuity Insurance Company is the main entity, but generally provides retirement services under the "Empower" name. AAG is a wholly owned subsidiary of Great-West that provides investment advisory services.

"S. Vesting Tracking – 401(a) Plan

Plan Sponsor instructs and authorizes Great-West to:

1. Maintain each Participant's vesting percentage on Great-West's recordkeeping system;
2. Display the Participant's vested account balance on the quarterly statements, if elected by Plan Sponsor; and
3. Plan Sponsor will review, approve and provide confirmation of vesting amount and provided such requests are received in good order and in a manner acceptable to Great-West."

3. A new Section T. shall be added to the end of Section I as follows:

"T. Beneficiary Recordkeeping

Plan Sponsor affirms that the Plan allows web-initiated beneficiary designations. Plan Sponsor hereby instructs and authorizes Great-West to accept, maintain and file, without Plan Sponsor's further approval, beneficiary designations received by Great-West in good order and in a manner acceptable to Great-West. Upon request, Plan Sponsor agrees to provide Great-West with any and all beneficiary information filed with the Plan by Participants prior to the Effective Date.

Plan Sponsor shall provide Great-West with instructions regarding any Plan requirements as to spousal consent for beneficiary designations. If there are any such requirements, Plan Sponsor instructs Great-West to rely on the marital status specified by the Participant on the beneficiary designation form, and to obtain spousal consent, when applicable. If a beneficiary designation requires spousal consent, such designation may be made only by paper form."

4. A new Section U. shall be added to the end of Section I as follows:

"U. Distributions Due to Severance from Employment for Reasons Other than Death or Disability

457(b) only - Plan Sponsor hereby instructs and authorizes Great-West to process, without Plan Sponsor's further approval, Participant requests for distribution due to severance of employment for any reason other than death or disability, provided such requests are received in good order and in a manner acceptable to Great-West.

If Plan Sponsor has not provided a Participant's termination date or other required information, Plan Sponsor instructs Great-West to route the request to Plan Sponsor for approval before processing the distribution.

401(a) only – Plan Sponsor will review and approve all distributions from the 401a plan. This includes the confirmation of vesting amount and provided such requests are received in good order and in a manner acceptable to Great-West.

Great-West will route the request to Plan Sponsor for approval before processing the distribution.

In order to receive this service, Plan Sponsor must also utilize Great-West's vesting tracking service, if the Plan has a vesting schedule. For spousal consent purposes, Plan Sponsor instructs Great-West to rely on the marital status specified by the Participant in the request form."

5. A new Section V. shall be added to the end of Section I as follows:

"V. Distributions Due to Unforeseeable Emergencies – 457(b) Plan

Plan Sponsor hereby instructs and authorizes Great-West to process, without Plan Sponsor's further approval, all Participant requests, received in good order and in a manner acceptable to Great-West, for distributions due to unforeseeable emergency resulting in a severe financial hardship to the Participant that cannot be alleviated by any other means available to the Participant. Great-West shall only process such requests if they meet the safe harbor defined in the Treasury Regulations, as described below. Plan Sponsor further instructs Great-West to rely on any and all representations made by a Participant in a request. The following situations shall qualify for a distribution under this section:

1. An illness or accident of the Participant, the Participant's spouse, or the Participant's dependent (as defined in Code §152, and for taxable years beginning on or after January 1, 2005, without regard to §152(b)(1), (b)(2) and (d)(1)(B));
2. Loss of the Participant's property due to casualty;
3. The following extraordinary and unforeseeable circumstances, if they arise as a result of events beyond the control of the Participant:
 - a) The imminent foreclosure of or eviction from the Participant's primary residence;
 - b) The need to pay for medical expenses, including nonrefundable deductibles, as well as the cost of prescription drug medication; and
 - c) The need to pay for the funeral expenses of a spouse or a dependent (as defined in Code §152, and for taxable years beginning on or after January 1, 2005, without regard to §152(b)(1), (b)(2) and (d)(1)(B)) of Participant.

Except in extraordinary circumstances, the following are examples of situations that shall NOT qualify for a distribution under this section:

1. Purchase of real estate;
2. Payment of college tuition;
3. Unpaid rent or mortgage payments, except in the event of imminent foreclosure or eviction;
4. Unpaid utility bills;
5. Loan repayments;
6. Personal bankruptcy (except when resulting directly and solely from illness, casualty loss or other similar extraordinary and unforeseeable circumstances beyond the Participant's control);
7. Payment of taxes, interest or penalties; or
8. Marital separation or divorce.

Plan Sponsor will make determinations with respect to any unforeseeable emergency distribution request that does not clearly fall within the guidelines set forth above.

In the event of any changes to applicable law, including the safe harbor defined in the Treasury Regulations, Great-West may revise this authorization and instruction from time to time and without further notice to Plan Sponsor. This authorization and instruction shall remain in effect until revoked by either party.

In order to receive this service, Plan Sponsor must also utilize Great-West's beneficiary recordkeeping and deferral recordkeeping services.

For each Participant receiving an unforeseeable emergency distribution, Plan Sponsor instructs Great-West to notify Plan Sponsor to suspend elective deferrals for the period required by the Plan, if any. Great-West is instructed to deny any request where the unforeseeable emergency event occurred prior to the Effective Date, or more than one year prior to the date the request is received. Great-West may contact Plan Sponsor for direction when unusual situations arise. For each request that is denied or that cannot be processed due to its failure to satisfy an unforeseeable emergency event, Plan Sponsor instructs Great-West to notify the Participant to contact Plan Sponsor if the Participant wishes to appeal the determination."

6. A new Section W. shall be added to the end of Section I as follows:

"W. Qualified Domestic Relations Orders

The approved model form of QDRO for the Plan is attached to this Agreement. Plan Sponsor hereby instructs and authorizes Great-West to treat as qualified each QDRO received by Great-West in good order using the model QDRO form, or a form that is similar in all material respects to the model QDRO form. Plan Sponsor instructs Great-West to process the QDRO, without Plan Sponsor's further approval, by establishing a separate account for the Alternate Payee or making a lump sum distribution to the Alternate Payee. Plan Sponsor instructs Great-West to send a copy of each QDRO confirmation or rejection letter to Plan Sponsor.

Plan Sponsor further instructs Great-West to process, without Plan Sponsor's further approval, all requests, received in good order and in a manner acceptable to Great-West, for distributions from Alternate Payee accounts established before or after the Effective Date. Plan Sponsor instructs Great-West to calculate any Alternate Payee's QDRO amount based solely on the Participant's account records on Great-West's recordkeeping system, and to reject any QDRO that specifies a valuation date prior to the Effective Date.

Plan Sponsor agrees to make determinations with respect to any orders received that are not materially similar to the model QDRO form for reasons other than the inclusion of a valuation date that precedes the Effective Date."

7. Section VII. "Agreement Term and Termination" of the Agreement shall be deleted and replaced in its entirety with the following new provision:

"The Effective Date of this Agreement is October 1, 2016, or such later date as it has been signed by both Plan Sponsor and Great-West. The term of this Agreement is for a period of five (5) years, from October 1, 2016 through September 30, 2021. This Agreement may be terminated upon ninety (90) days written notice by either Plan Sponsor or Great-West."

8. Section VIII.A. "Recordkeeping and Communication Fees" of the Agreement shall be deleted and replaced in its entirety with the following new provision:

"The annual Recordkeeping and Communication Fee is 0.18% of total Participant assets, excluding loan balances. Beginning on January 1, 2017, this fee will be deducted monthly from Participant accounts with balances as of the processing date based on the average daily balance of such accounts during the period. Participants taking a full withdrawal prior to the processing date will be charged the fee at the time of withdrawal based on the average daily balance of the account during the partial period.

All fees Great-West and/or one or more of its affiliates receives from mutual fund families and other investment providers for providing certain administrative or other services ("Revenue") will be credited by Great-West to Participants with balances in the Revenue-paying funds on the processing date. Beginning on January 1, 2017, the Revenue will be credited monthly by multiplying each fund's Revenue rate by the average daily balance of the fund's total Participant account balances, excluding loan balances, during the respective month. In the event Revenue already credited to Participants becomes uncollectible from a fund company, Great-West will collect in a manner mutually agreeable with both parties."

9. A new provision shall be added to Section VIII.D. "Miscellaneous Fee Provisions" as follows:

"For each QDRO reviewed and processed, Great-West will charge a fee of \$250 to the Participant and/or Alternate Payee as specified in the Plan's approved model QDRO. The Participant's portion of the fee will be deducted from the Participant's account balance, and the Alternate Payee's portion of the fee will be deducted from the Alternate Payee's account or from the lump sum distribution, as applicable."

10. In all other respects, the Agreement shall remain in full force and effect.

11. This Amendment No. 1 shall take effect on October 1, 2016, or such later date as this Agreement has been signed by both the Plan Sponsor and Great-West (the "Effective Date").

IN WITNESS WHEREOF, the parties by signing this Amendment No. 1, in duplicate, certify that they have read and understood it, that they agree to be bound by its terms and that they have the authority to sign it. This Amendment No. 1 is not binding on either party until signed by both parties.

For: City of Dunedin

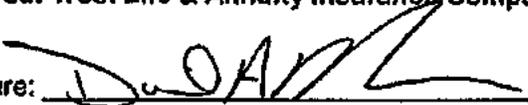
Signature: 

Date 2/31/17

Name: Theresa E Smalling

Title: Director of HR & Risk Management

For: Great-West Life & Annuity Insurance Company

Signature: 

Date 2/10/2017

Name: Daniel A. Morrison

Title: Sr. Vice President

Approved model form of Qualified Domestic Relations Order ("QDRO")

This is a Model Qualified Domestic Relations Order ("Model QDRO") that has been preapproved by Great-West for use by the Plan for outsourced Qualified Domestic Relations Order ("QDRO") services. Although this Model QDRO conforms with Federal QDRO requirements, it may need to be revised for state and/or local law and/or the specific requirements of the Plan itself. Further, the format of the Qualified Domestic Relations Order may vary depending upon the rules of the court in which the Participant obtains the Domestic Relations Order. For these reasons, this Model QDRO should be used only by the Plan after consultation with the Plan's counsel. Any revisions to the Model QDRO must be submitted to Great-West for approval for use with our outsourced QDRO services. Nothing contained in this Model QDRO shall be construed as tax or legal advice.

It is recommended that a proposed version of this order be submitted to Great-West with the body of the order filled in prior to entry of this order for purposes of your obtaining Great-West's preapproval of the proposed order.

Proposed and entered orders should be remitted to the Plan Recordkeeper as follows:

Great-West Retirement Services®
P.O. Box 173764
Denver, CO 80217-3764
Fax # (866) 745-3766

.....COURT, CITY OF, COUNTY OF

STATE OF

IN RE THE MARRIAGE OF:

.....

No.

Petitioner,)
and)
Respondent

QUALIFIED DOMESTIC RELATIONS ORDER

AND NOW, this _____ day of _____, 20___, based on the findings set forth below,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. **Parties:** The parties hereto were husband and wife, and a divorce action is in this Court at the above number. This Court has personal jurisdiction over the parties. The parties were married on _____ and divorced on _____.
2. **Participant Information:** The name, last known address, social security number and date of birth of the plan "Participant" are:
 - a. Name: _____
 - b. SSN: _____
 - c. Address: _____
 - d. Date of Birth: _____
3. **Alternate Payee Information:** The name, last known address, social security number and date of birth of the "Alternate Payee" are:

- a. Name: _____
- b. SSN: _____
- c. Address: _____
- d. Date of Birth: _____

The Alternate Payee is the Participant's former spouse. The Alternate Payee shall have the duty to notify the Plan Administrator and/or Recordkeeper of any changes in mailing address subsequent to the entry of this Order.

- 4. **Plan Name.** The name of the Plan to which this Order applies is the City of Dunedin 457(b) Deferred Compensation Plan, (hereafter referred to as "Plan").

Any changes in the Plan Administrator, Plan Sponsor, or name of the Plan shall not affect Alternate Payee's rights as stipulated under this Order.

- 5. **Effect of this Order as a Qualified Domestic Relations Order:** This Order creates and recognizes the existence of an Alternate Payee's right to receive a portion of the Participant's benefits payable under an employer-sponsored defined contribution plan that is qualified under Section 457 of the Internal Revenue Code (the "Code"). It is intended to constitute a Qualified Domestic Relations Order ("QDRO") under Section 414(p) of the Code.
- 6. **Pursuant to State Domestic Relations Law:** This Order is entered pursuant to the authority granted in the applicable domestic relations laws of _____.
- 7. **Provisions of Marital Property Rights:** This Order relates to the provision of marital property rights as a result of the Order of Divorce between the Participant and the Alternate Payee.
- 8. **Amount of Alternate Payee's Benefit:** This Order assigns to the Alternate Payee an amount equal to [choose either option 8A1 or 8A2 below]:

8A1 \$_____ of the Participant's Total Account Balance under the Plan as of the date this Order is processed.

OR

8A2 \$_____(dollars and cents) or ____% (percent)] of the Participant's Total Account Balance accumulated under the Plan as of _____ (or the closest valuation date thereto). The Alternate Payee's benefit herein awarded shall be credited with any investment income (or losses) attributable thereon from the aforesaid valuation date (or the closest valuation date thereto), until the date of transfer of the Alternate Payee's share to the Alternate Payee.

(Note to drafting attorney: The Plan's current recordkeeper is not able to determine the value of the Participant's account balance and any investment earnings and/or losses prior to _____. The parties will need to arrive at a dollar figure or percentage of benefits payable to the Alternate Payee as of a date that is no earlier than _____. The Plan's current recordkeeper can determine the account value and calculate any earnings and/or losses from _____ through the date assets are transferred or distributed to the Alternate Payee. Keep in mind that if you must adjust the valuation date forward and a percentage is awarded to the Alternate Payee in this section, you should consider whether to adjust the Alternate Payee's awarded percentage to account for any additional contributions (and any gains/losses accruing thereon) made by or for the Participant to the account after the originally intended valuation date.)

Such Total Account Balance shall be determined after the account is reduced by the outstanding balance of the Participant's account reduction loan(s), if any, as of the valuation date specified above, such that the Account Balance shall not include the outstanding balance of any account reduction loan(s) as of the valuation date. The obligation to repay any Participant Plan loan(s) from and after the date of this Order remains solely with the Participant. Such Total Account Balance shall include all amounts maintained under all of the various accounts and/or sub-accounts established on behalf of the Participant, including rollover and transfer contributions.

The Alternate Payee's portion of the benefits described above shall be allocated on a pro rata basis first from all of the core accounts and/or core investment options maintained under the Plan on behalf of the Participant other than life insurance or Self-Directed Brokerage ("SDB"), if any. The Plan shall redeem amounts from a life insurance contract, if any, issued for the Participant under the Plan only to the extent necessary to obtain the amount that this order awards to the Alternate Payee. If there are any SDB investments, and if the balance in the core investments is insufficient to satisfy the judgment, Participant must initiate a transfer of the amount needed to satisfy the judgment from the SDB into the core investments. If participant fails to initiate such a transfer, or if the transfer is insufficient to satisfy the judgment, one hundred percent (100%) of the SDB Money Market Fund will be transferred to the core investments. If the balance is still insufficient to satisfy the judgment, the entire SDB account may be liquidated and transferred to the core investments.

Unless the Alternate Payee elects an immediate lump sum distribution by the Plan at the time this Order is submitted to, and approved by, the Plan, such benefits shall also be segregated and separately maintained in a nonforfeitable Account(s) established on behalf of the Alternate Payee. This Account(s) will initially be established proportionately in the same core investment options as the Participant account. Alternate Payee may make subsequent investment selections as and when permitted under the terms of the Plan. Alternate Payee's account shall experience gains and or losses according to the investment experience of the investment options in which Alternate Payee's share is invested.

9. **Commencement Date and Form of Payment to Alternate Payee:** If the Alternate Payee so elects on an appropriate form, the benefits shall be paid to the Alternate Payee as soon as administratively feasible following the date this Order is approved as a QDRO by the Plan. Benefits will be payable to the Alternate Payee in any form or permissible option otherwise available to participants under the terms of the Plan, except a joint and survivor annuity. The Alternate Payee will be responsible for paying any applicable withdrawal charges imposed under any investment account(s) with respect to his or her share under the plan.
10. **Alternate Payee's Rights and Privileges:** On and after the date that this Order is deemed to be a QDRO, but before the Alternate Payee receives a total distribution under the Plan, the Alternate Payee shall be entitled to all of the rights and election privileges that are afforded to Plan beneficiaries, including, but not limited to, the rules regarding the right to designate a beneficiary for death benefit purposes and the right to direct Plan investments, only to the extent permitted under the provisions of the Plan.
11. **Death of Alternate Payee:** In the event of the Alternate Payee's death prior to receiving the full amount of benefits assigned under this Order and under the benefit option chosen by the Alternate Payee, such Alternate Payee's beneficiary(ies), as designated on the appropriate form provided to the Plan or, in the absence of a beneficiary designation, the remainder of any unpaid benefits under the terms of this Order shall be paid in accordance with the terms of the Plan.
12. **Death of Participant:** Should the Participant predecease the Alternate Payee, such Participant's death shall in no way affect the Alternate Payee's right to the portion of the benefits as stipulated herein.
13. **Savings Clause:** This Order is not intended, and shall not be construed in such a manner as to require the Plan:
 - a. to provide any type or form of benefits or any option not otherwise provided under the Plan;
 - b. to provide increased benefits to the Alternate Payee;
 - c. to pay any benefits to the Alternate Payee which are required to be paid to another alternate payee under another order previously determined to be a QDRO; or
 - d. to make any payment or take any action which is inconsistent with any federal or state law, rule, regulation or applicable judicial decision.
14. **Certification of Necessary Information:** All payments made pursuant to this Order shall be conditioned on the certification by the Alternate Payee and the Participant to the Plan of such information as the Plan may reasonably require from such parties.

15. **Continued Qualified Status of Order:** It is the intention of the parties that this QDRO continue to qualify as a QDRO, as it may be amended from time to time, and that the Plan shall reserve the right to reconfirm the qualified status of the Order at the time benefits become payable hereunder.
16. **Tax Treatment of Distributions Made Under This Order:** For purposes Sections 402(a)(1) and 72 of the Code, or any successor Code section, any Alternate Payee who is the spouse or former spouse of the Participant shall be treated as the distributee of any distribution or payments made to the Alternate Payee under the terms of this Order, and as such, will be required to pay the appropriate federal income taxes on such distribution.
17. **Parties Responsibilities in Event of Error:** In the event that the Plan inadvertently pays the Participant any benefits that are assigned to the Alternate Payee pursuant to the terms of this Order, the Participant shall immediately reimburse the Alternate Payee to the extent that the Participant has received such benefit payments by paying such amounts directly to the Alternate Payee within ten (10) days of receipt.

 In the event that the Plan inadvertently pays the Alternate Payee any benefits that are to remain the sole property of the Participant pursuant to the terms of this Order, if the Participant has experienced a distributable event under the terms of the Plan, the Alternate Payee shall immediately reimburse the Participant to the extent that the Alternate Payee has received such benefit payments by paying such amounts directly to the Participant within ten (10) days of receipt. If the Participant has not experienced a distributable event under the terms of the Plan, the Alternate Payee shall immediately return such overpayment to the Plan within ten (10) days of receipt.
18. **Effect of Plan Termination:** In the event of a Plan termination, the Alternate Payee shall be entitled to receive his or her portion of the Participant's benefits as stipulated herein in accordance with the Plan's termination provisions for participants and beneficiaries.
19. **Continued Jurisdiction:** The Court retains jurisdiction over this matter to amend this Order to establish or maintain its status as a qualified domestic relations order, as amended and the original intent of the parties as stipulated herein. The Court shall also retain jurisdiction to enter such further orders as are necessary to enforce the assignment of benefits to the Alternate Payee as set forth herein.
20. **Fee:** A processing fee of \$250.00 shall be charged one-half (\$125.00) against the Alternate Payee's share/account and one-half (\$125.00) against the Participant's remaining account. In the event that the Alternate Payee is awarded 100% of the Participant's account balance as of the date this Order is processed pursuant to this Order, the entire processing fee shall be charged to the Alternate Payee's account/share. If there are not sufficient funds in either party's account to pay that party's respective share of the fee, the difference shall be charged to the other party.

BY THE COURT:

.....
 JUDGE

.....
 Petitioner

.....
 Respondent

Approved model form of Qualified Domestic Relations Order ("QDRO")

This is a Model Qualified Domestic Relations Order ("Model QDRO") that has been preapproved by Great-West for use by the Plan for outsourced Qualified Domestic Relations Order ("QDRO") services. Although this Model QDRO conforms with Federal QDRO requirements, it may need to be revised for state and/or local law and/or the specific requirements of the Plan itself. Further, the format of the Qualified Domestic Relations Order may vary depending upon the rules of the court in which the Participant obtains the Domestic Relations Order. For these reasons, this Model QDRO should be used only by the Plan after consultation with the Plan's counsel. Any revisions to the Model QDRO must be submitted to Great-West for approval for use with our outsourced QDRO services. Nothing contained in this Model QDRO shall be construed as tax or legal advice.

It is recommended that a proposed version of this order be submitted to Great-West with the body of the order filled in prior to entry of this order for purposes of your obtaining Great-West's preapproval of the proposed order.

Proposed and entered orders should be remitted to the Plan Recordkeeper as follows:

Great-West Retirement Services®
P.O. Box 173764
Denver, CO 80217-3764
Fax # (866) 745-5766

.....COURT, CITY OF, COUNTY OF

STATE OF

IN RE THE MARRIAGE OF:

.....

No.

Petitioner,)
and)
Respondent)

QUALIFIED DOMESTIC RELATIONS ORDER

AND NOW, this _____ day of _____, 20____, based on the findings set forth below,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

5. **Parties:** The parties hereto were husband and wife, and a divorce action is in this Court at the above number. This Court has personal jurisdiction over the parties. The parties were married on _____ and divorced on _____.
6. **Participant Information:** The name, last known address, social security number and date of birth of the plan "Participant" are:
 - a. Name: _____
 - b. SSN: _____
 - c. Address: _____
 - d. Date of Birth: _____
7. **Alternate Payee Information:** The name, last known address, social security number and date of birth of the "Alternate Payee" are:

- a. Name: _____
- b. SSN: _____
- c. Address: _____
- d. Date of Birth: _____

The Alternate Payee is the Participant's former spouse. The Alternate Payee shall have the duty to notify the Plan Administrator and/or Recordkeeper of any changes in mailing address subsequent to the entry of this Order.

- 8. **Plan Name.** The name of the Plan to which this Order applies is the City of Dunedin 401(a) Defined Contribution Plan, (hereafter referred to as "Plan").

Any changes in the Plan Administrator, Plan Sponsor, or name of the Plan shall not affect Alternate Payee's rights as stipulated under this Order.

- 8. **Effect of this Order as a Qualified Domestic Relations Order:** This Order creates and recognizes the existence of an Alternate Payee's right to receive a portion of the Participant's benefits payable under an employer-sponsored defined contribution plan that is qualified under Section 401 of the Internal Revenue Code (the "Code"). It is intended to constitute a Qualified Domestic Relations Order ("QDRO") under Section 414(p) of the Code.

- 9. **Pursuant to State Domestic Relations Law:** This Order is entered pursuant to the authority granted in the applicable domestic relations laws of _____.

- 10. **Provisions of Marital Property Rights:** This Order relates to the provision of marital property rights as a result of the Order of Divorce between the Participant and the Alternate Payee.

- 8. **Amount of Alternate Payee's Benefit:** This Order assigns to the Alternate Payee an amount equal to [choose either option 8A1 or 8A2 below]:

8A1 \$_____ of the Participant's Total Vested Account Balance under the Plan as of the date this Order is processed.

OR

8A2 \$_____(dollars and cents) or ____% (percent)] of the Participant's Total Vested Account Balance accumulated under the Plan as of _____ (or the closest valuation date thereto). The Alternate Payee's benefit herein awarded shall be credited with any investment income (or losses) attributable thereon from the aforesaid valuation date (or the closest valuation date thereto), until the date of transfer of the Alternate Payee's share to the Alternate Payee.

(Note to drafting attorney: The Plan's current recordkeeper is not able to determine the value of the Participant's account balance and any investment earnings and/or losses prior to _____. The parties will need to arrive at a dollar figure or percentage of benefits payable to the Alternate Payee as of a date that is no earlier than _____. The Plan's current recordkeeper can determine the account value and calculate any earnings and/or losses from _____ through the date assets are transferred or distributed to the Alternate Payee. Keep in mind that if you must adjust the valuation date forward and a percentage is awarded to the Alternate Payee in this section, you should consider whether to adjust the Alternate Payee's awarded percentage to account for any additional contributions (and any gains/losses accruing thereon) made by or for the Participant to the account after the originally intended valuation date.)

Such Total Account Balance shall be determined after the account is reduced by the outstanding balance of the Participant's account reduction loan(s), if any, as of the valuation date specified above, such that the Account Balance shall not include the outstanding balance of any account reduction loan(s) as of the valuation date. The obligation to repay any Participant Plan loan(s) from and after the date of this Order remains solely with

the Participant. Such Total Vested Account Balance shall include all amounts maintained under all of the various accounts and/or sub-accounts established on behalf of the Participant, including rollover and transfer contributions.

The Alternate Payee's portion of the benefits described above shall be allocated on a pro rata basis first from all of the core accounts and/or core investment options maintained under the Plan on behalf of the Participant other than life insurance or Self-Directed Brokerage ("SDB"), if any. The Plan shall redeem amounts from a life insurance contract, if any, issued for the Participant under the Plan only to the extent necessary to obtain the amount that this order awards to the Alternate Payee. If there are any SDB investments, and if the balance in the core investments is insufficient to satisfy the judgment, Participant must initiate a transfer of the amount needed to satisfy the judgment from the SDB into the core investments. If participant fails to initiate such a transfer, or if the transfer is insufficient to satisfy the judgment, one hundred percent (100%) of the SDB Money Market Fund will be transferred to the core investments. If the balance is still insufficient to satisfy the judgment, the entire SDB account may be liquidated and transferred to the core investments.

Unless the Alternate Payee elects an immediate lump sum distribution by the Plan at the time this Order is submitted to, and approved by, the Plan, such benefits shall also be segregated and separately maintained in a nonforfeitable Account(s) established on behalf of the Alternate Payee. This Account(s) will initially be established proportionately in the same core investment options as the Participant account. Alternate Payee may make subsequent investment selections as and when permitted under the terms of the Plan. Alternate Payee's account shall experience gains and or losses according to the investment experience of the investment options in which Alternate Payee's share is invested.

13. **Commencement Date and Form of Payment to Alternate Payee:** If the Alternate Payee so elects on an appropriate form, the benefits shall be paid to the Alternate Payee as soon as administratively feasible following the date this Order is approved as a QDRO by the Plan. Benefits will be payable to the Alternate Payee in any form or permissible option otherwise available to participants under the terms of the Plan, except a joint and survivor annuity. The Alternate Payee will be responsible for paying any applicable withdrawal charges imposed under any investment account(s) with respect to his or her share under the plan.
14. **Alternate Payee's Rights and Privileges:** On and after the date that this Order is deemed to be a QDRO, but before the Alternate Payee receives a total distribution under the Plan, the Alternate Payee shall be entitled to all of the rights and election privileges that are afforded to Plan beneficiaries, including, but not limited to, the rules regarding the right to designate a beneficiary for death benefit purposes and the right to direct Plan investments, only to the extent permitted under the provisions of the Plan.
15. **Death of Alternate Payee:** In the event of the Alternate Payee's death prior to receiving the full amount of benefits assigned under this Order and under the benefit option chosen by the Alternate Payee, such Alternate Payee's beneficiary(ies), as designated on the appropriate form provided to the Plan or, in the absence of a beneficiary designation, the remainder of any unpaid benefits under the terms of this Order shall be paid in accordance with the terms of the Plan.
16. **Death of Participant:** Should the Participant predecease the Alternate Payee, such Participant's death shall in no way affect the Alternate Payee's right to the portion of the benefits as stipulated herein.
13. **Savings Clause:** This Order is not intended, and shall not be construed in such a manner as to require the Plan:
 - a. to provide any type or form of benefits or any option not otherwise provided under the Plan;
 - b. to provide increased benefits to the Alternate Payee;
 - c. to pay any benefits to the Alternate Payee which are required to be paid to another alternate payee under another order previously determined to be a QDRO; or
 - d. to make any payment or take any action which is inconsistent with any federal or state law, rule, regulation or applicable judicial decision.

14. **Certification of Necessary Information:** All payments made pursuant to this Order shall be conditioned on the certification by the Alternate Payee and the Participant to the Plan of such information as the Plan may reasonably require from such parties.
15. **Continued Qualified Status of Order:** It is the intention of the parties that this QDRO continue to qualify as a QDRO, as it may be amended from time to time.
16. **Tax Treatment of Distributions Made Under This Order:** For purposes Sections 402(a)(1) and 72 of the Code, or any successor Code section, any Alternate Payee who is the spouse or former spouse of the Participant shall be treated as the distributee of any distribution or payments made to the Alternate Payee under the terms of this Order, and as such, will be required to pay the appropriate federal income taxes on such distribution.
17. **Parties Responsibilities in Event of Error:** In the event that the Plan inadvertently pays the Participant any benefits that are assigned to the Alternate Payee pursuant to the terms of this Order, the Participant shall immediately reimburse the Alternate Payee to the extent that the Participant has received such benefit payments by paying such amounts directly to the Alternate Payee within ten (10) days of receipt.

In the event that the Plan inadvertently pays the Alternate Payee any benefits that are to remain the sole property of the Participant pursuant to the terms of this Order, if the Participant has experienced a distributable event under the terms of the Plan, the Alternate Payee shall immediately reimburse the Participant to the extent that the Alternate Payee has received such benefit payments by paying such amounts directly to the Participant within ten (10) days of receipt. If the Participant has not experienced a distributable event under the terms of the Plan, the Alternate Payee shall immediately return such overpayment to the Plan within ten (10) days of receipt.
18. **Effect of Plan Termination:** In the event of a Plan termination, the Alternate Payee shall be entitled to receive his or her portion of the Participant's benefits as stipulated herein in accordance with the Plan's termination provisions for participants and beneficiaries.
19. **Continued Jurisdiction:** The Court retains jurisdiction over this matter to amend this Order to establish or maintain its status as a qualified domestic relations order, as amended and the original intent of the parties as stipulated herein. The Court shall also retain jurisdiction to enter such further orders as are necessary to enforce the assignment of benefits to the Alternate Payee as set forth herein.
20. **Fee:** A processing fee of \$250.00 shall be charged one-half (\$125.00) against the Alternate Payee's share/account and one-half (\$125.00) against the Participant's remaining account. In the event that the Alternate Payee is awarded 100% of the Participant's account balance as of the date this Order is processed pursuant to this Order, the entire processing fee shall be charged to the Alternate Payee's account/share. If there are not sufficient funds in either party's account to pay that party's respective share of the fee, the difference shall be charged to the other party.

BY THE COURT:

.....
JUDGE

.....
Petitioner

.....
Respondent

EMPOWER RETIREMENT ADVISORY SERVICES AGREEMENT

This Empower Retirement Advisory Services Agreement (this "Agreement") is entered into as of the 1st day of October 2016 by the City of Dunedin (the "Plan Sponsor") and Advised Assets Group, LLC ("AAG"), located at 8515 East Orchard Road, Greenwood Village, Colorado 80111.

RECITALS

Whereas, the Plan Sponsor has established defined contribution plans under the Internal Revenue Code (each a "Plan"); and

Whereas, the Plan Sponsor has selected Great-West Life & Annuity Insurance Company or First Great-West Life & Annuity Insurance Company (individually or collectively "Great-West"), to provide administrative, recordkeeping, and other services to the Plan as set forth in the service agreement between the Plan Sponsor and Great-West ("Service Agreement");¹ and

Whereas, Empower Retirement Advisory Services Brand is a brand name for the advisory services provided by AAG, a registered investment advisor; and

Whereas, AAG, a wholly owned subsidiary of Great-West, makes available investment guidance, advisory, and discretionary managed account services ("Services") to defined contribution plan participants; and

Whereas, AAG has selected an Independent Financial Expert ("IFE") pursuant to Department of Labor Advisory Opinion 2001-09A issued on December 14, 2001 to provide such services to AAG for use under Services; and

Whereas, the IFE has developed a methodology and proprietary software and technology used to provide participant level investment advice and discretionary managed account services; including personalized internet-based guidance, investment advisory services, and discretionary managed account services with respect to investment choices held within defined contribution plans; and

Whereas, the Plan Sponsor desires to make Services available to participants ("Participants") in the Plan pursuant to the terms outlined in Appendix A, attached hereto and incorporated herein; and

Now therefore, the parties hereto, in consideration of the mutual covenants and representations herein contained, do hereby agree as follows:

TERMS

Article 1 Selection

¹ Great-West Life & Annuity Insurance Company, Great-West Financial, Empower, and AAG are related entities. Great-West Life & Annuity Insurance Company is the main entity, but generally provides retirement services under the "Empower" name. AAG is a wholly owned subsidiary of Great-West that provides investment advisory services.

Plan Sponsor Initials: 

Plan Sponsor hereby agrees to retain AAG as investment adviser to the Plan to provide the services selected on Appendix A, as described in Article 2. By utilizing the Services described herein, the Plan Sponsor agrees to be bound by the terms and conditions of this Agreement.

Article 2 Services

2.1 AAG will make available Services to Participants in accordance with Appendix A. Services includes Online Investment Guidance, Online Investment Advice, and Managed Account Service as described in Appendix A.

Under Services, AAG does not provide advice for, recommend allocations of, or provide management services for individual stocks, self-directed brokerage accounts, guaranteed certificate funds, or employer-directed monies. A Participant's balance in employer-directed monies or transfer-restricted funds may be liquidated or transferred. AAG may not recognize certain types of transfer restrictions as applicable to adviser-initiated transfers. Participants may be required to liquidate the above-referenced funds prior to or as a condition of enrolling in Managed Accounts, subject to Plan and/or investment provider restrictions.

The Plan must select and at all times maintain Core Investment Options that cover the following broad asset categories in order to utilize the Online Investment Advice and the Managed Account Service under Services: Fixed Income/Cash, Bond, Large Cap, Small/Mid Cap, and International. The asset classes and Core Investment Options must meet the requirements of the IFE which may be amended from time to time. Should the requirements of the IFE not be met, AAG and the IFE have the right to suspend Services until the requirements of the IFE are satisfied. The IFE is solely responsible for determining the adequacy of exposure to the aforementioned asset classes and for determining the core asset class exposures needed for the provision of Online Investment Advice and the Managed Accounts Service.

AAG will on an ongoing basis review the methodology and services of the IFE and integrate the Plan's Core Investment Options into Services. AAG may make available to the Plan Sponsor certain periodic written reports related to Services.

Plan Sponsor agrees to provide or to assist AAG in obtaining all participant data that is necessary to perform its duties under this Agreement, including but not limited to: date of birth, income, gender, and state of residence.

2.2 Plan Sponsor hereby authorizes AAG to make Services available to Participants in accordance with Appendix A, using Participant information provided to AAG by Participants, the Plan Sponsor or its agents, and/or AAG's affiliates. Plan Sponsor acknowledges and agrees that Services will be provided by AAG based on the methodology and proprietary software provided by the IFE.

2.3 The Plan Sponsor understands, acknowledges and agrees that, unless otherwise specified, the Plan Sponsor's election under this agreement to offer the Services applies only to the Plan, rather than to other plans sponsored by the Plan Sponsor that may have investment lineups similar to the Plan.

2.4 Plan Participants shall pay all AAG fees, in accordance with the terms outlined in Appendix A, for the respective services utilized. Plan Sponsor authorizes Great-West to collect

Plan Sponsor Initials: *MS*

these fees on behalf of AAG and to deduct fees from Plan Participant accounts that enroll in Services and become actual users, in accordance with Appendix A.

2.5 AAG has authorized GWFS Equities, Inc. ("GWFS") and its licensed agents and registered representatives who are Great-West employees (collectively referred to as "Solicitors") to solicit, refer and market AAG's advisory services as described in Appendix A to participants who interact with AAG or Great-West.. GWFS is a Broker/Dealer, registered with the SEC and is an affiliate of AAG. The registered representatives of GWFS are employees of Great-West. AAG and GWFS, are wholly-owned subsidiaries of Great-West. In addition to their salary, Solicitors registered with GWFS and employed by Great-West, may earn additional bonus compensation for soliciting, referring and marketing AAG's advisory services.

2.6 AAG may provide additional services pursuant to instruction or direction from the Plan Sponsor. Any fees for such additional services will be agreed upon by AAG and the Plan Sponsor prior to the provision of additional services.

Article 3 Representations and Warranties

3.1 Both Parties. Each party hereto represents, warrants and consents that (a) it is authorized to enter into and perform its obligations under this Agreement; (b) any actions by, or filings with, any governmental body required for the party to enter into and perform its obligations under this Agreement have been taken or made or will be taken or made when required; (c) entering into and performing its obligations under this Agreement does not violate any applicable law, rule or regulation or its organizational documents or any other binding instrument; (d) this Agreement has been duly executed and delivered; and (e) it will perform its obligations in compliance with all applicable laws, rules and regulations.

3.2. AAG

(a) AAG represents that it is registered as an investment adviser under the Investment Advisers Act of 1940 ("Advisers Act").

(b) AAG acknowledges and agrees that it is an investment adviser and fiduciary under the Advisers Act and is a fiduciary under the Employee Retirement Income Security Act of 1974, as amended ("ERISA") to the extent it provides Online Investment Advice to Participants.

(c) AAG acknowledges and agrees that it is an investment adviser and fiduciary under the Advisers Act and is an investment manager under state law to the extent it provides the Managed Account Service to Participants.

(d) AAG represents that the IFE is not affiliated with AAG or Great-West and that AAG has entered into an agreement with the IFE. AAG's agreement with the IFE includes representations that the IFE: (i) is registered as an investment adviser under the Advisers Act, and (ii) will maintain the required federal or state investment advisory registrations that permit it to perform its obligations under its agreement with AAG, and (iii) will act, at all times in providing the methodology and software for AAG's suite of advisory services (the "Program") in conformity with the requirements imposed upon an IFE as described in the Advisory Opinion 2001-09A issued on December 14, 2001 by the U.S. Department of Labor (the "DOL") and any modifications or amendments thereto, to the extent that the Advisory Opinion is applicable to the operation of the Program.

3.3 Plan Sponsor. Plan Sponsor represents that it is the Plan fiduciary with the authority to execute this Agreement on behalf of the Plan and its Participants and commit to the
Plan Sponsor Initials: PLS

terms of this Agreement. Plan Sponsor, by itself and on behalf of the Plan, represents and acknowledges that it has received and read AAG's Form ADV Part II (or equivalent), consistent with Rule 204-3 of the Advisers Act. Plan Sponsor acknowledges that the Core Investment Options offered through the Plan(s) were chosen by the Plan Sponsor and not by AAG, Great-West, or the IFE.

Article 4 Term, Termination & Substitution of IFE

4.1 Term and Termination of this Agreement. This Agreement shall be effective as of the date stated above (the "Effective Date") and continue in force for five years from the Effective Date ("Initial Term"). This Agreement may be terminated prior to the end of the Initial Term or any Renewal Term in the following circumstances:

- (a) Plan Sponsor may terminate this Agreement upon written notice to AAG if Plan Sponsor determines in good faith that the Agreement is not consistent with its fiduciary duties under ERISA, if applicable, or applicable state law;
- (b) In the event that Plan Sponsor terminates its Service Agreement with Great-West, or the Service Agreement expires pursuant to its own terms, this Agreement shall automatically terminate, effective on the same date the Service Agreement between Plan Sponsor and Great-West terminates or expires; or
- (c) AAG may terminate this Agreement under the conditions set forth in Section 4.2; or
- (d) Either may terminate this Agreement without cause upon ninety(90) days written notice to other party.

Upon termination of this Agreement for any reason, all Actual Users, as defined in Appendix A, will be immediately restricted from using Services.

4.2 Substitution of the IFE. During the term of this Agreement, AAG reserves the right to replace the IFE in its sole discretion. AAG will promptly notify the Plan Sponsor of any such change. In such event, a replacement Appendix A will be provided to Plan Sponsor, if, in AAG's sole discretion, a replacement Appendix A is deemed necessary. In the event AAG is unable to contract with a suitable replacement IFE, this Agreement shall automatically terminate upon written notice to the Plan Sponsor.

Article 5 Confidentiality

5.1 AAG and the IFE's Confidential Information. Plan Sponsor acknowledges that information regarding AAG, the IFE, and Services including, without limitation, the databases, hardware, software, programs, engine, protocols, models, displays and manuals, including, without limitation, the selection, coordination, and arrangement of the contents thereof are intellectual property and trade secrets, proprietary to AAG and/or the IFE, as applicable, and constitute "Confidential Information." Plan Sponsor acknowledges that all nonpublic information regarding the business and affairs of AAG and the IFE including, but not limited to, business plans, agreements with third parties, fees, services, customers, and finances, constitute Confidential Information.

Plan Sponsor Initials: *JHS*

5.2 Plan Sponsor's Confidential Information. All nonpublic information regarding the Plan, the business and affairs of the Plan Sponsor, all Plan Sponsor intellectual property and all personal information of Participants including, but not limited to, the names, addresses, social security numbers, financial information and compensation data of the Participants, learned by AAG or the IFE in the performance of this Agreement constitutes Confidential Information of the Plan Sponsor. Notwithstanding the foregoing, AAG may provide nonpublic information it learns about Participants to the Plan Sponsor and the plan provider for reporting purposes.

5.3 Non-Confidential Information. Anything in this Agreement to the contrary notwithstanding, except with regard to personal information of Participants, the term "Confidential Information" does not include information regarding a party which (i) was, is or becomes generally available to the public other than as a result of a disclosure by the receiving party or any of its affiliates, agents or advisors, (ii) was or becomes available to a party or its affiliates from a source other than the disclosing party or its affiliates or advisors, provided that such source is not bound by a confidentiality agreement for the benefit of the disclosing party, (iii) was within a party's possession prior to being furnished by or on behalf of the other party provided that the sources of such information were not covered by a confidentiality agreement in favor of the party owning the confidential information, provided such confidentiality agreement was known to the receiving party at the time the information is obtained.

5.4 Treatment of Confidential Information. Confidential Information will be used by a party in connection with the performance of its obligations under this Agreement. Each party will receive the Confidential Information in confidence and not disclose it to any third party except as may be necessary to perform its obligations under this Agreement, to review or evaluate the services provided or as required by law or as agreed to in writing by the other party. Each party further agrees to take or cause to be taken all reasonable precautions to maintain the secrecy and confidentiality of the Confidential Information. Neither party may disclose, and shall make reasonable efforts to prevent the disclosure of, any part of the Confidential Information to another person except as permitted by this Article 5. Confidential Information may be disclosed to a party's directors, officers, employees, consultants, representatives, and the Plan's recordkeeper (each a "Representative") who need to know in order to further the purposes and intent of this Agreement. Disclosure of Confidential Information may be made to such Representative only after the Representative has been informed of the confidential nature of such information and has agreed to be bound by the terms of this Agreement's confidentiality provisions.

Article 6 Miscellaneous

6.1 Notwithstanding anything else contained herein, this Agreement may be amended, supplemented or restated only with the written consent of both parties. The parties agree that they will amend, supplement or restate this Agreement as necessary to comply with changes to applicable law, as amended from time to time. For the purposes of this Section 6.1, "written consent of both parties" shall be deemed to include electronic mail transmissions only if such transmissions include PDF or other facsimile transmissions clearly reproducing the manual signature of an officer of each party who is authorized to execute an amendment of this Agreement and specifically referencing this Section of this Agreement.

6.2 This Agreement and its Appendices constitute the entire agreement between the parties relating to the subject matter hereof.

Plan Sponsor Initials: *PLS*

6.3 This Agreement will be governed by, and interpreted according to, Florida law without regard to its conflict of law principles, except to the extent it may be preempted by federal law.

6.4 Plan Sponsor acknowledges that neither AAG nor Great-West makes any representation concerning the tax treatment regarding an election by a Plan Sponsor to pay (or have the Plan or Participant pay) for Services.

6.5 AAG is not liable for any losses a Participant may incur if the value of his or her account should decrease related to the Participant's use of any component of Services and/or the Participant's investment decisions in following, or not following, any investment advice produced through Services except as provided in Section 6.7.

6.6 Plan Sponsor or its designee, including any third parties retained by Plan Sponsor, shall provide all data and information necessary for AAG's performance of the Services in a manner and format acceptable to AAG. Plan Sponsor agrees that AAG shall be entitled to fully rely upon the accuracy and completeness of data and information submitted by the Plan Sponsor to AAG, and that AAG will have no duty or responsibility to verify such data or information. AAG is not liable for any losses or claims to a Participant's account that are a result of inaccurate data provided from the Plan Sponsor to AAG.

6.7 Neither party shall be liable for any delay or failure to perform its obligations (other than a failure to comply with payment obligations) hereunder if such delay or failure is caused by an unforeseeable event beyond the reasonable control of a party, including without limitation: act of God; fire; flood; earthquake; labor strike; sabotage; fiber out; embargoes; power failure, e.g., rolling blackouts, electrical surges or current fluctuations; lightning; supplier's failures; act or omissions of telecommunications common carriers; material shortages or unavailability or other delay in delivery; lack of or delay in transportation; government codes, ordinances, laws, rules, regulations or restrictions; war or civil disorder, or act of terrorism.

6.8 Indemnity and Limitation of Liability.

(a) AAG agrees to indemnify the Plan Sponsor and the Plan, hold each of them harmless and defend each of them from any Liability (as defined below) directly resulting from either the following: (i) any breach of fiduciary duty by AAG; (ii) AAG's material nonperformance of its obligations under this Agreement or (iii) negligence or willful misconduct by AAG or the IFE, to the extent that such Liability is not caused by the Plan Sponsor's breach of this Agreement, or caused by or attributable to an act or omission, negligence or willful misconduct of the Plan Sponsor or a Participant user.

(b) The Plan Sponsor agrees to indemnify AAG and its Representatives, hold them harmless and defend them from any Liability directly resulting from either or both of the following: (i) any breach of fiduciary duty by the Plan Sponsor; or (ii) the Plan Sponsor's material performance or nonperformance of its obligations under this Agreement.

For purposes of this Section 6.8, "Liability" means liability, damages, losses, and expenses, including reasonable attorneys' fees.

Neither party will be responsible to the other party for any Liability attributable to an act or omission of a Participant user, the other party, or a third party. NO PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT OR

Plan Sponsor Initials: 

PUNITIVE DAMAGES, EVEN IN THE EVENT OF A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Each party's indemnity extends to the other party's fiduciaries, agents, directors, officers, trustees, custodians and employees. Either party's indemnity obligations will be reduced to the extent that its ability to manage the claim is materially harmed by any failure of the other to give prompt notice of the claim, complete information and reasonable assistance to defend or settle the claim. The Indemnity does not cover any Liability for which the indemnified party actually receives reimbursement or indemnification from another person, including under a liability insurance policy. Any finding that any aspect of this indemnification provision is unenforceable by operation of law will not affect any other portion of this provision.

6.9 If any provision of this Agreement is invalid or unenforceable, the remainder of the Agreement will remain in effect.

6.10 Except as specifically provided herein, neither party may assign any of its rights or obligations under this Agreement without the written consent of the other party, which will not be unreasonably withheld or delayed. This Agreement will bind and inure to the benefit of the parties as well as their permitted successors and assigns.

6.11 The failure of a party to enforce any provision or obligation of this Agreement will not constitute a waiver of the provision or obligation or of any future obligation. A party's delay or failure in performance resulting from causes or conditions beyond its reasonable control will not constitute a breach or default.

6.12 Notices will be in writing and sent to the address specified in this Agreement or to any new address the party has supplied.

6.13 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original instrument, but all of which counterparts together shall constitute one and the same instrument. Transmission by facsimile of an executed counterpart signature page hereof by a party hereto shall constitute due execution and delivery of this Agreement by such party.

6.14 AAG currently maintains an Errors and Omission Liability Insurance policy in the amount of \$5,000,000 in the aggregate.

Plan Sponsor Initials: *ps*

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date stated above.

City of Dunedin

By:



Print Name: Theresa E Smalling

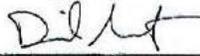
Title: Director of HR & Risk Management

Address: 750 Milwaukee Avenue

Dunedin, FL 34698

Advised Assets Group, LLC

By:



Print Name: David Musto

Title: President & Chief Executive Officer

Address: 8515 East Orchard Road, 10T2

Greenwood Village, CO 80111

(Fax) 303-737-6544

Plan Sponsor Initials: 

APPENDIX A – EMPOWER RETIREMENT ADVISORY SERVICES TERM SHEET

Plan Sponsor: City of Dunedin
Plan(s): 401(a) and 457(b)
Initial Term: Five years from the Effective Date.

A. Participant Fees:

Participant means an employee, and/or former employee, who is enrolled in and has established an account in the Plan. Participants that enroll in any of the below services become actual users ("Actual Users").

Online Investment Guidance – AAG's online investment guidance tool (the "Guidance Service") is geared toward Participants who wish to manage their own retirement accounts. It is an online tool that provides personalized asset allocation assistance without recommending any one specific fund. There is no fee for using Online Investment Guidance.

Online Investment Advice – AAG's online investment advice service (the "Advice Service") is geared toward Participants who wish to manage their own retirement accounts while taking advantage of on-line guidance and investment advice. Participants are provided on-line guidance and investment advice for a personalized recommended investment portfolio. This is an online tool that provides personalized investment option specific recommendations based upon a participant's financial situation. Each enrolled Participant receives a personalized investment portfolio that reflects the Plan Core Investment Options and the Participant's retirement timeframe, life stages, risk tolerance, and overall financial picture, including assets held outside the Plan (if the Participant elects to provide this information), which may be taken into consideration when determining the allocation of assets in the Participant's Plan account (AAG does not provide advice for, recommend allocations of, or manage a Participant's outside or non-Core Investment Option assets). Core Investment Options are those investment options selected for use in the Plan by Plan Sponsor that provide investment choice under the following asset categories: Fixed Income/Cash, Bond, Large Cap, Small/Mid Cap, and International. Core Investment Options do not include any employer stock alternatives or self-directed brokerage option alternatives. The Participant then implements the recommended investment portfolio and manages his or her retirement account on-line. The Advice service is a one-time event and the participant will monitor his own account.

The fee for Online Investment Advice is \$25.00 for each year in which the service is used, assessed, quarterly. This fee can be paid for by the Plan Sponsor or the Plan Participant. If it is paid for by the Participant, the fee will be debited from the accounts of those Actual User accounts as of the last calendar day of each quarter; however, if the Actual User cancels his or her enrollment in Online Investment Advice, the fee will still be debited from the Actual User's account. As well, if the Plan terminates its Service Agreement with Great-West, the fee will be debited upon such termination. Enrollment in the Online Investment Advice at any time during a quarter will result in the Actual User account being debited, or the Plan Sponsor incurring the charge for the quarterly fee.

Plan Sponsor Initials: MS

Plan Sponsor agrees the Online Investment Advice fee will be paid for by a Plan Participant, as described above, unless the following box is checked.

Plan Sponsor Pay

Managed Account Service – AAG’s discretionary managed accounts (Managed Account”) is geared toward Participants who wish to have a qualified financial expert select among the Plan’s available Core Investment Options and manage their retirement accounts for them. The Participant receives a personalized investment portfolio that reflects the Plan Core Investment Options and the Participant’s retirement timeframe, life stages, risk tolerance and overall financial picture, including assets held outside the Plan (if the Participant elects to provide this information), which may be taken into consideration when determining the allocation of assets in the Participant’s Plan account (AAG does not provide advice for, recommend allocations of, or manage a Participant’s outside or non-Plan assets). Under Managed Account, AAG has discretionary authority over allocating among the available Core Investment Options, without prior Participant approval of each transaction.

Managed Account assets in the Plan’s Core Investment Options will be automatically monitored, rebalanced, and reallocated every quarter by AAG based on data resulting from the methodologies and software employed by the IFE to respond to market performance and to ensure optimal account performance over time. Participants will receive an account update and forecast statement annually and can update personal information at any time by calling AAG at the Plan’s toll-free customer service number, or visiting the Plan’s web site.

The tiered pricing described in the table below applies to Managed Account Service. Actual Users will be charged a quarterly fee based on their average assets under management while participating in the Managed Account Service. The fee will generally be debited from the Actual User’s account as of the last calendar day of each quarter. If the Actual User cancels participation in the Managed Account Service, the fee is calculated through the date of cancellation based on their average assets under management during the quarter for which the Actual User participated in the Managed Account Service. As well, if the Plan terminates its Service Agreement with Great-West, the fee will be debited upon such termination. The fee for an Actual User is depicted below.

| <i>Participant Account Balance</i> | <i>Managed Account Annual Fee</i> |
|---|-----------------------------------|
| First \$100,000 of account balance | 0.50 % |
| Next \$150,000, up to \$250,000 account balance | 0.40 % |
| Next \$150,000, up to \$400,000 account balance | 0.30 % |
| Amounts greater than \$400,000 | 0.20 % |

For example, if an Actual User’s account balance subject to Managed Account Service is \$50,000, the fee is 0.50% of the account balance. If the account balance subject to Managed Account Service is \$500,000, the first \$100,000 will be subject to a fee of 0.50%, the next \$150,000 will be subject to a fee of 0.40%, the next \$150,000 will be subject to a fee of 0.30%, and amounts over \$400,000 will be subject to a fee of 0.20%.

Plan Sponsor Initials: Ths

Plan Sponsor agrees the Managed Account Service fee will be paid for by a Plan Participant, as described above, unless the following box is checked.

Plan Sponsor Pay

AAG reserves the right to offer certain plan discounted fees or other promotional pricing.

Actual Users must allocate all of their account balance to the Managed Account Service. Partial management of the account whereby Actual Users can invest in other Core Investment Options while also participating in the Managed Account Service is not an option. Once enrolled in the Managed Account Service, Actual Users will no longer be able to make allocation changes to their accounts online, via paper, or through the Plan's existing toll-free customer service number. In addition, Actual Users will not be able to make fund-to-fund transfers, change fund allocations, or utilization of dollar cost averaging and/or rebalancer. Actual Users may still request and be approved for loans, take a distribution, and retain full inquiry access to their account. All of the aforementioned functionality will be restored to the Actual User's account no later than the next business day markets are open after they cancel their participation in the Managed Account Service. AAG is solely responsible for notifying participants of these restrictions.

Actual Users may cancel their participation in Managed Account Service at any time by completing the cancellation form available online through the Plan web site or by calling AAG at the Plan's existing toll-free customer service number.

B. Communication and Ongoing Maintenance Fee: Included. The communication and ongoing maintenance fee includes monitoring the use of Services, and integrating Services communications into the Plan's overall communications campaign, including enrollment materials, forms, web site, and group meetings.

As part of a participant's enrollment in the Managed Account service, the participant will receive the Managed Account Welcome Kit shortly after enrollment. The participant will receive an Annual Kit shortly after their birthday. Each kit provides the participant an update on their account and reaching their retirement goals. Standard materials may include a discussion of Services in enrollment/education materials, on the web site, and/or in personalized Participant materials. Additional or custom Participant communications materials may be used by AAG and may be paid for by AAG, Great-West or the Plan Sponsor. Such additional or custom communications may include targeted marketing techniques based upon participant demographical and/or account data (including but not limited to age, income, deferral rates, current investment elections) to identify participants who may benefit from participation in the Managed Account Service.

C. Addition of New Plans: Tax-deferred plans not listed at the top of this Appendix A that are added to Plan Sponsor's program after the Effective Date will not be included in this Agreement, and will be subject to additional fees.

D. Services will have limited capabilities for purposes of enrollment, rebalancing or reforecasting for approximately up to ten (10) business days following changes to the investment option lineup. Other functionality will be available during this time. AAG and the IFE need to conduct a new analysis of the available investment option array to

Plan Sponsor Initials: MS

accommodate these changes. This analysis will take approximately 10 business days, during which time, the Online Investment Guidance, Online Investment Advice, and Managed Account services will not be available for participant use. Once the analysis is complete, the Online Investment Guidance, Online Investment Advice, and Managed Account services will once again be available.

Plan Sponsor Initials: THS

RESOLUTION 17-06

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DUNEDIN PURSUANT TO THE ADOPTION OF ORDINANCE 16-25 WHICH ESTABLISHED A PARKING MANAGEMENT SYSTEM WITHIN THE COMMUNITY REDEVELOPMENT AREA, ESTABLISHED PARKING LOCATIONS, PAYMENT TYPE IN PAID PARKING AREAS AND COMPLIMENTARY (FREE) PARKING AREAS, ESTABLISHED A SCHEDULE OF FINES FOR PARKING VIOLATIONS WITHIN THE CITY, ESTABLISHED LOCATIONS OF THE RESIDENTIAL PARKING PERMIT PROGRAM AREAS AND THE RIGHT TO OPT OUT, ESTABLISHED PAID PARKING ENFORCEMENT HOURS, ESTABLISHED A PAID PARKING DISCOUNT FOR RESIDENTS OF THE CITY AND A PROCESS FOR RESIDENTS OF THE CITY TO OBTAIN THE DISCOUNT, AND ESTABLISHED THE COST OF PARKING PASSES FOR EMPLOYEES OF BUSINESSES LOCATED IN THE CRA FOR USE IN PARKING AREAS; AUTHORIZING SPECIAL EVENT PARKING FEE AT CERTAIN PARKING LOCATIONS; REPEALING RESOLUTION 16-22; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the City Commission of the City of Dunedin has adopted a Parking Management System through the adoption of Ordinance 16-25; and

WHEREAS, Ordinance 16-25 provides that parking locations, payment type in paid parking areas and free parking areas shall be established by resolution of the City Commission; and

WHEREAS, Ordinance 16-25 provides that the schedule of fines for parking violations within the City shall be established by resolution of the City Commission; and

WHEREAS, Ordinance 16-25 provides that the locations of the residential parking permit program areas shall be established by resolution of the City Commission; and

WHEREAS, the City Commission adopted Resolution 16-22 to fulfill the requirement of Ordinance 16-25; and

WHEREAS, the City Commission wishes to revise hourly rates, hours of paid parking, the cost of the employee pass and the Residential Parking Program; and

WHEREAS, the purpose of this resolution is to make those revisions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY ASSEMBLED:

Section 1. The City Commission of the City of Dunedin hereby establishes the following parking locations for paid parking areas, the hourly rate and the complimentary (free) parking areas as follows:

1. The hourly rate for paid parking shall be \$1.50 per hour of parking time.
2. The following parking areas are complimentary from 10:00 a.m. to 6:00 p.m., Monday through Friday. However, users will be required to pay for parking Monday through Friday, 6:00 p.m. through 10:00 p.m. and 10:00 a.m. through 10:00 p.m., on Saturday and Sunday.
 - a. Dunedin Marina and Marina Plaza Drive
 - b. 228 Main Street (Peebles and Gracy) lot
 - c. Victoria Drive (Victoria Place)
 - d. Broadway (from Scotland to Main)
 - e. Monroe Street (from Broadway to the Pinellas Trail)
 - f. Main Street (from Highland to Skinner Blvd)
 - g. Louden Avenue (from Virginia to Main)
 - h. Park Street (from Louden to Milwaukee)
 - i. Milwaukee Avenue (from Virginia to Skinner)
 - j. 500 Wood Street (1st Baptist Church)
 - k. Wood Street (from Highland to Main)
3. The following parking areas ("Downtown Core") require payment for use Monday through Sunday, 10:00 a.m. through 10:00 p.m.:
 - a. Monroe Street lot
 - b. 940 Douglas Avenue (future parking garage)
 - c. West Railroad Avenue (adjacent to Pinellas Trail)
 - d. 349 Main Street (Dunedin Historical Society) lot
 - e. Virginia Lane (from Douglas to Main)
 - f. Honey Lane
 - g. Douglas Avenue (from Scotland to Skinner)
 - h. Highland Avenue (from Wood to Grant)

- i. Highland Avenue/Wood Street parking lot
- 4. The Complimentary Parking Areas are:
 - a. 715 Edgewater Drive (Bushnell Lot)
 - b. 362 Scotland Street (Station Square)
 - c. 411 Wood Street (First United Methodist Church) based on availability
 - d. Edgewater Park (angled spaces)

Section 2. The City Commission of the City of Dunedin hereby establishes and sets a schedule of fines for parking violations within the City of Dunedin as follows:

| | |
|---|----------|
| 1. Parking overtime (sign) | \$30.00 |
| 2. Parking overtime (pay stationed) | \$30.00 |
| 3. Parking in permit area without valid permit displayed | \$30.00 |
| 4. Parking in area posted no parking during specified hours | \$30.00 |
| 5. Parking in area posted authorized vehicle only | \$30.00 |
| 6. Within fifteen (15) feet of fire hydrant | \$30.00 |
| 7. Within thirty (30) feet of traffic-control device | \$30.00 |
| 8. Parking on private property | \$30.00 |
| 9. Parking on crosswalk | \$30.00 |
| 10. Loading zone | \$30.00 |
| 11. Parking in prohibited neighborhood zones | \$30.00 |
| 12. Parking on sidewalk | \$30.00 |
| 13. Blocking driveway | \$30.00 |
| 14. Blocking alley or overtime parking in alley | \$30.00 |
| 15. Double parking | \$30.00 |
| 16. Obstructing traffic | \$30.00 |
| 17. Parking facing oncoming traffic (1- or 2-way road) | \$30.00 |
| 18. Parking in safety zone | \$30.00 |
| 19. Parking in posted no parking area | \$30.00 |
| 20. Parking in parking spaces provided for disabled persons in violation of section 26-144 of this Code | \$250.00 |

| | |
|--|----------|
| 21. Parking in or blocking any area designated as an access aisle for persons with disabilities per F.S. § 316.1955(2) | \$250.00 |
| 22. Parking in fire lanes | \$30.00 |
| 23. Parking in courier zones | \$30.00 |
| 24. Other parking violations not listed above | \$30.00 |

Section 3. The City Commission of the City of Dunedin hereby establishes the following locations for the Residential Parking Permit Program Areas:

1. Victoria Drive from Main St. to Washington St.
2. Monroe St. from Victoria Dr. to Broadway.
3. Washington St. from Victoria Dr. to Broadway.
4. Howard Ave.
5. Highland Ct.
6. Highland Ave. from Grant St. to Skinner Blvd.
7. Grant St. from Douglas Ave. to Highland Ave.
8. Wood St. from Douglas Ave. to Orange Ave.
9. Scotland St. from Edgewater Dr. to Orange Ave.
10. Wilkie St. from Highland Ave. to Orange Ave.
11. James St. from Douglas Ave. to Orange Ave.
12. Highland Ave. from Wood St. to James St.
13. Loudon Ave. from Wood St. to James St.
14. Albert St. from Edgewater Dr. to Douglas Ave.
15. President St. from Edgewater Dr. to Douglas Ave.
16. Broadway from Scotland St. to President St.
17. Chicago Ave. from James St. to Lyndhurst St.

Residents may opt out of the Residential Parking Permit Program, on a block by block basis, by providing the City with a Petition reflecting the signatures of at least 51% of the residents on that block confirming that those residents do not want to participate in the said program.

Section 4. The City Commission of the City of Dunedin hereby establishes for residents of the City a discount and a process by which the residents of the City can obtain the discount and/or waiver as follows:

1. Residents of the City can receive a 20% discount on their parking fees by doing the following:

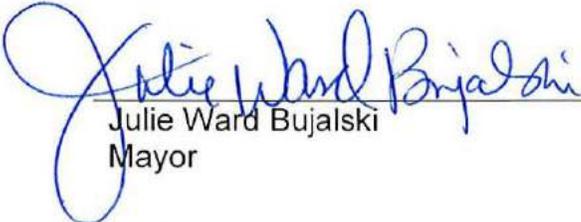
- a. Open a Parkmobile phone app account.
- b. Register their license plate with proof of residency at the Planning & Development Department. Proof of residency requires a valid driver's license or a current City of Dunedin utility bill.
- c. The Parkmobile transaction fee will also be waived for registered residents.

Section 5. The City Commission of the City of Dunedin hereby establishes a \$45.00 per quarter parking pass for employees of businesses located in the CRA for parking areas other than the Downtown Core referenced in Section 1, paragraph 3, above.

Section 6. The City Commission of the City of Dunedin hereby authorizes the use of the parking areas at 500 Wood Street and Dunedin Marina for special event parking at the rate of \$5.00 per vehicle per day during the special event.

Section 7. That this Resolution shall take effect at 10:00 a.m. on Monday, February 13, 2017.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 2nd day of February, 2017.


Julie Ward Bujalski
Mayor

ATTEST:


Denise Kirkpatrick
City Clerk

RESOLUTION 17-07

A RESOLUTION OF THE CITY OF DUNEDIN, FL, AMENDING THE OPERATING AND CAPITAL BUDGETS FOR THE CITY OF DUNEDIN, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the City Commission has considered pertinent facts and data relative to municipal finance status and needs; and

WHEREAS, the City Commission now desires to revise the FY 2017 Operating and Capital Budget; now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, DULY ASSEMBLED THAT:

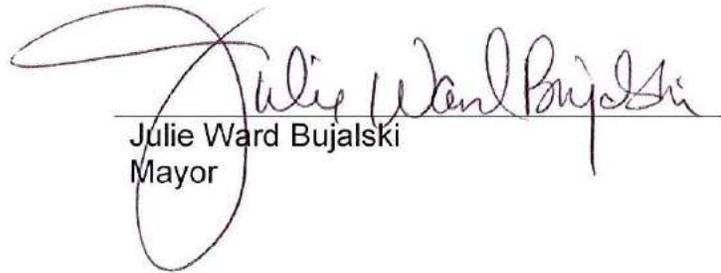
Section 1. This Budget Amendment Resolution provides for budget transfers between funds and projects, and for various adjusting entries, as follows:

1. Appropriation of expenses in the Solid Waste Fund resulting in a decrease in fund balance of \$941,186.
2. Appropriation of expenses in the Fleet Fund resulting in an increase in fund balance of \$857,666.
3. Appropriation of revenue and expenses in the General Fund resulting in no net impact on fund balance.
4. Appropriation of revenue and expenses in the Water/Wastewater Fund resulting in no net impact on fund balance.
5. Appropriation of expenses in the IT Services Fund resulting in an increase in fund balance of \$87,800.

Section 2. Necessary accounting entries to affect these changes are directed as detailed in Exhibit A.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 14th day of March, 2017.



Julie Ward Bujalski
Mayor

ATTEST:



Denise Kirkpatrick
City Clerk

Exhibit A: Resolution 17-07 Item Descriptions

FY 2017 Second Quarter Budget Amendment

| Item | Fund | Description | Project | FY 2017 Budget | Proposed Change | FY 2017 Amended | Impact on Fund Balance |
|------|---------------------|---|---------|----------------|-----------------|-----------------|------------------------|
| A | SOLID WASTE | <ul style="list-style-type: none"> • INCREASE SOLID WASTE ADMIN'S PROFESSIONAL SVCS BUDGET FOR SOLID WASTE MANAGEMENT REPORT, BENCHMARKING STUDY, PROCUREMENT ASSISTANCE AND OPERATIONAL ASSESSMENT. | N/A | - | 57,520 | 57,520 | (57,520) |
| B | FLEET / SOLID WASTE | <ul style="list-style-type: none"> • INCREASE VEHICLE CAPITAL EXPENSES IN RESIDENTIAL SOLID WASTE | N/A | 247,900 | 267,300 | 515,200 | (267,300) |
| | | <ul style="list-style-type: none"> • DECREASE VEHICLE CAPITAL EXPENSES IN COMMERCIAL SOLID WASTE | N/A | 603,400 | (267,300) | 336,100 | 267,300 |
| | | <ul style="list-style-type: none"> • INCREASE FLEET ISF EXPENSE FOR RESIDENTIAL SOLID WASTE TRUCK'S REHAB COSTS | N/A | 587,000 | 26,000 | 613,000 | (26,000) |
| | | <ul style="list-style-type: none"> • INCREASE FLEET REVENUE FOR RESIDENTIAL SOLID WASTE TRUCK'S REHAB COSTS | N/A | 2,774,200 | 26,000 | 2,800,200 | 26,000 |
| C | WATER / WASTEWATER | <ul style="list-style-type: none"> • INCREASE FLEET OPERATING EXPENSES | N/A | 460,000 | 26,000 | 486,000 | (26,000) |
| | | <ul style="list-style-type: none"> • RETURN \$150,000 FROM PROJECT 511603 / SR580 WATER MAIN TIE INS | 511603 | 1,188,071 | (150,000) | 1,038,071 | 150,000 |
| | | <ul style="list-style-type: none"> • APPROPRIATE \$150,000 OF RESTRICTED WATER IMPACT FEES FOR PROJECT 511703 HEATHER RIDGE | 511703 | 1,038,081 | 150,000 | 1,188,081 | (150,000) |
| D | GENERAL | <ul style="list-style-type: none"> • APPROPRIATE \$35,000 REVENUE FROM THE GATEWAY PROJECT REFUND TO THE CITY | N/A | 75,000 | 35,000 | 110,000 | 35,000 |
| | | <ul style="list-style-type: none"> • APPROPRIATE THE EXPENSE OF \$35,000 FOR APPRAISAL, SURVEY AND ADVERTISEMENT OF PARCEL | N/A | 15,000 | 35,000 | 50,000 | (35,000) |
| E | FLEET / SOLID WASTE | <ul style="list-style-type: none"> • DECREASE CARRY-FORWARD ENCUMBRANCE FROM FY 2016 IN THE FLEET FUND FOR FY 2016 SOLID WASTE RESIDENTIAL VEHICLE PURCHASES | N/A | 574,916 | (574,916) | - | 574,916 |
| | | <ul style="list-style-type: none"> • DECREASE CARRY-FORWARD ENCUMBRANCE FROM FY 2016 IN THE FLEET FUND FOR FY 2016 SOLID WASTE COMMERCIAL VEHICLE PURCHASES | N/A | 282,750 | (282,750) | - | 282,750 |
| | | <ul style="list-style-type: none"> • INCREASE CARRY-FORWARD ENCUMBRANCE FROM FY 2016 IN SOLID WASTE RESIDENTIAL FOR FY 2016 VEHICLE PURCHASES | N/A | 247,900 | 574,916 | 822,816 | (574,916) |
| | | <ul style="list-style-type: none"> • INCREASE CARRY-FORWARD ENCUMBRANCE FROM FY 2016 IN SOLID WASTE COMMERCIAL FOR FY 2016 VEHICLE PURCHASES | N/A | 603,400 | 282,750 | 886,150 | (282,750) |
| F | WATER / WASTEWATER | <ul style="list-style-type: none"> • COMBINE MEMBRANE TREATMENT SYSTEM INTO WTP DESIGN-BUILD | 511601 | 4,031,781 | (745,000) | 3,286,781 | 745,000 |
| | | <ul style="list-style-type: none"> • COMBINE PRETREATMENT SYSTEM INTO WTP DESIGN-BUILD | 510602 | 3,286,781 | (1,170,000) | 2,116,781 | 1,170,000 |
| | | <ul style="list-style-type: none"> • COMBINE WTP SCADA INTO WTP DESIGN-BUILD | 511606 | 2,116,781 | (370,400) | 1,746,381 | 370,400 |
| | | <ul style="list-style-type: none"> • COMBINE MEMBRANE REPLACEMENTS INTO WTP DESIGN-BUILD | 519903 | 1,746,381 | (675,000) | 1,071,381 | 675,000 |
| | | <ul style="list-style-type: none"> • ESTABLISH THE PROJECT NAMED "WTP DESIGN-BUILD" | 511704 | 1,071,381 | 2,960,400 | 4,031,781 | (2,960,400) |
| G | IT SERVICES | <ul style="list-style-type: none"> • DECREASE OPERATING SUPPLIES | N/A | 64,700 | (51,000) | 13,700 | 51,000 |
| | | <ul style="list-style-type: none"> • DECREASE CAPITAL EQUIPMENT | N/A | 600,120 | (36,800) | 563,320 | 36,800 |

RESOLUTION 17-08

A RESOLUTION OF THE CITY OF DUNEDIN, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A COOPERATIVE FUNDING GRANT FOR FUNDS FROM THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD) FOR THE PURPOSE OF CONSTRUCTING A 2MG (MILLION GALLON) RECLAIMED WATER GROUND STORAGE TANK AND PUMP STATION; FINDING THAT A PUBLIC PURPOSE WILL BE SERVED BY APPLYING FOR SUCH FUNDS; PROVIDING FOR ACCEPTANCE OF SUCH GRANT; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the City Manager has recommended to the City Commission that the City sign an agreement with the Southwest Florida Water Management district (SWFWMD) for cooperatively funded Grant funds for the purpose of constructing a 2MG reclaimed water ground storage tank and pump station; and

WHEREAS, the City Commission finds that signing an agreement for such cooperatively funded grant funds and accomplishing the projects for which the grant funds are received serves a public purpose and will represent a benefit to the citizens of the City of Dunedin; now, therefore,

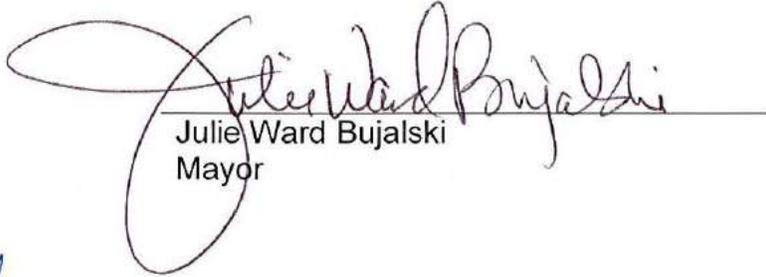
BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY ASSEMBLED:

Section 1. That the Mayor is authorized to execute the Agreement Between the Southwest Florida Water Management District (SWFWMD) and the City of Dunedin for Dunedin Reclaimed Water Storage Tanks (N555) for cooperatively funded Grant funds for the purpose of constructing a 2MG reclaimed water ground storage tank and pump station.

Section 2. That the City Commission of the City of Dunedin finds that a public purpose is served by accepting an agreement for the aforesaid cooperatively funded Grant and making the necessary expenditures and commitments to construct and maintain a 2MG reclaimed water ground storage tank and pump station.

Section 3. That this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, Florida, 14th day of March, 2017.



Julie Ward Bujalski
Mayor

ATTEST:



Denise M. Kirkpatrick
City Clerk

RESOLUTION 17-09

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, VACATING THE APPROXIMATE WESTERLY 1.9 FEET OF THE FIVE-FOOT UTILITY EASEMENT ADJACENT TO THE EAST PARCEL LINE OF LOT 23, DUNEDIN LAKEWOOD ESTATES A/K/A 941 KNOLLWOOD DRIVE CONSISTING OF APPROXIMATELY 111.89 SQUARE FEET; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.

WHEREAS, the owner of the property located at 941 Knollwood Drive has requested that the approximate westerly 1.9 feet of the five-foot utility easement adjacent to the east parcel line, consisting of approximately 111.89 square feet, of Lot 23, Dunedin Lakewood Estates, be vacated to allow for the continued existence of the single-family home located thereon; and

WHEREAS, the City Commission finds and determines that the vacation of such easement is consistent with the Charter of the City of Dunedin and with the Comprehensive Plan of the City of Dunedin; and

WHEREAS, there is no public need for the approximate 111.89 square foot portion of the easement described on Exhibit "A" attached hereto; and

WHEREAS, Duke Energy, WOW!, Frontier Communications, Bright House Networks and Clearwater Gas System have no objections to the vacation of said easement;

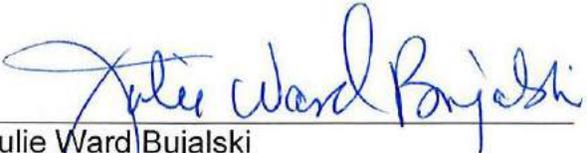
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. That it is found that there is no public need for the approximate 111.89 square foot portion of the easement described in Exhibit "A" attached hereto and the said approximate 111.89 square foot portion of Lot 23, Dunedin Lakewood Estates, is vacated. It is further found that there is no public referendum required pursuant to the City Charter.

Section 2. That the City Clerk is directed to record a certified copy of this resolution in the Public Records of Pinellas County, Florida, and send a certified copy thereof to the Property Appraiser of Pinellas County, Florida.

Section 3. That this Resolution shall become effective upon its passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 20th day of April, 2017.



Julie Ward Bujalski
Mayor

ATTEST:



Denise Kirkpatrick
City Clerk

SKETCH OF SURVEY

TYPE OF SURVEY: BOUNDARY

Legal Description:

Lot 23, DUNEDIN LAKEWOOD ESTATES, according to the plat thereof, recorded in Plat Book 41, Page 32, of the Public Records of Pinellas County, Florida.

Property Address:
941 Knollwood Drive
Dunedin, Florida 34698

GENERAL NOTES:

- 1) LEGAL DESCRIPTION PROVIDED BY OTHERS
- 2) UNDERGROUND FEATURES, SUCH AS, IMPROVEMENTS, ENCROACHMENTS, FOUNDATIONS OR UTILITIES, IF EXISTENT, WERE NOT LOCATED AS A PART OF THIS SURVEY.
- 3) BUILDING TIES ARE TO THE FACE OF THE WALL AND ARE NOT TO BE USED TO RECONSTRUCT BOUNDARY LINES. THE DIMENSIONS OF BUILDING(S) AS SHOWN HEREON DO NOT INCLUDE AN EAVE OVERHANG UNLESS NOTED.
- 4) NO IDENTIFICATION FOUND ON PROPERTY CORNERS UNLESS OTHERWISE SHOWN.
- 5) DIMENSIONS SHOWN ARE FLAT AND MEASURED UNLESS OTHERWISE SHOWN.
- 6) BEARINGS SHOWN HEREON ARE REFERENCED TO THE LINE NOTED B R
- 7) THE SURVEY IS PREPARED FOR THE EXCLUSIVE USE AND BENEFIT OF THE PARTIES LISTED HEREON. LIABILITY TO THIRD PARTIES MAY NOT BE TRANSFERRED OR ASSIGNED.
- 8) THIS DRAWING MAY NOT BE TO SCALE DUE TO ELECTRONIC TRANSFER OR COPY.
- 9) THIS SURVEY DOES NOT REFLECT OR DETERMINE PROPERTY OWNERSHIP, OWNERSHIP OF FENCES, IF ANY, WERE NOT DETERMINED AS A PART OF THIS SURVEY.
- 10) THE SURVEY DEPICTED HEREON IS NOT INTENDED TO SHOW THE LOCATION OR EXISTENCE OF ANY WETLAND OR JURISDICTIONAL AREAS. THERE MAY BE AREAS WITHIN THE BOUNDARIES OF THIS SURVEY THAT MAY BE CONSIDERED JURISDICTIONAL BY VARIOUS AGENCIES.
- 11) THIS SURVEY IS VALID IN ACCORDANCE WITH F.S. 627.7812, FOR A PERIOD OF 90 DAYS FROM THE DATE OF CERTIFICATION.
- 12) THIS SURVEY IS INTENDED FOR MORTGAGE OR REFINANCE PURPOSES ONLY, AND IS EXCLUSIVELY FOR THIS USE BY THOSE TO WHOM IT IS CERTIFIED. THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION, PERMITTING, DESIGN OR ANY OTHER USE WITHOUT THE WRITTEN CONSENT OF THE ATTESTING SURVEYOR.
- 13) THIS IS NOT AN ALTA/PLAT/LAND TITLE SURVEY. NO EXAMINATION OF TITLE WAS MADE BY THE SURVEYOR.
- 14) THESE LANDS MAY BE SUBJECT TO DEDICATIONS, LIMITATIONS, RESTRICTIONS, RESERVATIONS, AND/OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PLAT.

LEGEND & ABBREVIATIONS

| | | | | | |
|----------|---------------------------------|----------|------------------------------|----------------|--------------------------|
| A/C | AIR CONDITIONER | N | NORTH | SW | SIDEWALK |
| B.R. | BEARING REFERENCE | N&D | NAIL & DISC | SEC. | SECTION |
| C. | CALCULATED | N.R. | NON RADIAL | TEL. | TELEPHONE FACILITIES |
| C.M. | CONCRETE MONUMENT | O.H.L. | OVERHEAD LINES | T.O.B. | TOP OF BANK |
| CONC. | CONCRETE | O.R.B. | OFFICIAL RECORDS BOOK | TX | TRANSFORMER |
| CALC. | CALCULATED | P. | PLAT | TYP. | TYPICAL |
| CATV | CABLE TELEVISION RISER | P.B. | PLAT BOOK | U.E. | UTILITY EASEMENT |
| CB | CHORD BEARING | P.C. | POINT OF CURVATURE | W. | WEST |
| CH | CHORD | P.C.C. | POINT OF COMPOUND CURVATURE | W.M. | WATER METER |
| COR. | CORNER | P.C.P. | PERMANENT CONTROL POINT | SYMBOLS | |
| D | DESCRIPTION OR DEED | PG. | PAGE | — | CENTERLINE |
| D.E. | DRAINAGE EASEMENT | P.I. | POINT OF INTERSECTION | △ | CENTRAL ANGLE DELTA |
| EL. | ELEVATION | P.K. | PARKER-KAYLOR NAIL | ■ | CONCRETE |
| ELEV. | ELEVATION | P.O.L. | POINT ON LINE | ▨ | CONC. BLOCK WALL TYPICAL |
| E. | EAST | P.P. | UTILITY POLE | ▨ | COVERED AREA |
| E.O.P. | EDGE OF PAVEMENT | PVC | POLYVINYL CHLORIDE | — | EXISTING ELEVATION |
| E.O.W. | EDGE OF WATER | P.O.B. | POINT OF BEGINNING | — | PVC FENCE |
| E.P.U.E. | ELECTRIC POWER UTILITY EASEMENT | P.O.C. | POINT OF COMMENCEMENT | ⊙ | PROPERTY CORNER |
| ESMT. | EASEMENT | P.R.C. | POINT OF REVERSE CURVE | ⊙ | SITE BENCH MARK |
| F.F. | FINISHED FLOOR | P.R.M. | PERMANENT REFERENCE MONUMENT | ⊙ | WELL |
| FD. | FOUND | P.T. | POINT OF TANGENCY | ⊙ | WIRE FENCE |
| I.P. | IRON PIPE | R. | RADIUS | ⊙ | WOOD DECK |
| I.R. | IRON ROD | RAD. | RADIUS | ⊙ | WOOD FENCE |
| L | ARC LENGTH | RAD. PT. | RADIUS POINT | | |
| M. | FIELD MEASURED | R/W | RIGHT OF WAY | | |
| M.E. | MAINTENANCE EASEMENT | S. | SOUTH | | |

CERTIFIED TO:

Linda L. Cantu;
Capstone Title, LLC;
First American Title Insurance Company;
, its successors and/or assigns.

FLOOD ZONE

(FOR INFORMATIONAL PURPOSES ONLY)
SUBJECT PROPERTY SHOWN HEREON APPEARS TO BE LOCATED IN FLOOD ZONE "X", PER F.L.R.M. COMMUNITY & PANEL NUMBER 125103-0069 G, LAST REVISION DATE 09/03/2003. THIS SURVEYOR MAKES NO GUARANTEES AS TO THE ACCURACY OF THE ABOVE INFORMATION. IT IS SUGGESTED THAT A FLOOD ZONE DETERMINATION BE VERIFIED FROM THE COUNTY IN WHICH THE SUBJECT PROPERTY LIES.

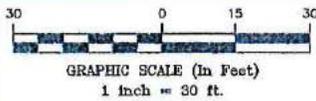
NOTE:
IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 54-17.052 (2)(b), IF LOCATION OF EASEMENTS OR RIGHT-OF-WAY OF RECORD, OTHER THAN THOSE ON RECORD PLAT IS REQUIRED, THIS INFORMATION MUST BE FURNISHED TO THE SURVEYOR AND MAPPER. SHEET 1 OF 2

THIS SURVEY SKETCH IS COPYRIGHTED MATERIAL. ©

| | | | |
|--|-------------------------|---|--|
| Section 35, Township 28 South, Range 15 East | | SURVEYOR'S CERTIFICATION | |
| Drawn By: S.B.S | Survey Number: 16-2615 | I, THE UNDERSIGNED REGISTERED SURVEYOR, HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF IS A TRUE AND ACCURATE PRESENTATION OF THE INFORMATION SHOWN HEREON. | |
| 4 | | LAST DATE OF FIELD SURVEY: 12-15-2016 | |
| 3 | | SIGNATURE DATE: 1-10-17 | |
| 2 | | SIGNATURE: <i>Patrick K. Ireland</i> FOR THE FIRM | |
| 1 | EASEMENT LESS-CUT ADDED | PATRICK K. IRELAND, Professional Land Surveyor & Mapper No. 6637, State of Florida | |
| NO. | REVISIONS | NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER AND/OR AN AUTHENTICATED ELECTRONIC SIGNATURE AND ELECTRONIC SEAL. | |
| Prepared By LakeRidge Surveying & Mapping, LLC | | | |
| 1399 LEGENDARY BLVD CLERMONT, FL 34711 CERTIFICATE OF AUTHORIZATION LB9723 | | PHONE 407-385-3151 407-385-3152 FAX 1-888-941-8789 | |

SKETCH OF SURVEY

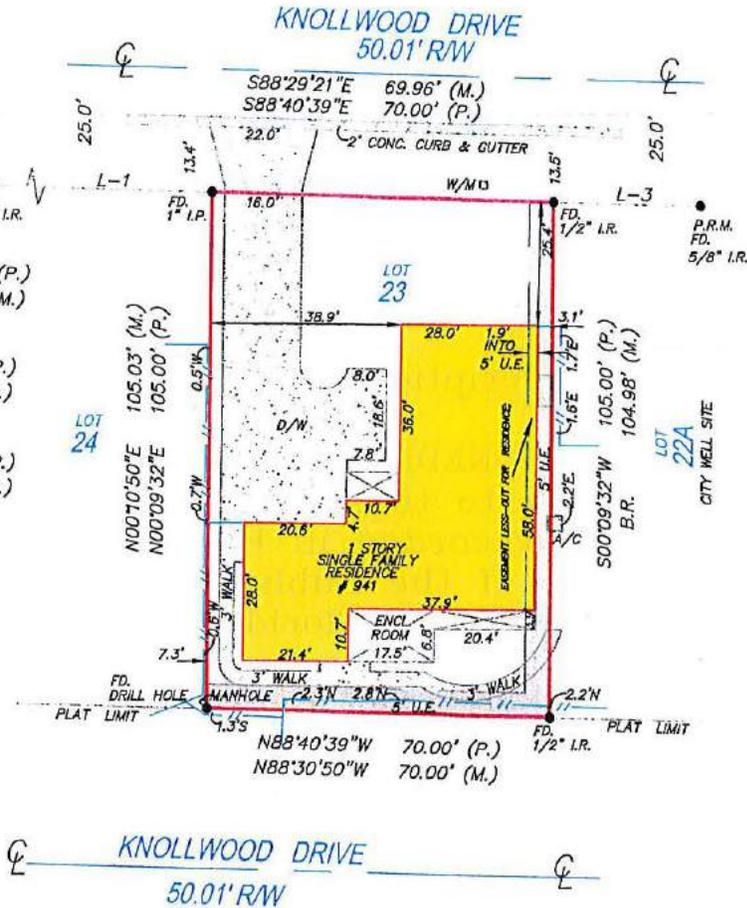
TYPE OF SURVEY: BOUNDARY



L-1
 $S88^{\circ}40'39''E$ 149.57' (P.)
 $S88^{\circ}26'03''E$ 149.67' (M.)

L-2
 $S88^{\circ}40'39''E$ 85.00' (P.)
 $S88^{\circ}51'30''E$ 85.03' (M.)

L-3
 $S88^{\circ}40'39''E$ 30.00' (P.)
 $S88^{\circ}28'53''E$ 30.03' (M.)



L1
 $S00^{\circ}09'32''W$ 25.34'

L2
 $N89^{\circ}50'28''W$ 3.09'

L3
 $S00^{\circ}20'31''W$ 61.90'

L4
 $N89^{\circ}39'35''W$ 1.71'

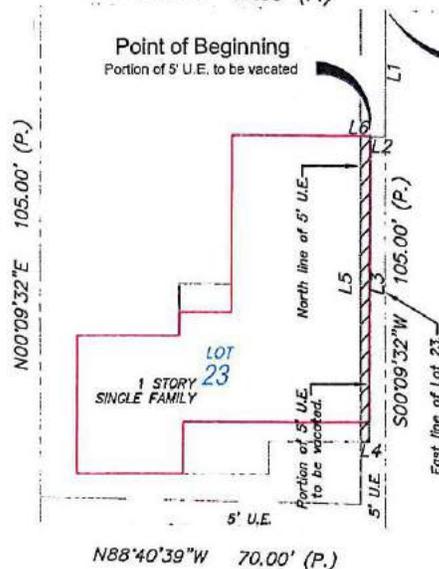
L5
 $N00^{\circ}09'32''E$ 61.90'

L6
 $S89^{\circ}39'29''E$ 1.91'

$S88^{\circ}40'39''E$ 70.00' (P.)

Point of Beginning
 Portion of 5' U.E. to be vacated

Point of Commencement
 NE Corner of Lot 23
 Dunedin Lakewood Estates



A PORTION OF LOT 23, DUNEDIN LAKEWOOD ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41, PAGE 32, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 23, DUNEDIN LAKEWOOD ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41, PAGE 32, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THENCE RUN ALONG THE EAST LINE OF SAID LOT 23, $S00^{\circ}09'32''W$, A DISTANCE OF 25.34' TO A POINT; THENCE DEPARTING SAID EAST LINE, $N89^{\circ}50'28''W$, A DISTANCE OF 3.09' TO THE POINT OF BEGINNING OF THE PORTION OF SAID LOT TO BE VACATED; THENCE $S00^{\circ}20'31''W$, A DISTANCE OF 61.90'; THENCE $N89^{\circ}39'35''W$, A DISTANCE OF 1.71' TO THE WEST LINE OF A 5' UTILITY EASEMENT; THENCE ALONG SAID WEST LINE, $N00^{\circ}09'32''E$, A DISTANCE OF 61.90'; THENCE DEPARTING SAID WEST LINE, $S89^{\circ}39'29''E$, A DISTANCE OF 1.91' TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 111.89 SQUARE FEET MORE OR LESS.

THE INTENT OF THE ABOVE LEGAL DESCRIPTION IS TO VACATE A PORTION OF THE 5' UTILITY EASEMENT, LOCATED ON LOT 23, DUNEDIN LAKEWOOD ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41, PAGE 32, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

16-2615

SHEET 2 OF 2

KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
INST# 2017140129 05/05/2017 at 08:16 AM
OFF REC BK: 19618 PG: 588-591
DocType:GOV RECORDING: \$35.50

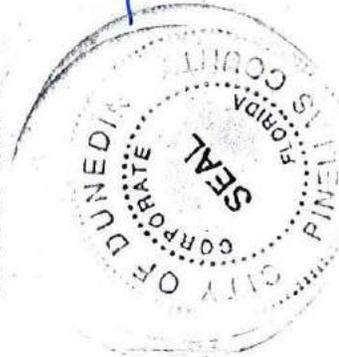
DO HERE-BY CERTIFY THIS TO BE A TRUE
AND CORRECT COPY
CERTIFIED THIS

DATE

CITY CLERK

RESOLUTION 17-09

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, VACATING THE APPROXIMATE WESTERLY 1.9 FEET OF THE FIVE-FOOT UTILITY EASEMENT ADJACENT TO THE EAST PARCEL LINE OF LOT 23, DUNEDIN LAKEWOOD ESTATES A/K/A 941 KNOLLWOOD DRIVE CONSISTING OF APPROXIMATELY 111.89 SQUARE FEET; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.



WHEREAS, the owner of the property located at 941 Knollwood Drive has requested that the approximate westerly 1.9 feet of the five-foot utility easement adjacent to the east parcel line, consisting of approximately 111.89 square feet, of Lot 23, Dunedin Lakewood Estates, be vacated to allow for the continued existence of the single-family home located thereon; and

WHEREAS, the City Commission finds and determines that the vacation of such easement is consistent with the Charter of the City of Dunedin and with the Comprehensive Plan of the City of Dunedin; and

WHEREAS, there is no public need for the approximate 111.89 square foot portion of the easement described on Exhibit "A" attached hereto; and

WHEREAS, Duke Energy, WOW!, Frontier Communications, Bright House Networks and Clearwater Gas System have no objections to the vacation of said easement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

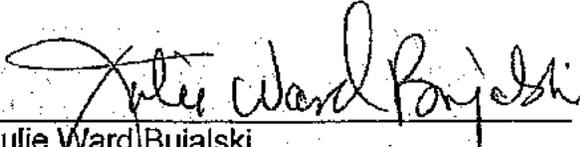
Section 1. That it is found that there is no public need for the approximate 111.89 square foot portion of the easement described in Exhibit "A" attached hereto and the said approximate 111.89 square foot portion of Lot 23, Dunedin Lakewood Estates, is vacated. It is further found that there is no public referendum required pursuant to the City Charter.

Section 2. That the City Clerk is directed to record a certified copy of this resolution in the Public Records of Pinellas County, Florida, and send a certified copy thereof to the Property Appraiser of Pinellas County, Florida.

Section 3. That this Resolution shall become effective upon its passage and adoption.

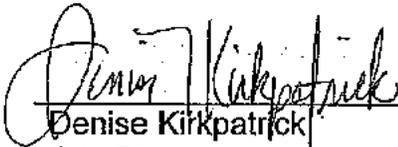
PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY
OF DUNEDIN, FLORIDA, THIS 20th day of April, 2017.

CITY CLERK



Julie Ward Bujalski
Mayor

ATTEST:



Denise Kirkpatrick
City Clerk

SKETCH OF SURVEY
TYPE OF SURVEY: BOUNDARY

Legal Description:

Lot 23, DUNEDIN LAKEWOOD ESTATES,
according to the plat
thereof, recorded in Plat Book 41,
Page 32, of the Public Records of
Pinellas County, Florida.

Property Address:
941 Knollwood Drive
Dunedin, Florida 34698

GENERAL NOTES:

- 1) LEGAL DESCRIPTION PROVIDED BY OTHERS
- 2) UNDERGROUND FEATURES, SUCH AS, IMPROVEMENTS, ENCROACHMENTS, FOUNDATIONS OR UTILITIES, IF EXISTENT, WERE NOT LOCATED AS A PART OF THIS SURVEY.
- 3) BUILDING TIES ARE TO THE FACE OF THE WALL AND ARE NOT TO BE USED TO RECONSTRUCT BOUNDARY LINES. THE DIMENSIONS OF BUILDING(S) AS SHOWN HEREON DO NOT INCLUDE AN EAVE OVERHANG UNLESS NOTED.
- 4) NO IDENTIFICATION FOUND ON PROPERTY CORNERS UNLESS OTHERWISE SHOWN.
- 5) DIMENSIONS SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE SHOWN.
- 6) BEARINGS SHOWN HEREON ARE REFERENCED TO THE LINE NOTED ON IT.
- 7) THIS SURVEY IS PREPARED FOR THE EXCLUSIVE USE AND BENEFIT OF THE PARTIES LISTED HEREON. LIABILITY TO THIRD PARTIES MAY NOT BE TRANSFERRED OR ASSIGNED.
- 8) THIS DRAWING MAY NOT BE TO SCALE DUE TO ELECTRONIC TRANSFER OR COPY.
- 9) THIS SURVEY DOES NOT REFLECT OR DETERMINE PROPERTY OWNERSHIP, OWNERSHIP OF FENCES, IF ANY, WERE NOT DETERMINED AS A PART OF THIS SURVEY.
- 10) THE SURVEY DEPICTED HEREON IS NOT INTENDED TO SHOW THE LOCATION OR EXISTENCE OF ANY WETLAND OR JURISDICTIONAL AREAS. THERE MAY BE AREAS WITHIN THE BOUNDARIES OF THIS SURVEY THAT MAY BE CONSIDERED JURISDICTIONAL BY VARIOUS AGENCIES.
- 11) THIS SURVEY IS VALID IN ACCORDANCE WITH F.S. 827.7812, FOR A PERIOD OF 90 DAYS FROM THE DATE OF CERTIFICATION.
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- 13) THIS IS NOT AN ALTA/TICSM LAND TITLE SURVEY. NO EXAMINATION OF TITLE WAS MADE BY THE SURVEYOR.
- 14) THESE LANDS MAY BE SUBJECT TO DEDICATIONS, LIMITATIONS, RESTRICTIONS, RESERVATIONS, AND/OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PLAT.

LEGEND & ABBREVIATIONS

| | | | | | |
|----------|---------------------------|----------|------------------------------|----------------|-----------------------------|
| AC | AIR CONDITIONER | M | MORTY | SW | SIDEWALK |
| B.R. | BEARING REFERENCE | MB | MAIL & DISC | SEC. | SECTION |
| C. | CALCULATED | N.R. | NON RATIONAL | TEL. | TELEPHONE FACILITIES |
| C.M. | CONCRETE MONUMENT | O.H.L. | OVERHEAD LINES | T.O.B. | TOP OF BANK |
| CONC. | CONCRETE | O.R.B. | OFFICIAL RECORDS BOOK | TR. | TRANSFORMER |
| CALC. | CALCULATED | P. | PLAT | TYR. | TYPICAL |
| CATV | CABLE TELEVISION RISER | P.B. | PLAT BOOK | U.E. | UTILITY EASEMENT |
| CB | CHORD BEARINGS | P.C. | POINT OF CURVATURE | W. | WEST |
| CH | CHORD | P.C.C. | POINT OF COMPOUND CURVATURE | W.M. | WATER METER |
| COR. | CORNER | P.C.P. | PERMANENT CONTROL POINT | | |
| D. | DESCRIPTION ON DEED | P.O. | PAGE | SYMBOLS | |
| D.E. | DRAINAGE EASEMENT | P.O.I. | POINT OF INTERSECTION | | CENTERLINE |
| EL. | ELEVATION | P.O.N. | POINT OF NON-ADJACENCY | | CENTRAL ANGLE DELTA |
| ELEV. | ELEVATION | P.O.L. | POINT ON LINE | | CONCRETE |
| E. | EAST | P.O.L.N. | POINT ON LINE NON-ADJACENCY | | CONCRETE BLOCK WALL TYPICAL |
| E.O.P. | EDGE OF PAVEMENT | P.P. | UTILITY POLE | | COVERED AREA |
| E.O.W. | EDGE OF WATER | P.P.C. | POINT OF PERMANENT CURVATURE | | EXISTING ELEVATION |
| E.P.U.E. | ELECTRIC UTILITY EASEMENT | P.P.C. | POINT OF PERMANENT CURVATURE | | PVC FENCE |
| ESM. | EASEMENT | P.P.C. | POINT OF PERMANENT CURVATURE | | PROPERTY CORNER |
| F.F. | FINISHED FLOOR | P.P.M. | PERMANENT REFERENCE MONUMENT | | SITE BENCH MARK |
| FD. | FOUND | P.T. | POINT OF TANGENCY | | WELL |
| FP. | IRON PIPE | R. | RADIUS | | WIRE FENCE |
| FR. | IRON ROD | R. | RADIUS | | WOOD DECK |
| L. | ARC LENGTH | RAD. FT. | RADIUS POINT | | WOOD FENCE |
| M. | FIELD MEASURED | R/W | RIGHT OF WAY | | |
| M.E. | MAINTENANCE EASEMENT | S. | SOUTH | | |

CERTIFIED TO:

Linda L. Canlu;
Capstone Title, LLC;
First American Title Insurance Company;
, its successors and/or assigns.

NOTE: IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 55-17.062 (2)(5), IF LOCATION OF EASEMENTS OR RIGHT-OF-WAY OF RECORD, OTHER THAN THOSE ON RECORD PLAT IS REQUIRED, THIS INFORMATION MUST BE FURNISHED TO THE SURVEYOR AND MAPPER.

SHEET 1 OF 2

FLOOD ZONE
(FOR INFORMATIONAL PURPOSES ONLY)
SUBJECT PROPERTY SHOWN HEREON APPEARS TO BE LOCATED IN FLOOD ZONE "X", PER F.L.R.M. COMMUNITY & PANEL NUMBER 128108-0009 G, LAST REVISION DATE 9/15/2003. THIS SURVEYOR MAKES NO GUARANTEES AS TO THE ACCURACY OF THE ABOVE INFORMATION. IT IS SUGGESTED THAT A FLOOD ZONE DETERMINATION BE VERIFIED FROM THE COUNTY IN WHICH THE SUBJECT PROPERTY LIES.

THIS SURVEY SKETCH IS COPYRIGHTED MATERIAL. ©

Section 35, Township 28 South, Range 15 East

| | |
|------------------|-------------------------|
| Drawn By: S.B.S. | Survey Number: 16-2815 |
| 4 | |
| 3 | |
| 2 | |
| 1 | EASEMENT LESS-OUT ADDED |
| NO. | REVISIONS |
| | BY DATE |

Prepared By
LakeRidge Surveying & Mapping, LLC
1399 LEGENDARY BLVD
CLEMONT, FL 34711
CERTIFICATE OF AUTHORIZATION LB7728

PHONE 407-886-8161
407-885-3152
FAX 1-888-941-8789

SURVEYOR'S CERTIFICATION

I, THE UNDERSIGNED REGISTERED SURVEYOR, HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF IS A TRUE AND ACCURATE PRESENTATION OF THE INFORMATION SHOWN HEREON.

LAST DATE OF FIELD SURVEY: 12-15-2015

SIGNATURE DATE: 1-10-17

Patrick K. Ireland FOR THE FIRM

PATRICK K. IRELAND, Professional Land Surveyor & Mapper No. 8697, State of Florida

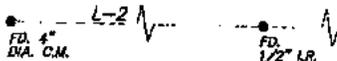
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER AND/OR AN AUTHENTICATED ELECTRONIC SIGNATURE AND ELECTRONIC SEAL.

SKETCH OF SURVEY

TYPE OF SURVEY: BOUNDARY



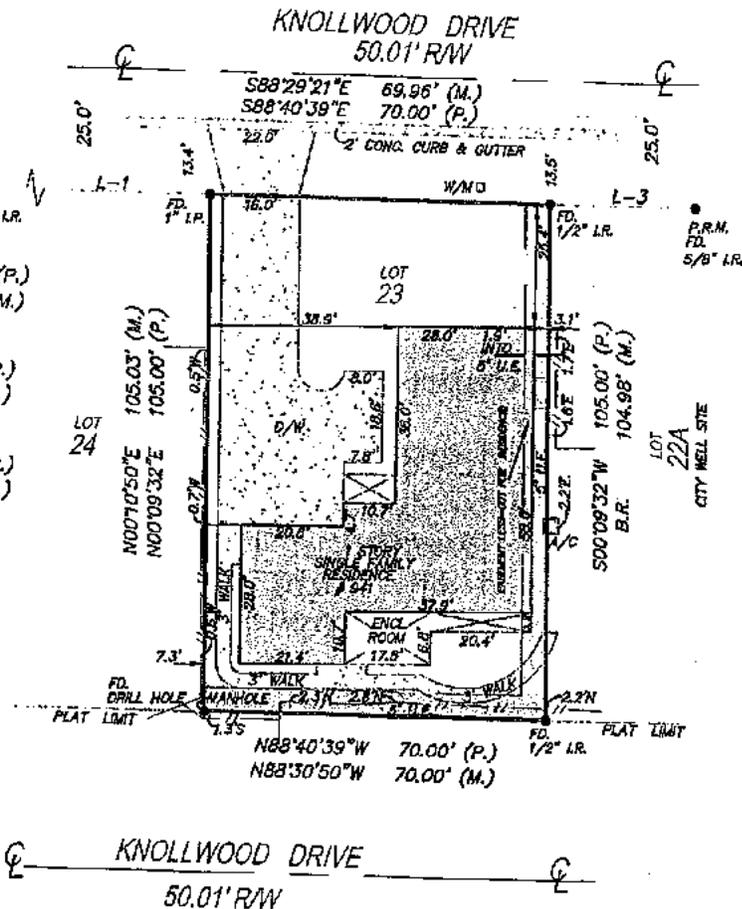
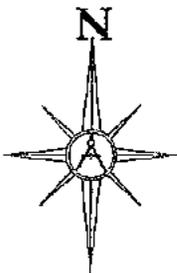
GRAPHIC SCALE (In Feet)
1 inch = 30 ft.



L-1
S88°40'39"E 149.57' (P.)
S88°26'03"E 149.67' (M.)

L-2
S88°40'39"E 85.00' (P.)
S88°51'30"E 85.03' (M.)

L-3
S88°40'39"E 30.00' (P.)
S88°28'53"E 30.03' (M.)



L1
S00°09'32"W 25.34'

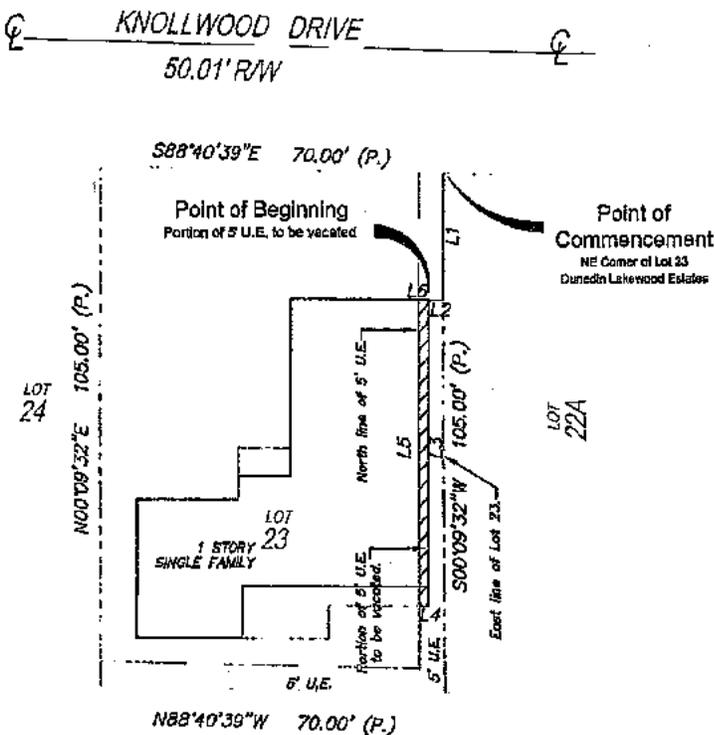
L2
N89°50'28"W 3.09'

L3
S00°20'31"W 61.90'

L4
N89°39'35"W 1.71'

L5
N00°09'32"E 61.90'

L6
S89°39'29"E 1.91'



A PORTION OF LOT 23, DUNEDIN LAKEWOOD ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41, PAGE 32, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 23, DUNEDIN LAKEWOOD ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41, PAGE 32, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THENCE RUN ALONG THE EAST LINE OF SAID LOT 23, S00°09'32"W, A DISTANCE OF 25.34' TO A POINT; THENCE DEPARTING SAID EAST LINE, N89°50'28"W, A DISTANCE OF 3.09' TO THE POINT OF BEGINNING OF THE PORTION OF SAID LOT TO BE VACATED; THENCE S00°20'31"W, A DISTANCE OF 61.90'; THENCE N89°39'35"W, A DISTANCE OF 1.71' TO THE WEST LINE OF A 5' UTILITY EASEMENT; THENCE ALONG SAID WEST LINE, N00°09'32"E, A DISTANCE OF 61.90'; THENCE DEPARTING SAID WEST LINE, S89°39'29"E, A DISTANCE OF 1.91' TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINS 111.89 SQUARE FEET MORE OR LESS.

THE INTENT OF THE ABOVE LEGAL DESCRIPTION IS TO VACATE A PORTION OF THE 5' UTILITY EASEMENT, LOCATED ON LOT 23, DUNEDIN LAKEWOOD ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41, PAGE 32, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

RESOLUTION 17-10

A RESOLUTION OF THE CITY OF DUNEDIN, FLORIDA, APPROVING THE STRATEGIC PLAN, CREATED ON JANUARY 23, 2017, IDENTIFYING ISSUES THAT SHOULD BE ADDRESSED IN FUTURE YEARS AND SETTING FORTH GOALS AND OBJECTIVES; PROVIDING FOR LEGISLATIVE INTENT AND FINDINGS; PROVIDING FOR THE CITY MANAGER TO IMPLEMENT ADMINISTRATIVE ACTIONS; PROVIDING FOR SCRIVENER'S ERRORS, CONFLICTS, SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dunedin held a Strategic Planning Workshop on January 23, 2017, with facilitator Marilyn Crotty from the Florida Institute of Government at the University of Central Florida; and

WHEREAS, the City Commission and senior staff participated in a day-long workshop to consider visions for the future of the City through the year 2027; and

WHEREAS, the City Commission identified strategic issues that should be addressed; and

WHEREAS, a list of seven goals and the objectives for each goal was specified; and

WHEREAS, the priority objectives were identified for implementation in a Strategic Plan Report (see Exhibit A attached hereto and incorporated herein); now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, DULY ASSEMBLED THAT:

SECTION 1. Legislative Intent and Findings. The City of Dunedin has complied with all requirements and procedures of Florida Law and processing, and adopts the recitals above.

SECTION 2. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as he may deem necessary and appropriate in order to implement the provisions of the Strategic Plan Report as shown in Exhibit A. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 4. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other Section or part of this Resolution.

SECTION 6. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 2nd day of May, 2017.



Julie Ward Bujalski
Mayor

ATTEST:

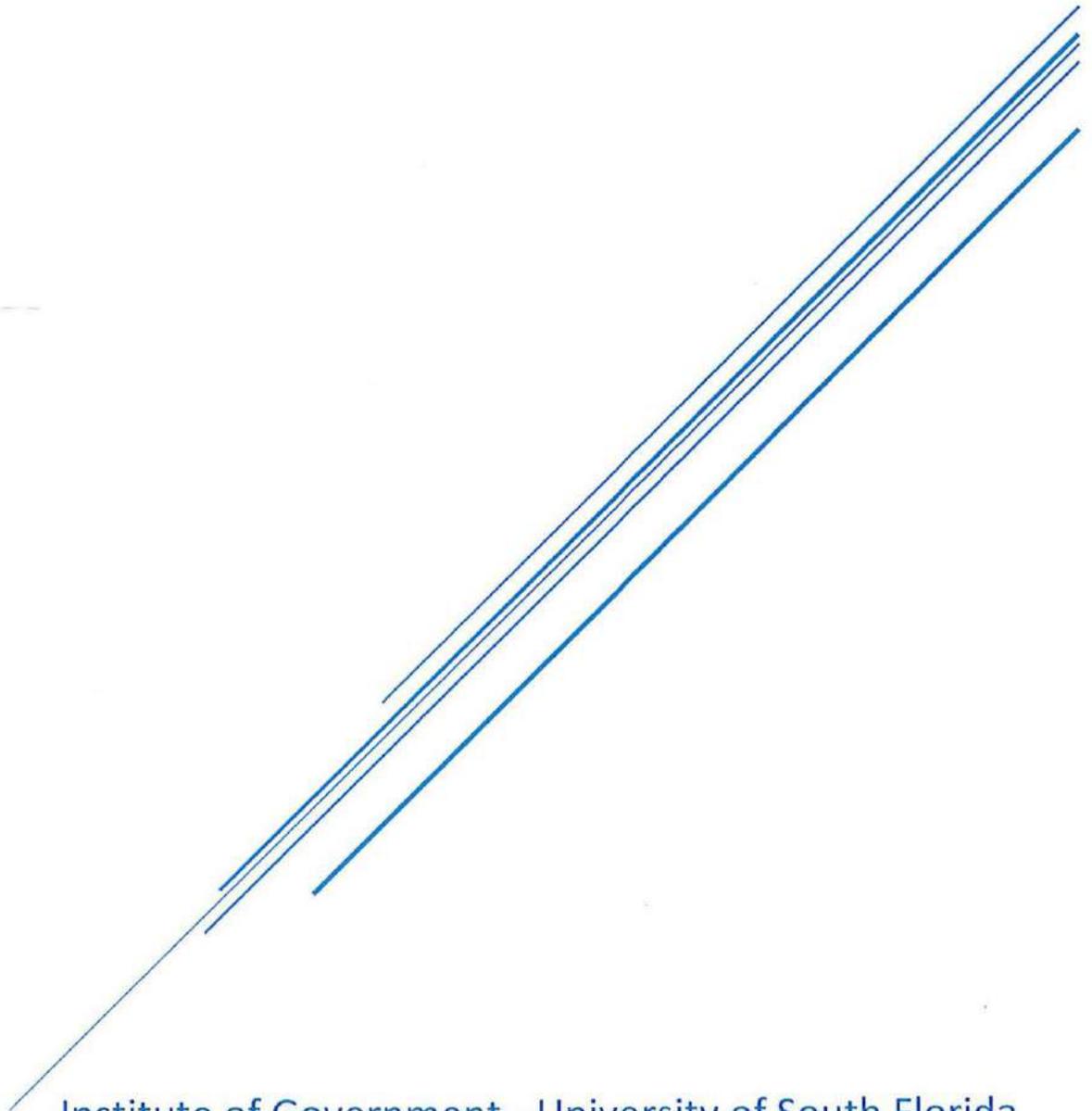


Denise Kirkpatrick
City Clerk

STRATEGIC PLAN REPORT

CITY OF DUNEDIN

JANUARY 23, 2017



Institute of Government - University of South Florida
Facilitated by Marilyn E. Crotty

INTRODUCTION

The City of Dunedin City Commission held a Strategic Planning Workshop on January 23, 2017 to review and update their strategic plan. Ms. Marilyn Crotty, director of the Florida Institute of Government at the University of Central Florida facilitated the session on behalf of the University of South Florida Institute of Government.

The Mayor, Commissioners, and senior staff participated in the day-long workshop that was held at the Achieva Headquarters building. The city last held a strategic planning workshop in March of 2015. Since that time, one new commissioner has been elected and an interim city manager is serving. City staff presented information on the status of the existing plan. Ms. Crotty then asked the elected officials to speak about their visions for the future of the city in 2027. The participants discussed roles and effectiveness of the commission. The workshop continued with an evaluation of what is currently working well in the city and areas that need more work.

In the afternoon the Commissioners reviewed the existing goals, objectives, and priorities affirming the continuation of some and making revisions as needed. The 2017 strategic plan has seven goals (one more than in the previous plan). After identifying objectives under each goal, the final activity of the workshop was the selection of seven priority objectives for implementation. All of the rest of the objectives were listed as Other Objectives.

This report is a summary of the discussions and conclusions of the workshop.

VISION – CITY OF DUNEDIN, 2027

The Mayor and Commissioners were asked to describe their visions for the future of the city ten years from now. The following comments were shared:

Commissioner Heather Gracy

Downtown – mixed use concept
Younger generation – jobs in Dunedin – prosperous
Quality of Life – numerous parks, active
Sound infrastructure – roads, bridges, etc.
Shared economy

Commissioner Maureen Freaney

Fatter, deeper downtown – vibrant
Connects East-West
Greenspace – water seen everywhere
Young people stay/return
Hi-tech center – jobs
Clean neighborhoods
Economic and social diversity (all welcome)
United States Fitness Award – young and old fit
New city manager in place for 10 years
Happy workforce
Arts and history – key to success

Commissioner Deborah Kynes

Everything will change – but based on authenticity “New Eclecticism”
Passion for city continues – love of Dunedin – art, history, culture, physical environment
Green energy – solar
USF – Dunedin campus
Single family residential – decision-making capacity

Commissioner John Tornga

Dwells on current attributes- coastal, Tampa Bay area, visitors, arts and culture
Growth plans – agreed to by all
Effective communications – two-way
Happy, diverse city – communicating
Multi-modal transportation
Live, eat, play, work, sleep
City respected and loved from inside and outside

Mayor Julie Bujalski

Charming village-like atmosphere
Diverse
Dynamic city government
City exciting place to work – innovative

All corridors – look like downtown – signage, etc.
Affordable place to live
Known as innovative – creative
Capital plans – completed
Strong infrastructure
Environmental sustainability - plan
Respected voice in region and state – our voice heard
Wide variety of public/private partnerships
Parking and transportation that is user friendly

COMMISSION EFFECTIVENESS

The participants were asked to respond to a series of questions and discussed the issues that were raised. The list below is a compilation of all the responses from both the elected officials and staff (the numbers indicate how many people included that item):

1. The three important qualities or characteristics for a Commissioner/Mayor to possess are:

- Integrity/honesty (4)
- Creativity
- Ability to adapt and temper change in a progressive manner
- Exhibit a vision for the future and get that vision to staff/community (4) – understands vision; have vision and to look ahead not just the immediate point in time
- Promise only what they can control, good intentions are great, but not always the way things happen
- Ability to listen (6) - to all (citizens, employees); hear, regardless of own original thoughts; good listener; listening skills
- Communication (5) - Effective– tell it like it is, then open to all ideas; ability to communicate effectively; good communicator; express concerns/vision; ability to explain decisions to public and staff
- Ability to see the big picture
- Staff Relations (7) - Leading to impact staff; respect each other and staff; ability to listen to the public and staff and make a decision that is well thought out and takes into account how that decision impacts the City as a whole; to set policy and direction for staff to follow/implement; empower staff through City Manager to take care of the city's business; approachable; supporter/encourager of staff
- Informed – takes responsibility to be informed on issues; to carry out their direction bases upon mutual respect and common goals by delegating activity with in defined parameters that are accountable
- Strong higher administrative background, experience; justification to a leadership position
- Highest level of strong character; integrity; patience; tenacity; always do the right thing
- Perseverance/patience - things will always get tough, but it takes a measure of patience to persevere
- Ability to explain decisions to public and staff
- Interpersonal skills

- Intelligence with an open mind
- Courage (4) – make tough decisions, fearless decision making
- Fairness/diplomacy (2) – ability to see both sides; analyze information (weigh who is unhappy citizens vs. other 35,000 happy majority)
- Having the entire public’s best interest at heart, rather than personal agenda or agenda of select few.
- Leadership – what you believe
- Openness,
- Consistency
- Consensus builder (amongst commissioners and within the community – “row together”)
- Policy/decision makers
- Leaders – speak, friendly, respected
- Compassionate/forward thinking
- Can express their concerns/vision effectively
- Willing to compromise to move items/process forward
- Citizen interaction - approachable
- Charming

2. My role in a Commission-Manager form of government is:

Commission/Mayor

- Make policy (5) – policy is differentiated from administration; clearly express policy decisions for the future of our community; direction for all to know
- Delegate and empower staff (2)
- Representative government (2) – protect the voice of our residents by ensuring opportunities for input
- Staff relations (2) – rely on and provide our staff with an environment for good decision making; city manager and staff run the operations and implements

Staff

- To fulfill my job duties as the Library Director
- Support city initiatives
- Promote and brag about the City of Dunedin
- Take directions from the Commissioner/ Manager
- Effectively lead Finance department, keeping in mind Administrative/City Manager direction
- To provide cost effective and efficient services (public infrastructure) to our citizens and customers
- Perform analysis and advise the commission while keeping the entire City’s wellbeing in mind
- To advance Commission’s agenda and direction in the area over which I oversee (4) - run department; implement goals and priorities established by commission; implement the vision and policies of their collective thoughts; execute the direction of the Commission to serve the citizens

- Keep Commission informed of initiatives and strategies, either through City Manager or directly
- Advise City Manager and Commission on HR/Risk Management laws, regulation, personnel actions, risk negotiation initiatives
- To provide sufficient background and information to the Commission to allow them to make informed decisions (3) - provide ideas/feedback to help Commissioner/Manager take proper actions
- Stimulate adaptive re-use
- Build tax base
- Create jobs
- Improve quality of life
- Manage Dunedin
- Affordable housing
- Function to run my department's daily operations and provide a plan for it going forward
- Succession planning
- Records custodian – handle records requests; state retentions; keep track of Commission, boards, and committees; attest to all legal documents; serve as the Election Supervisor; prepares minutes, presentations, proclamations, and certificates
- Assist the public to better understand what is happening in their community via web, TV and social media. Keep current with trends in public communication, citizen engagement and emerging communication best practices.
- Support the decisions made by the City
- Ability to provide constructive input, not constructive criticism

3. An effective city commission

- Works together. (7) - We each have different strengths we should be secure enough in our own strengths to allow our fellow commissioners to lead in own their skill set; a political environment can hamper this effort, but strong enough to rise above; works as a team and makes compromises for the betterment of the community; works as a team to set the City's over-arching policy; works in unison to move the City forward; to form consensus even with different views, and to have a unifying voice; work together well even when they disagree.
- Decisions (4) – Makes decisions that are well thought and takes into account how these decisions impact the City as a whole; once a decisions is made, works together to support it; is united, once decisions are made; makes difficult and fiscally responsible decisions in the face of minority resistance while focusing on the greater good/strategic goals
- Upholds ethics and disagrees/agrees tactfully
- Supports staff and gives them direction in completing their duties
- Willing to take risks to better the city
- Willing to look at the entire community and not just one area (2) considers the entire city, not just one faction, can make tough decisions for the larger good;
- Communication, communication, communication – (8) willingness to listen; listen to each other and find common threads we can move forward with; quality open dialogue;

provide a safe environment for communication; be prepared to effectively communicate our opinions

- Trust each other and have each other's back
- Efficient and effective operation - ensure this, empower this, support this
- Sets the Vision for the City (4); stays high-level; leads with a vision; provides clear policy direction and vision for the Community
- Allows the City Manager and Department heads to make day to day operational decisions
- Acts as a buffer between citizens and staff to avoid confusion and mixed messages.
- Commissioners must be open to strong healthy debate without getting personal or taking it personally; have the strength to do the right thing for the greater good.
- Respectful of each other, of staff and of citizens - does not disrespect one for the benefit of another (4) respectful of staff, Commission, and residents; respect the time given of our colleagues
- .It is a positive, progressive; creative, innovative group, not angry or negative;
- Represents all 36,000 residents
- Establishing a common direction and list of priorities to give the City Manager and staff to implement.
- Rise above just social media and take into account all the residents of Dunedin
- Does their homework
- Holds staff accountable
- Determines pro's and con's = leadership
- Fair and level headed (2)
- Leave politics at the door
- Provides leadership for stability in times of restraint regarding
 - Budgeting
 - Personnel
 - Services the city provides

WHAT'S WORKING

The Commission and staff discussed things that are working well in the city. The following were identified:

Citizen input – quantity
Internal inventory control – IT
Partnerships – Parks & Recreation
Team rebuilding – community spirit
Well run city
Strong, desirable address
Good intergovernmental relationships
Communication with public – transparency
Special events
Wonderful parks
Intertwined arts and culture into city
Redevelopment
Wonderful library – innovative
Great recreational programs – all ages
Public employees go above and beyond
Well respected Fire Department
Community centers – well used
Engaged community – high level volunteerism
Strong Scottish culture
Core services – functioning well
Strong appreciation for diversity

WHAT NEEDS WORK

The discussion then turned to areas that still need work:

External communications – two-way
 Social media
Internal communication – between departments
Infrastructure
 Maintenance of assets
 Buildings, healthy workplace, city hall, aquatic center
Creating, filling key staff positions
Community buy-in to vision
Historic preservation
 Best practices - in code
Policies and procedures
 Social media, computer use, emergency ops
Making decisions on capital projects
 Prioritizing, funding
Fiscal sustainability
Incentives – What? How?
Parking and transportation (mobility)

Continuation of one cent sales tax
Employee engagement
Technology improvement – innovation
Roads – Corridor plans
Skinner, 580 and Alt 19
Accomplishment of objectives in a meaningful timeframe
Development

GOALS

At the 2015 Strategic Planning Workshop, the Commission established six goal areas. During review of these goals at this workshop, the Commission revised the list of goals, renaming and combining some of them while adding a seventh goal area. The agreed upon goal areas are:

- **Economic Development** (includes development and redevelopment)
- **Fiscal**
- **Infrastructure**
- **Internal Operations and Services**
- **Community Relationships** (previously titled Human Capital and Relationships)
- **Human Resources**
- **Environmental Sustainability** (new goal)

It was agreed that statements will be written for each goal area to further define what is to be addressed. The Commission then reviewed the objectives and priorities that had been identified in 2015, made changes, and agreed upon the following for 2017:

GOALS AND OBJECTIVES

Any objective that received support from three or more Commissioners (identified by number in front of each objective) is considered a priority. The rest of the objectives are listed as other. There is no significance to the order in which the goals and objectives are listed.

GOAL – ECONOMIC DEVELOPMENT

Priority Objectives

- (5) Market analysis of downtown – balance, incentives (what, how)
- (3) Complete and implement corridor plans (580, Alt. 19, etc.)

Other Objectives

- (1) Attract higher education component to city
- (0) Maintain marketing efforts: tourism, sports, arts, culture, eco-tourism

**GOAL – FISCAL
Priority Objective**

- (2) Determine long-term financial plan; budget for sustainability

Other Objectives

- (2) Pursue appropriate new and innovative public/private partnerships
- (1) Fund reserve
- (0) Explore borrowing options and capacity for capital projects prioritization

**GOAL – INFRASTRUCTURE
Priority Objectives**

- (4) Identify and prioritize major capital projects
- (3) Develop mobility plan for the city – transit, parking, golf carts, corridors, etc.

Other Objectives

- (0) Develop major IT infrastructure plan
- (1) Provide additional park land (pocket parks) on south and east sides – playground equipment

**GOAL – INTERNAL OPERATIONS & SERVICES
Priority Objective**

- (3) Revise social media policy and train employees and elected officials on policy

Other Objectives

- (0) Develop complete policy regarding computer use
- (0) Create master comprehensive disaster management plan – coordination of all departments
- (0) Develop and implement security plan

GOAL – COMMUNITY RELATIONSHIPS

Priority Objective

- (5) Continue to enhance a variety of methods to increase 2-way communication with the community.

Other Objectives

- (1) Develop strategic plan for advocacy - monitoring issues
- (0) Provide training for advisory boards
- (0) Develop customer service standards

GOAL – HUMAN RESOURCES

Other Objectives

- (0) Evaluate staffing levels – current and future
- (0) Training and education for employees and elected officials – review tuition reimbursement policy
- (0) Develop a succession plan

GOAL – ENVIRONMENTAL SUSTAINABILITY

Other Objectives

- (2) Develop sustainability goal – document energy, water quality, climate change (sea level rise)
- (0) Dedicate resources to limit sanitary sewer overflows

PRIORITY OBJECTIVES

- (5) Market analysis of downtown – balance, incentives (what, how)
- (5) Continue to enhance a variety of methods to increase 2-way communication with the Community
- (4) Identify and prioritize major capital projects
- (3) Complete and implement corridor plans (580, Alt. 19, etc.)
- (3) Determine long-term financial plan; budget for sustainability
- (3) Develop mobility plan for the city – transit, parking, golf carts, corridors, etc.
- (3) Revise social media policy and train employees and elected officials on policy

CITY COMMISSION STRATEGIC PLANNING / GOAL SETTING SESSION

JANUARY 23, 2017

TOP PRIORITIES

| | |
|---|---|
| ECONOMIC DEVELOPMENT | |
| 5 | Market Analysis of downtown-balance, incentives (what, how) |
| 3 | Complete and implement corridor plans (580, Alt. 19, etc.) |
| FISCAL | |
| 3 | Determine long-term financial plan; budget for sustainability |
| INFRASTRUCTURE | |
| 4 | Identify & prioritize major capital projects |
| 3 | Develop mobility plan for the city (transit, parking, golf carts, corridors, etc.) |
| INTERNAL OPERATIONS & SERVICES | |
| 3 | Revise social media policy and train employees and elected officials on policy |
| COMMUNITY RELATIONSHIPS | |
| 5 | Continue to enhance a variety of methods to increase 2-way communication with the community |
| HUMAN RESOURCES | |
| Nothing | |
| ENVIRONMENTAL SUSTAINABILITY | |
| Nothing | |

As approved at the 5/2/17 City Commission Work Session

**CITY COMMISSION STRATEGIC PLANNING
AND GOAL SETTING SESSION
JANUARY 23, 2017**

GOAL 1 – ECONOMIC DEVELOPMENT

Diversify local economy by encouraging entrepreneurship, small business growth, corridor enhancements and mixed-use projects to increase the City's tax base, create jobs, and generate revenue. Work with the private real estate community and Dunedin's local partners to provide housing opportunities that support economic growth and produce housing for all income ranges.

Objective: Continue to grow the Florida Business Incubator and implement the Downtown CRA Master Plan 2033.

Objective: Complete the downtown/Gateway market analysis.

Objective: Use City's visioning process to create the appropriate zoning and incentives to encourage new mixed-use project along with the redevelopment of aging and obsolete properties (adaptive re-use).

Objective: Complete and implement corridor plans (Alt 19, SR 580, etc.)

Objective: Identify and earmark City resources for affordable housing initiatives. Continue partnership with Dunedin Housing Authority and Pinellas County Community Development along with the private investment to provide a range of housing choices for low income, moderate income, workforce and market rate, both ownership and rental.

Objective: Recognize and encourage the arts, culture, history, historic preservation, tourism and eco-tourism as economic drivers.

GOAL 2 – FISCAL

To ensure the fiscal sustainability of the City in order to meet the needs of the community in the delivery of services.

Objective: Approve a recurring annual budget that is fiscally sound and stable across all funds.

Objective: Create and update annually a long-term financial plan that maintains adequate reserve levels in each fund throughout the plan.

Objective: Ensure that business processes and procedures are being followed throughout the entire organization so that City assets are properly safeguarded and controlled.

GOAL 3 – INFRASTRUCTURE

To build, restore, and maintain critical and resilient infrastructure while improving upon its reliability through sound stewardship principles and practices, which must be compatible with our environment and scalable to the realities of fiscal constraints. To leverage Master Planning and Optimization efforts across multiple public infrastructure assets in order to identify project and program outcomes in advance of detailed design and operational implementation efforts. Specific examples: an updated Stormwater Master Plan, and Refurbishment of the Reverse Osmosis Water Treatment Plant.

Objective: To identify locations, design, bid and develop the Parks and Recreation facility initiatives and deficiencies identified in the 2015 Strategic Plan including a replacement aquatic

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complex, modern street course addition to the Stirling Skate Park, new or replacement dog park, additional multi-purpose fields and ball fields.

Objective: To utilize advanced design and geographic technology software platforms for analytic modeling and mapping; thereby providing capability to make data driven business decisions concerning our critical infrastructure.

Objective: Insure continuity of operations by planning, programming, designing, and constructing a City Emergency Operations Center (EOC), while pursuing hardening efforts for essential City structures, as well as a Pre-Post Storm Event vehicle storage facility.

Objective: Construct replacement facilities for City Hall, Municipal Services and Technical Services to maximize operational efficiencies in the delivery of internal and external services consistent with past Facility Assessment Space Needs Assessments recommendations and the Commission's Penny IV signature projects list.

Objective: Develop a mobility plan for the city (transit, parking, golf carts, corridors, etc.)

GOAL 4 – INTERNAL OPERATIONS & SERVICES

Create new policies to address future service needs based on standards, best business practices, legal safeguards and fiscal sustainability. Embrace emerging technologies and trends in government to leverage operational efficiencies.

Objective: Develop and adopt a social media policy to ensure legal compliance in the use of social media in the conduct of official City business. Provide training to the City Commission, employees, boards and committees, and/or others as applicable.

Objective: Deploy an Enterprise Resource Planning (ERP) approach to integrate core business processes through a suite of applications using specialized software modules, shared database and real-time technology.

GOAL 5 – COMMUNITY RELATIONSHIPS

Employ a proactive strategy of effective communication by building positive and authentic relationship within the community with key individuals, groups and organizations. Make sensitivity to community concerns and issues pervasive throughout the organization by way incorporating Citizen Engagement tools. Utilize technology in the design and implementation of community outreach and public feedback which is balanced and easily accessible to all by drawing together cooperation from committed partners and relevant stakeholders.

Objective: Redesign the City's website for improved appearance and ease of navigation across mobile platforms. Improve online communications with a "find it fast" search option and easy to read/navigate menus.

Objective: Adopt citizen engagement tools that improve two-way, transparent and responsive communications that are both effective and expected in today's society.

Objective: Implement the Tyler EnerGov "Citizen Self Service" system to provide convenient online access to information and services. The Citizen Self Service allows citizens and

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contractors the ability to search for a parcel, apply for a permit and request an inspection, pay invoices and more.

GOAL 6 – HUMAN RESOURCES

To nurture and retain a highly qualified, professional and diverse workforce that is service-driven, responsive and effective in accomplishing the mission of the City.

- Objective:** Ensure salary and benefits that are competitive and attractive, and job descriptions that are relevant and current
- Objective:** Develop policies that provide for educational opportunities and incentives to enhance the skills and professional qualifications of the workforce
- Objective:** Coordinate onboarding and training to educate employees on the mission and vision of the City and its core business practices
- Objective:** Emphasize career pathing and succession planning to foster employee loyalty and service longevity
- Objective:** Train supervisors to effectively manage the workforce.

GOAL 7 – ENVIRONMENTAL SUSTAINABILITY

Take a leadership position in environmental stewardship by promoting green building, converting to solar energy, adoption a climate action plan, maintaining a green city rating and integrating sustainability within all the elements for the upcoming comprehensive revision.

- Objective:** Promote green building by maintaining and enhancing our green building ordinance, offering green building/sustainability incentives, evolving our sustainability matrix and making available a current list of local, state and federal grants, incentives and rebates.
- Objective:** Promote, support and require (as appropriate) the use of solar energy
- Objective:** Encourage efficiency in energy use and the development and use of energy from renewable sources
- Objective:** Continuously access “green city” ratings to continue a leadership role in environmental stewardship.
- Objective:** Ensure that the guiding principles of sustainability are reflected in every element of the comprehensive plan.

Approved by City Commission on 5/2/17 at Commission Work Session

RESOLUTION 17-11

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, NAMING THE OFFICIAL SANDWICH OF DUNEDIN AND ACKNOWLEDGING THE VFW POST 2550 AS THE CREATOR OF THE DUNEDIN CUBAN SANDWICH; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the citrus industry has been a part of Dunedin's history since the 1880s when Lee Bronson Skinner and A.L. Duncan arrived in Florida and invested in land for orange groves in the City of Dunedin; and

WHEREAS, in the early 1900s, Skinner created machinery that was able to wash, scrub and sort the fruit that came from his groves; and

WHEREAS, by 1909 Skinner had founded the Skinner Machinery Company and established a small citrus empire for himself; and

WHEREAS, Skinner's son, Bronson, developed the idea of a citrus concentrate; and

WHEREAS, by the 1940s World War II offered B.C. Skinner an opportunity when the government built a \$1.1 million concentrate plant in the City of Dunedin and B.C. Skinner began producing frozen citrus concentrate; and

WHEREAS, B.C. Skinner's business was later sold and became owned by Coca Cola; and

WHEREAS, B.C. Skinner's former land is occupied by a Coca Cola distribution center that ships worldwide; and

WHEREAS, Canadians have for over 40 years been visiting the City of Dunedin to enjoy the Toronto Blue Jays' spring training season; and

WHEREAS, VFW Post 2550 created the Dunedin Cuban Sandwich which includes an orange zest infused mayonnaise with cilantro representing the history of the orange industry in the City of Dunedin as well as two slices of Canadian bacon which represents the Canadians that visit the City of Dunedin every winter and pepperjack cheese to represent the spicy and lively culture of downtown Dunedin and its residents; and

WHEREAS, the City wishes to establish the VFW Post 2550 Dunedin Cuban Sandwich as the City of Dunedin's Official Sandwich. Now, therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. That the Dunedin Cuban Sandwich shall be the City of Dunedin's Official Sandwich and shall include the following ingredients:

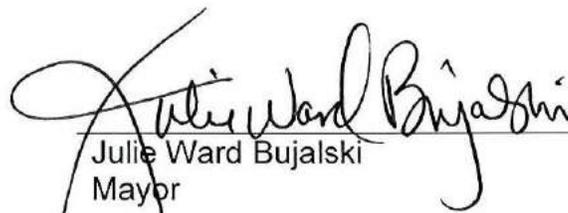
- a. Cuban bread cut six inches long.
- b. Orange zest-infused mayonnaise with cilantro.
- c. Spicy yellow/brown mustard.
- d. Two slices of Canadian bacon.
- e. Three sandwich slices of Genoa salami.
- f. A few pinches of fresh, finely chopped cilantro.
- g. A squeeze of fresh orange and a squeeze of fresh lime.
- h. Two to three ounces of mojo-injected slow roasted pulled pork shoulder.
- i. Four sandwich slices of dill pickle or one Clausen sandwich slice cut into four pieces.
- j. Two slices of sandwich-sized Swiss cheese.
- k. One sandwich-size slice of pepper jack cheese cut in half and placed at a 45° angle.

Both sides of the Cuban bread shall be buttered and pressed. Once pressed, cut the sandwich in half and let it stand for two minutes and then enjoy.

Section 2. That VFW Post 2550 shall be known as the creator and home of the City of Dunedin's Official Sandwich.

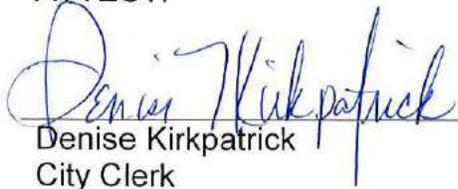
Section 3. That this Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 20th day of April, 2017.



Julie Ward Bujalski
Mayor

ATTEST:



Denise Kirkpatrick
City Clerk

RESOLUTION 17-12

A RESOLUTION OF THE CITY OF DUNEDIN, FLORIDA, URGING GOVERNOR RICK SCOTT, THE PINELLAS COUNTY DELEGATION AND THE MEMBERS OF THE FLORIDA LEGISLATURE TO SUPPORT LEGISLATION THAT CREATES A PRESUMPTIVE LINE-OF-DUTY DEATH BENEFIT, INCLUDING THE PUBLIC SAFETY OFFICERS' BENEFITS PROGRAM, THAT COVERS FIREFIGHTERS WHO DIE FROM OR ARE DISABLED BY CERTAIN CANCERS IDENTIFIED THROUGH SCIENTIFIC RESEARCH; DIRECTING THE CITY CLERK TO TRANSMIT A CERTIFIED COPY OF THIS RESOLUTION TO GOVERNOR RICK SCOTT, THE PINELLAS COUNTY DELEGATION AND THE MEMBERS OF THE FLORIDA LEGISLATURE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, firefighters are trained to risk their lives to protect the lives and property of the public; and

WHEREAS, firefighters are exposed by reason of their employment to varying levels of smoke, fumes and burning substances of a toxic, carcinogenic or poisonous nature and are required by their employment to enter uncontrolled environments in the performance of their duties, unaware of and without regard for potentially harmful exposures; and

WHEREAS, the development of cancer may be slow and may not be manifested until many years after exposure to the cancer-producing agent; and

WHEREAS, certain studies have preliminarily discovered potential links to mild increases in the incidence of cancer as a result of exposures to toxic fumes, poisons and uncontrolled environments depending on the number and duration of exposures to these contaminants; and

WHEREAS, compared to heart and lung issues, which the State of Florida already has a workers' compensation presumption for, LODDs from cancer far exceed the number of LODDs from heart and lung issues in the fire service; and

WHEREAS, last year, the Florida Legislature provided funding for a Firefighter Cancer Research program through the University of Miami Sylvester Comprehensive Cancer Center; and

WHEREAS, the University of Miami partnered with fire departments all over Florida to study cancer in firefighters; and

WHEREAS, on March 13, 2017, before the Florida House Oversight, Transparency, and Administration Subcommittee, Dr. Kobpetz, the program's administrator, stated that "there is a substantial body of evidence" that supports "the assumption that firefighting increases risk of cancer relative to the general population" and that the risk of cancer in firefighters is more than double that of the general population; and

WHEREAS, the proposed firefighter cancer presumption bills cover firefighters for four separate cancers: Testicular, Multiple myeloma, Non-Hodgkin's lymphoma, and Prostate; and

WHEREAS, these four cancers were selected because firefighters have a 102% increased risk of testicular cancer, 53% increased risk of multiple myeloma, 51% increased risk of non-Hodgkin's lymphoma, and 28% increased risk of prostate cancer over the general population; and

WHEREAS, Dunedin Fire Rescue has not been immune from cancer in the fire service; and

WHEREAS, there are countless examples of firefighters getting cancer without any family history and at a much younger age than the general population and, nationwide, more firefighters have been diagnosed with cancer in the past two years than the previous ten years combined; and

WHEREAS, further studies should be conducted regarding the potential increase in incidents of cancer; and

WHEREAS, the Dunedin City Commission believes it is fair and proper that firefighters be compensated for death or disability due to exposure to cancer-producing substances they encounter only because of their employment.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, DULY ASSEMBLED THAT:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. The Dunedin City Commission urges Governor Rick Scott, Pinellas County Delegation and all members of the Florida Legislature to strongly support the advancement and passage of HB143 and SB158 and any other similar legislation which would expand the workers' compensation and disability presumptions for firefighters with cancer.

Section 3. The City Clerk is directed to transmit a copy of this resolution to Governor Rick Scott and to the members of the Florida Legislature.

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY
OF DUNEDIN, FLORIDA, THIS 6th day of April, 2017.



Julie Ward Bujalski
Mayor

ATTEST:



Denise Kirkpatrick
City Clerk

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY
OF DUNEDIN, FLORIDA, THIS 6th day of April, 2017.



Julie Ward Bujalski
Mayor

ATTEST:



Denise Kirkpatrick
City Clerk

RESOLUTION 17-13

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, REAFFIRMING THE ADOPTION OF THE CITY FLAG FOR THE CITY OF DUNEDIN; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, two different City flags are being flown at City facilities. Those flags include a flag showing the Dunedin Coat of Arms and the other flag consists of the branding trademark which was obtained in 2014; and

WHEREAS, the City Commission wishes to reaffirm the existence of the official City flag; and

WHEREAS, the official City flag contains the Dunedin Coat of Arms which includes the following:

Crest:

The top, here known as the crest, is a clump of palm trees. They appear to be growing from the "torse." In the shape of a wreath, the torse is used to anchor the "mantling" to the "helm." The "mantle" is the traditional cloth worn over the helm to protect it from the sun. It repeats the principal colors of the arms. The "helm," to be authentic, is in the style of a helmet. A knight's helmet is used on this emblem. The helmet follows the position of the crest, in reasonable relationship, and is always naturally-colored steel to be considered proper. The helm rests on the "shield," heart of arms. The design is exclusive and cannot be ethically imitated. Unique is the technique of quartering the shield. The softening of the quartering here is done by the use of a "mace," reminiscent of the marching bands of Scotland, and the diagonal use of the Scotch plaid belonging to the clan.

Upper Left:

In the upper left-hand field is displayed a Scottish castle, appropriate in relating Dunedin to Scotland. The castle is the emblem for the royal city of Edinburgh.

Upper Right:

In the upper right-hand field is a crane. Legend has it that the crane lived in a community keeping watch over it. In one claw it held a stone. If the bird dozed, the falling stone would awaken it.

Thus the crane is often emblazoned with the attribute IN ITS VIGILANCE.

Third Quarter:

The third quarter is occupied by a stylized fish design, again projecting one of our City's natural resources.

Fourth Quarter:

The sun, in splendor, completed the quarters with its logical association with our locale.

Banner:

Dunedin's motto "Dunedin on the Gulf" is described on the upper banner with the City's name on the lower, both in the style of Old English.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY ASSEMBLED:

Section 1. That the City flag, attached hereto as Exhibit "A" to this Resolution is hereby designated as the official City flag of the City of Dunedin, Florida.

Section 2. It is the intent of the City Commission of the City of Dunedin to fly the official City flag at all City facilities.

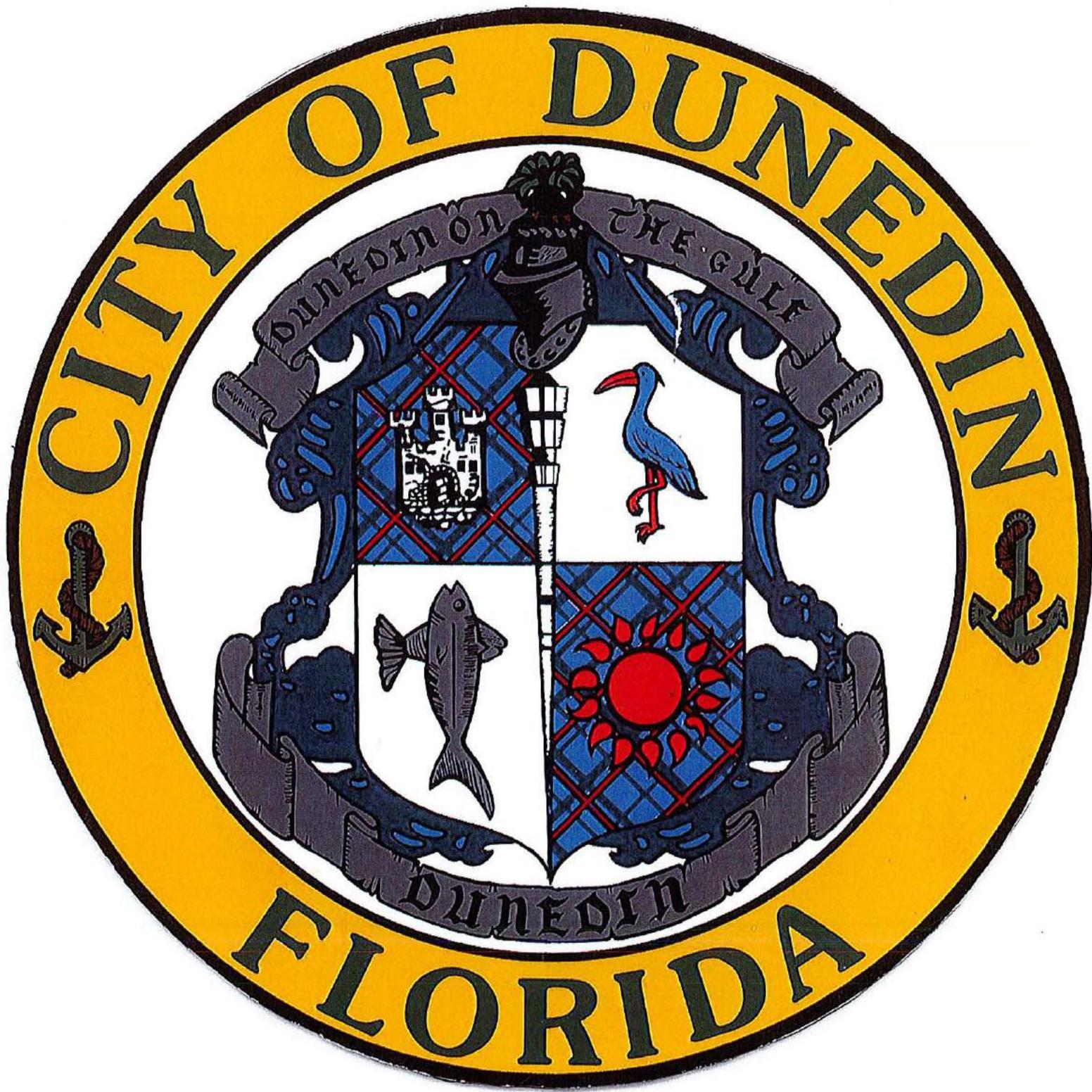
Section 3. That this Resolution shall take effect immediately upon its passage and adoption.

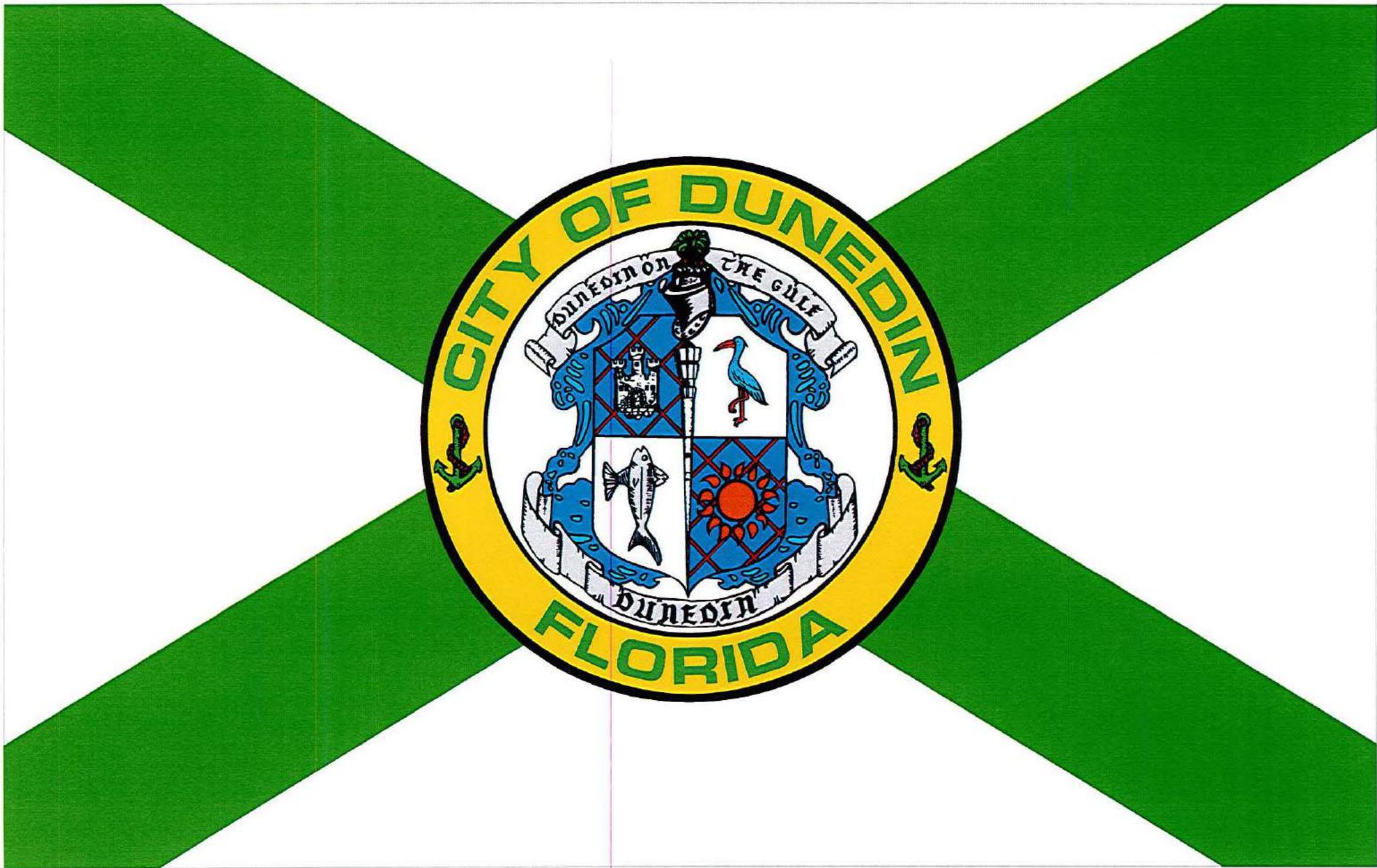
PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 11th day of July, 2017.


Julie Ward Bujalski
Mayor

ATTEST:


Denise Kirkpatrick
City Clerk





RESOLUTION 17-14

A RESOLUTION OF THE CITY OF DUNEDIN, FL, AMENDING THE OPERATING AND CAPITAL BUDGETS FOR THE CITY OF DUNEDIN, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the City Commission has considered pertinent facts and data relative to municipal finance status and needs; and

WHEREAS, the City Commission now desires to revise the FY 2017 Operating and Capital Budget; now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, DULY ASSEMBLED THAT:

Section 1. This Budget Amendment Resolution provides for budget transfers between funds and projects, and for various adjusting entries, as follows:

1. Appropriation of expenses in the General Fund resulting in no net impact on fund balance.
2. Appropriation of revenue and expenditures in the Penny Fund resulting in a decrease in fund balance of \$229,611.
3. Appropriation of expenditures in the Impact Fee Fund resulting in a decrease in fund balance of \$120,000.
4. Appropriation of expenses in the Water/Wastewater Fund resulting in no net impact to fund balance.
5. Appropriation of expenses in the Stormwater Fund resulting in a decrease in fund balance of \$596,378.
6. Appropriation of revenue in the Fleet Fund resulting in an increase in fund balance of \$5,000.
7. Appropriation of expenses in the Risk Safety Fund resulting in a decrease in fund balance of \$290,150.
8. Appropriation of revenue in the Health Benefits Fund resulting in an increase in fund balance of \$250,000.

Section 2. Necessary accounting entries to affect these changes are directed as detailed in Exhibit A.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 13th day of June, 2017.



Julie Ward Bujalski
Mayor

ATTEST:



Denise Kirkpatrick
City Clerk

Exhibit A: Resolution 17-14 Item Descriptions

FY 2017 Third Quarter Budget Amendment

| Item | Fund | Description | Project | FY 2017 Budget | Proposed Change | FY 2017 Amended | Impact on Fund Balance |
|------|-------------------------|---|---------|----------------|-----------------|-----------------|------------------------|
| A | GENERAL | • INCREASE REPAIR AND MAINTENANCE BUDGET IN PARKS MAINTENANCE PROGRAM FOR PROJECT 461703: BOAT CLUB IMPROVEMENTS | 461703 | 18,500 | 4,521 | 23,021 | (4,521) |
| | | • DECREASE CAPITAL EQUIPMENT BUDGET IN PARKS MAINTENANCE PROGRAM FOR PROJECT 461703: BOAT CLUB IMPROVEMENTS | 461703 | 1,700 | (610) | 1,090 | 610 |
| | | • DECREASE CONTRACTUAL SERVICES BUDGET IN PARKS MAINTENANCE PROGRAM | N/A | 186,000 | (3,911) | 182,089 | 3,911 |
| B | FLEET / RISK SAFETY | • INCREASE FLEET ISF REVENUE FOR ADDITIONAL FLEET REPLACEMENT CONTRIBUTION (RISK VEHICLE) | N/A | 2,800,200 | 5,000 | 2,805,200 | 5,000 |
| | | • INCREASE RISK MANAGEMENT PROGRAM EXPENSE FOR FLEET ISF TO FUND ADDITIONAL FLEET REPLACEMENT CONTRIBUTION FOR RISK VEHICLE | N/A | 7,100 | 5,000 | 12,100 | (5,000) |
| C | HEALTH / RISK SAFETY | • INCREASE HEALTH REVENUE FOR TRANSFER-IN FROM RISK SAFETY FUND | N/A | - | 250,000 | 250,000 | 250,000 |
| | | • INCREASE RISK MANAGEMENT EXPENSE FOR TRANSFER-OUT TO THE HEALTH FUND | N/A | - | 250,000 | 250,000 | (250,000) |
| D | RISK SAFETY | • INCREASE PROFESSIONAL SERVICES BUDGET IN RISK MANAGEMENT PROGRAM FOR LEGAL FEES | N/A | 5,000 | 35,150 | 40,150 | (35,150) |
| E | PENNY / IMPACT FEE FUND | • INCREASE PENNY FUND REVENUE FOR TRANSFER-IN FROM LDO IMPACT FEE FUND FUND | N/A | - | 120,000 | 120,000 | 120,000 |
| | | • INCREASE LDO IMPACT FEE FUND EXPENSE FOR TRANSFER-OUT TO THE PENNY FUND | N/A | - | 120,000 | 120,000 | (120,000) |
| F | PENNY | • INCREASE PENNY FUND EXPENSES FOR THE ACQUISITION OF THE CLUBHOUSE AT DUNEDIN GOLF CLUB AND ASSOCIATED EXPENSES | N/A | - | 349,611 | 349,611 | (349,611) |
| G | STORMWATER | • INCREASE CAPITAL BUDGET IN STORMWATER PROGRAM FOR PROJECT 531401: LAKEWOOD ESTATES DRAINAGE IMPROVEMENTS | 531401 | 3,985,982 | 596,378 | 4,582,360 | (596,378) |
| H | WATER/WASTEWATER | • DECREASE WASTEWATER CAPITAL BUDGET FOR PROJECT 521602: WW DENITE FILTER REHAB | 521602 | 7,664,483 | (530,600) | 7,133,883 | 530,600 |
| | | • INCREASE WASTEWATER REPAIR & MAINTENANCE BUDGET FOR PROJECT 529803: SEWERLINE R&R | 529803 | 309,551 | 147,100 | 456,651 | (147,100) |
| | | • INCREASE WASTEWATER REPAIR & MAINTENANCE BUDGET FOR PROJECT 529502: MANHOLE REHAB | 529502 | 456,651 | 65,400 | 522,051 | (65,400) |
| | | • INCREASE WASTEWATER CAPITAL BUDGET FOR PROJECT 529904: SEWER LINING | 529904 | 661,128 | 318,100 | 979,228 | (318,100) |

Exhibit B: Impact of BA Res. 17-14 on Fund Balance

FY 2017 ESTIMATED ENDING AVAILABLE FUND BALANCE COMPARISON TO RESERVE POLICY

| Fund | FY 2017 Beg. | Planned | Impact of YTD | Impact of Proposed | Est. Ending | Est Ending Avail. FB | FY 2017 | Dollars |
|---------------------------------|-------------------|---------------------|---------------------|--------------------|-------------------|----------------------|----------------|---------------|
| | Available Fund | Incr/Decr to | Budget | Budget Amendment | Available Fund | as % of Operating | Reserve Target | Over/Under |
| | Balance | Avail. Fund Balance | Amendments | Res. 17-14 | Balance | Budget | Level | Reserve Level |
| General Fund | 7,396,903 | (3,306,000) | (280,581) | - | 3,810,322 | 15% | 3,888,225 | (77,903) |
| Stadium Fund | 92,911 | 700 | (3,488) | - | 90,123 | 18% | 90,510 | (387) |
| Impact Fee Funds | 305,806 | 115,200 | - | (120,000) | 301,006 | N/A | N/A | N/A |
| Building Fund | - | 238,700 | - | - | 238,700 | 34% | 138,795 | 99,905 |
| County Gas Tax Fund | 969,740 | 14,200 | (681,555) | - | 302,385 | 172% | 26,445 | 275,940 |
| Penny Fund | 5,182,441 | 2,202,400 | (831,765) | (229,611) | 6,323,465 | N/A | N/A | N/A |
| CRA Fund | 197,717 | 117,700 | (62,847) | - | 252,570 | 75% | 50,775 | 201,795 |
| Solid Waste Fund* | 1,481,767 | (330,300) | (965,403) | - | 186,064 | 4% | 665,865 | (479,801) |
| Water/Sewer Fund* | 16,337,669 | (3,253,200) | (7,682,049) | - | 5,402,420 | 42% | 4,260,600 | 1,141,820 |
| Parking Fund | - | 916,800 | - | - | 916,800 | N/A | N/A | N/A |
| Marina Fund* | 843,029 | 124,900 | (247,600) | - | 720,329 | 209% | 86,025 | 634,304 |
| Stormwater Fund* | 6,543,221 | (379,100) | (3,688,501) | (596,378) | 1,879,242 | 103% | 1,193,850 | 685,392 |
| Fleet Fund* | 3,584,602 | (734,900) | (760,247) | 5,000 | 2,094,455 | N/A | N/A | N/A |
| Facilities Maintenance Fund* | 950,328 | (12,300) | (33,658) | - | 904,370 | N/A | N/A | N/A |
| Risk Safety Insurance Fund* | 3,614,952 | 180,700 | 200 | (290,150) | 3,505,702 | 209% | 3.5-4.5M | 5,702 |
| Health Benefits Insurance Fund* | 101,319 | 267,500 | - | 250,000 | 618,819 | 15% | 625,365 | (6,546) |
| IT Services Fund* | 264,863 | (277,800) | 67,482 | - | 54,545 | N/A | N/A | N/A |
| TOTAL | 47,867,268 | (4,114,800) | (15,170,012) | (981,139) | 27,601,317 | | | |

* For enterprise and internal service funds "available fund balance" is working capital (current assets - current liabilities);

RESOLUTION 17-15

**A RESOLUTION OF THE CITY OF DUNEDIN, FLORIDA,
ACCEPTING PUBLIC EASEMENTS AND OTHER DEDICATIONS
IN THE PLAT OF THE DUNEDIN COMMONS SUBDIVISION;
AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.**

WHEREAS, the plat of the Dunedin Commons Subdivision was heretofore approved by the City Commission of the City of Dunedin, Florida, and shall be recorded in the Public Records of Pinellas County, Florida; and

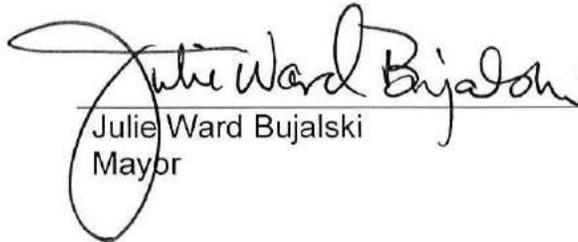
WHEREAS, by said plat the easement dedications shown thereon were revised to distinguish those dedicated to the public and those reserved for common use by the property owners; now, therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. That the City does hereby accept the dedication of all easements and other dedications reflected on the plat.

Section 2. That this Resolution shall become effective immediately upon final passage, adoption and upon review and approval of the City Manager for consistency between the dedications and notations on the plat.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 4th day of May, 2017.



Julie Ward Bujalski
Mayor

ATTEST:



Denise Kirkpatrick
City Clerk

DUNEDIN COMMONS

A TRACT OF LAND LYING AND BEING A PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST CITY OF DUNEDIN, PINELLAS COUNTY, FLORIDA

DESCRIPTION

LOT 1, LOT 4 AND TRACTS A, B, C AND D

A TRACT OF LAND LYING AND BEING A PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, ALSO BEING A POINT IN THE CENTERLINE OF PATRICK AVENUE; THENCE ALONG THE EAST-WEST CENTERLINE OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, THE FOLLOWING: S80°54'31" W, 50.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF PATRICK AVENUE; THENCE S88°31'47" E, 336.15 FEET TO THE POINT OF BEGINNING; THENCE S82°53'45" E, 65.90 FEET; THENCE LEAVING SAID EAST-WEST CENTERLINE, S47°15'07" W, 105.00 FEET TO A NON-TANGENT CURVE CONCAVE NORTHWEST; HAVING A RADIUS OF 400.00 FEET; THENCE SUBSEQUENTLY ALONG SAID CURVE 148.52 FEET, THROUGH A CENTRAL ANGLE OF 20°47'40" (CHORD BEARING S57°41'07" W, 144.33 FEET); THENCE NON-TANGENT, S48°34'11" E, 47.36 FEET; THENCE S20°27'07" E, 23.25 FEET; THENCE S41°47'44" W, 20.03 FEET; THENCE S01°04'33" W, 65.77 FEET; THENCE S11°22'00" E, 22.76 FEET; THENCE S40°15'07" W, 150.30 FEET; THENCE S00°17'22" E, 48.90 FEET; THENCE S00°00'00" E, 101.18 FEET; THENCE S01°04'33" W, 60.47 FEET; THENCE S07°03'30" W, 64.45 FEET; THENCE S01°07'34" W, 64.00 FEET; THENCE S35°27'30" W, 14.26 FEET; THENCE S02°00'37" E, 118.84 FEET TO A NON-TANGENT CURVE CONCAVE NORTHEAST AND HAVING A RADIUS OF 200.00 FEET BEING THE NORTH RIGHT-OF-WAY LINE OF SCOTSDALE STREET (40 FOOT RIGHT-OF-WAY); THENCE WESTERLY ALONG SAID CURVE, 27.44 FEET THROUGH A CENTRAL ANGLE OF 07°31'41" (CHORD BEARING S48°30'17" W, 27.42 FEET); THENCE CONCAVE ALONG SAID LINE, N48°01'25" W, 65.51 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF PATRICK AVENUE; SAID LINE ALSO BEING 50.00 FEET FROM THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST; THENCE N00°14'57" E, 715.80 FEET, ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE LEAVING SAID LINE, S55°04'33" E, 277.54 FEET; THENCE N40°01'25" W, 148.88 FEET; THENCE S88°17'07" E, 50.33 FEET; THENCE S39°00'37" E, 143.93 FEET; THENCE N40°01'25" W, 124.10 FEET; THENCE S48°15'24" E, 110.37 FEET; THENCE S46°02'37" E, 103.37 FEET; THENCE S47°43'31" E, 40.00 FEET; THENCE N48°01'25" W, 45.64 FEET; THENCE N48°01'25" W, 45.64 FEET; THENCE S46°02'37" E, 36.30 FEET; THENCE N48°01'25" W, 35.16 FEET; THENCE N47°12'12" E, 14.12 FEET; THENCE N48°01'25" W, 20.42 FEET; THENCE N48°01'25" W, 34.65 FEET; THENCE N48°01'25" W, 36.17 FEET; THENCE N48°01'25" W, 10.44 FEET; THENCE N48°01'25" W, 21.30 FEET; THENCE N48°01'25" W, 35.34 FEET; THENCE N48°01'25" W, 14.18 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH

LOT 2

A TRIANGLE PORTION OF LAND LYING AND BEING IN THE NE 1/4 OF THE SW 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NE 1/4 OF THE SW 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF THE SW 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, 1325.48 FEET TO THE SOUTHEAST CORNER OF THE NE 1/4 OF THE SW 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST; THENCE ALONG THE NORTH/SOUTH CENTERLINE OF SAID SECTION 35, N00°00'00" E, 490.88 FEET TO THE POINT OF BEGINNING; SAID POINT BEING ON THE EASTERN BOUNDARY OF WILLOW WOOD PALACE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 83, PAGES 9 THROUGH 11, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE N40°14'31" W, 137.37 FEET ALONG SAID EASTERN BOUNDARY OF WILLOW WOOD PALACE TO A POINT ON THE SOUTHEASTERN RIGHT-OF-WAY OF SCOTSDALE STREET; THENCE ALONG SAID SOUTHEASTERN RIGHT-OF-WAY OF SCOTSDALE STREET, S04°02'21" E, 815.00 FEET TO A POINT ON THE NORTH/SOUTH CENTERLINE OF SAID SECTION 35; SAID POINT ALSO BEING THE WESTERLY MOST CORNER OF SCOTSDALE BLUFFS PHASE 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 114, PAGES 83 THROUGH 85, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG SAID NORTH/SOUTH CENTERLINE OF SAID SECTION 35, ALSO BEING THE WESTERLY BOUNDARY OF SAID SCOTSDALE BLUFF PHASE 1, S00°00'00" E, 174.45 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH

LOT 3 AND TRACT E

THAT PORTION OF THE NE 1/4 OF THE SW 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NE 1/4 OF THE SW 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF THE SW 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, 899.01 FEET, 1333.48 FEET TO THE SOUTHWEST CORNER OF THE NE 1/4 OF THE SW 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST; THENCE ALONG THE NORTH/SOUTH CENTERLINE OF SAID SECTION 35, N00°00'00" E, 484.45 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SCOTSDALE STREET; THENCE N43°25'02" W, 42.24 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SCOTSDALE STREET AND THE POINT OF BEGINNING; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) CURVES: (1) S15°52'57" W, 325.00 FEET TO A NON-TANGENT CURVE CONCAVE NORTHEAST, HAVING A RADIUS OF 200.00 FEET; (2) THENCE WESTERLY ALONG SAID CURVE 188.73 FEET, THROUGH A CENTRAL ANGLE OF 31°09'00" (CHORD BEARING S57°19'22" W, 107.40 FEET); THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE, N48°53'17" W, 18.94 FEET; THENCE N31°17'30" E, 16.81 FEET; THENCE N48°17'34" E, 44.02 FEET; THENCE N48°01'25" W, 34.36 FEET; THENCE N00°00'00" E, 101.18 FEET; THENCE N48°01'25" W, 16.81 FEET; THENCE N43°27'27" W, 46.36 FEET; THENCE N42°10'17" W, 150.16 FEET; THENCE N41°27'00" W, 20.78 FEET; THENCE N48°10'37" E, 43.77 FEET; THENCE N47°47'44" W, 22.03 FEET; THENCE N42°12'18" W, 24.25 FEET; THENCE S08°54'11" E, 350.87 FEET; THENCE S00°00'00" W, 485.54 FEET TO THE POINT OF BEGINNING;

DEDICATION

OWNER AS TO LOTS 1, 3, 4 AND TRACTS A, B, C AND D

DUNEDIN COMMONS, LLC, A FLORIDA LIMITED LIABILITY COMPANY (OWNER A), AS THE FEE SIMPLE OWNER OF LOT 1, LOT 3, LOT 4, TRACT A, TRACT B, TRACT C, AND TRACT D WITHIN THE PLATTED LANDS REFERRED TO HEREIN AS "DUNEDIN COMMONS," DOES HEREBY DEDICATE THIS PLAT FOR RECORD. FURTHER, OWNER A DOES HEREBY STATE, DECLARE AND DEDICATE AS FOLLOWS:

- OWNER A RESERVES AND GRANTS TO THE CITY OF DUNEDIN, FLORIDA (THE CITY) AND PROVIDERS OF LAW ENFORCEMENT, FIRE EMERGENCY, EMERGENCY MEDICAL, SCHOOL BUSING, SANITATION, WASTE, PASSENGER DELIVERY, SOLID WASTE, SEWAGE, AND OTHER SIMILAR GOVERNMENTAL AND QUASI-GOVERNMENTAL SERVICES, A PERPETUAL, NON-EXCLUSIVE ACCESS EASEMENT OVER AND ACROSS ALL PRIVATE ROADS AND PRIVATE RIGHTS-OF-WAY NOW OR HEREAFTER LOCATED WITHIN LOT 1 AND LOT 4, FOR INGRESS AND EGRESS FOR THE PERFORMANCE OF THEIR OFFICIAL DUTIES.
- OWNER A RESERVES TRACT A, TRACT B, TRACT C AND LOT 3, FOR FUTURE DEDICATION AS PASSIVE PUBLIC PARKLAND SUBSEQUENT TO THE RECORDING OF THIS PLAT.
- OWNER A RESERVES A PERPETUAL, NON-EXCLUSIVE INGRESS, EGRESS AND ACCESS EASEMENT OVER AND ACROSS THE INGRESS/EGRESS EASEMENTS SHOWN WITHIN TRACT A AND TRACT B, WHICH EASEMENT RIGHTS INCLUDE THE RIGHT TO MAINTAIN, REPAIR AND REPLACE, AS NECESSARY, ANY MONUMENTS OR DEVICES LOCATED WITHIN SUCH EASEMENT AREAS.
- OWNER A GRANTS AND DEDICATES TRACT D TO THE CITY FOR CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF A WATER WELL AND RELATED PURPOSES.

OWNER A

DUNEDIN COMMONS, LLC, A FLORIDA LIMITED LIABILITY COMPANY

BY:

RICHARD L. REEDMAN, MANAGER

WITNESS

WITNESS

WITNESS (PRINT NAME)

WITNESS (PRINT NAME)

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY THAT ON THIS _____ DAY OF _____, 2017 BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY APPEARED _____, AS _____, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE OF DEDICATION AND GENERALLY ACKNOWLEDGES THE EXECUTION THEREOF TO BE HIS OWN FREE ACT AND DEED, AS SUCH OFFICER, FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL AT THE STATE OF FLORIDA, COUNTY OF _____, THE DAY AND YEAR ABOVE SAID.

MY COMMISSION EXPIRES: _____ COMMISSION NO. _____

SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

PRINT NAME OF NOTARY PUBLIC
OR PLACE STAMP OR SEAL HERE

DEDICATION

OWNER AS TO LOT 2 AND TRACT E

BEARD HOMES, CORP., A TENNESSEE CORPORATION (OWNER B), AS THE FEE SIMPLE OWNER OF LOT 2 AND TRACT E WITHIN THE PLATTED LANDS REFERRED TO HEREIN AS "DUNEDIN COMMONS," DOES HEREBY DEDICATE THIS PLAT FOR RECORD. FURTHER, OWNER B DOES HEREBY STATE, DECLARE AND DEDICATE AS FOLLOWS:

- OWNER B RESERVES AND GRANTS TO THE CITY AND PROVIDERS OF LAW ENFORCEMENT, FIRE EMERGENCY, EMERGENCY MEDICAL, SCHOOL BUSING, SANITATION, WASTE, PASSENGER DELIVERY, SOLID WASTE, SEWAGE, AND OTHER SIMILAR GOVERNMENTAL AND QUASI-GOVERNMENTAL SERVICES, A PERPETUAL, NON-EXCLUSIVE ACCESS EASEMENT OVER AND ACROSS ALL PRIVATE ROADS AND PRIVATE RIGHTS-OF-WAY NOW OR HEREAFTER LOCATED WITHIN LOT 2, FOR INGRESS AND EGRESS FOR THE PERFORMANCE OF THEIR OFFICIAL DUTIES.
- OWNER B GRANTS AND DEDICATES TRACT E TO THE CITY FOR CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF A WATER WELL AND RELATED PURPOSES.

OWNER B

BEARD HOMES CORP., A TENNESSEE CORPORATION

BY:

WITNESS

WITNESS

NAME PRINTED

WITNESS (PRINT NAME)

WITNESS (PRINT NAME)

TITLE

WITNESS (PRINT NAME)

WITNESS (PRINT NAME)

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY THAT ON THIS _____ DAY OF _____, 2017 BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY APPEARED _____, AS _____, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE OF DEDICATION AND GENERALLY ACKNOWLEDGES THE EXECUTION THEREOF TO BE HIS OWN FREE ACT AND DEED, AS SUCH OFFICER, FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL AT THE STATE OF _____, COUNTY OF _____, THE DAY AND YEAR ABOVE SAID.

MY COMMISSION EXPIRES: _____ COMMISSION NO. _____

SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

PRINT NAME OF NOTARY PUBLIC
OR PLACE STAMP OR SEAL HERE

SURVEYOR'S CERTIFICATE:

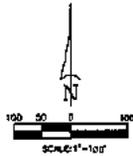
I, DAN H. REEDMAN, HEREBY CERTIFY THAT ON DECEMBER 28, 2016, REVISED DECEMBER 28, 2016, THIS PROPERTY WAS SURVEYED AND THIS PLAT WAS MADE UNDER MY DIRECTION AND SUPERVISION AND IS A TRUE REPRESENTATION OF THE LANDS DESCRIBED AND SHOWN, AND THAT PERMANENT REFERENCE MONUMENTS (PMU'S) AND LOT CORNERS HAVE BEEN PLACED AS INDICATED HEREON IN ACCORDANCE WITH THE STATUTES OF THE STATE OF FLORIDA THEREAFTER APPROPRIATING, AND THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART I, FLORIDA STATUTES OF THE LAWS OF THE STATE OF FLORIDA PERTAINING TO MATERIALS AND CONSTRUCTION.

DAN H. REEDMAN, PROFESSIONAL LAND SURVEYOR NO. 5227
PILARIS ASSOCIATES, INC., EB 513
2165 SUNSHINE BOULEVARD, SUITE D
CLEARWATER, FL 34616



DUNEDIN COMMONS

A TRACT OF LAND LYING AND BEING A PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST
CITY OF DUNEDIN, PINELLAS COUNTY, FLORIDA



LEGEND

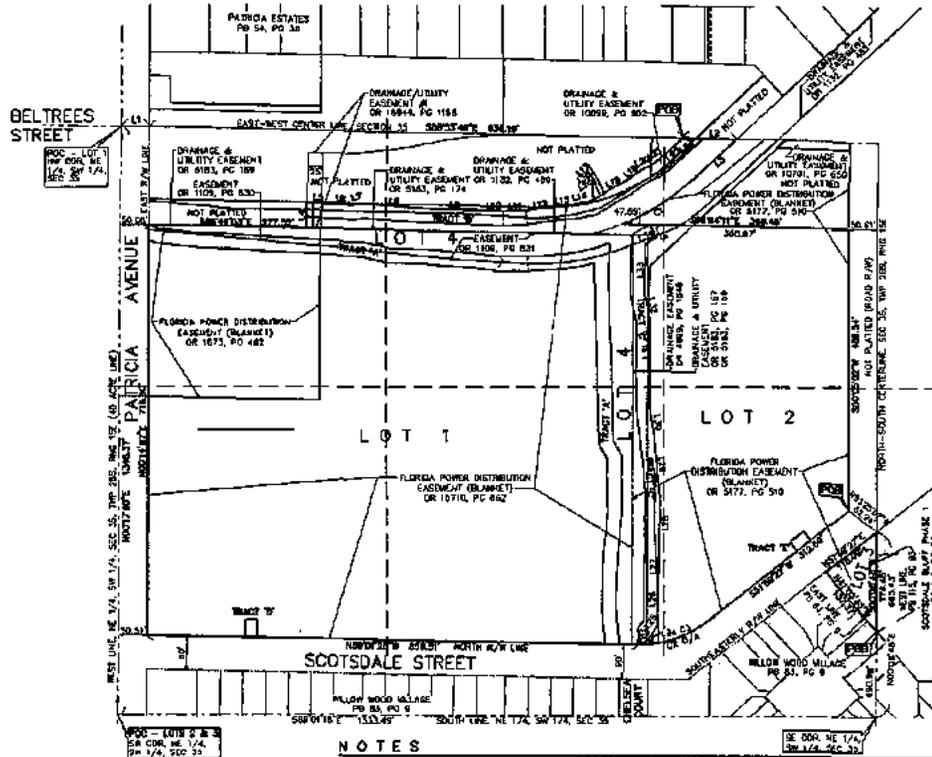
SD = 3" DIA. 6' HIGH 18" DIA. (10")
 PD = 12" DIA. 6' HIGH 18" DIA. (10")
 SE = 3" DIA. 6' HIGH 18" DIA. (10")
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 SO = 3" DIA. 6' HIGH 18" DIA. (10")
 CO = 6" DIA. 6' HIGH 18" DIA. (10")
 CP = 6" DIA. 6' HIGH 18" DIA. (10")
 IS = 6" DIA. 6' HIGH 18" DIA. (10")
 NO = 6" DIA. 6' HIGH 18" DIA. (10")
 NP = 6" DIA. 6' HIGH 18" DIA. (10")
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 OP = 6" DIA. 6' HIGH 18" DIA. (10")
 PR = 6" DIA. 6' HIGH 18" DIA. (10")
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 PT = 6" DIA. 6' HIGH 18" DIA. (10")
 PU = 6" DIA. 6' HIGH 18" DIA. (10")
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 PX = 6" DIA. 6' HIGH 18" DIA. (10")
 PY = 6" DIA. 6' HIGH 18" DIA. (10")
 PZ = 6" DIA. 6' HIGH 18" DIA. (10")

LINE TABLE

| LINE | LENGTH | BEARING | LINE | LENGTH | BEARING |
|------|--------|-------------|------|--------|-------------|
| L1 | 20.07 | S89°52'46"E | L23 | 18.84 | N1°50'27"W |
| L2 | 163.22 | S89°52'46"E | L24 | 50.50 | S70°25'27"E |
| L3 | 168.22 | S47°02'30"W | L25 | 18.24 | N30°07'30"E |
| L4 | 44.28 | N00°28'17"E | L26 | 22.11 | N0°28'17"E |
| L5 | 35.42 | S88°41'21"E | L27 | 64.09 | N08°17'54"E |
| L6 | 45.10 | S89°00'37"E | L28 | 14.06 | S08°17'54"W |
| L7 | 13.40 | N00°00'18"E | L29 | 14.06 | N02°05'35"E |
| L8 | 110.47 | S89°23'24"E | L30 | 202.00 | S02°00'00"W |
| L9 | 103.22 | S89°00'37"E | L31 | 108.27 | N00°00'00"E |
| L10 | 34.20 | S87°23'53"E | L32 | 104.15 | N00°18'00"W |
| L11 | 60.01 | N87°34'17"E | L33 | 104.15 | N00°18'00"W |
| L12 | 43.86 | N00°00'30"E | L34 | 104.15 | N00°18'00"W |
| L13 | 30.22 | N84°53'40"E | L35 | 104.15 | N00°18'00"W |
| L14 | 44.89 | N00°18'00"E | L36 | 104.15 | N00°18'00"W |
| L15 | 38.17 | N84°42'38"E | L37 | 104.15 | N00°18'00"W |
| L16 | 8.89 | N82°50'07"E | L38 | 20.28 | N11°22'00"W |
| L17 | 8.89 | N82°50'07"E | L39 | 20.28 | N11°22'00"W |
| L18 | 14.28 | N02°24'20"E | L40 | 20.28 | N11°22'00"W |
| L19 | 25.17 | N02°24'20"E | L41 | 20.28 | N11°22'00"W |
| L20 | 20.42 | N05°48'14"E | L42 | 20.28 | N11°22'00"W |
| L21 | 21.30 | N02°24'20"E | L43 | 22.02 | N01°40'44"E |
| L22 | 26.28 | N01°23'24"E | L44 | 22.02 | N01°40'44"E |
| L23 | 16.48 | N68°21'07"W | L45 | 27.22 | N01°17'04"W |
| | | | L46 | 27.22 | N01°17'04"W |

CURVE TABLE

| CURVE | ARC | RADIUS | DELTA | CHORD BEARING & LENGTH |
|-------|--------|--------|-----------|------------------------|
| C1 | 143.17 | 493.00 | 20°47'10" | S02°41'07"W 144.35 |
| C2 | 138.37 | 200.00 | 33°09'40" | S71°32'27"W 133.58 |
| C3 | 155.37 | 200.00 | 41°00'00" | S59°09'29"W 103.40 |
| C4 | 24.20 | 200.00 | 201.41 | S85°25'12"W 24.20 |
| C5 | 27.44 | 200.00 | 73°11'41" | S85°50'12"W 27.47 |



NOTES

- BEARINGS ARE BASED ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING ASSUMED AS S.0077.0761N.
- NOTICE: THIS PLAN, AS RECORDED IN ITS GRAPHICAL FORM IS THE OFFICIAL DEPICTION OF THE SURVEYED LANDS DESCRIBED HEREIN AND WILL BE NO OBLIGATIONS BE SUPPLEMENTED IN AUTHORITY BY ANY OTHER GRAPHIC OR ORIGINAL FORM OF THIS PLAN. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAN THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- UTILITY AND DRAINAGE EASEMENT USE RESTRICTIONS, NO PERMANENT PRIVATE STRUCTURES, INCLUDING MASONRY OR CONCRETE BLOCK FENCES, ARE TO BE LOCATED WITHIN THE UTILITY OR DRAINAGE EASEMENTS SHOWN HEREIN IN THE ABSENCE OF A SPECIFIC PERMIT FOR SUCH STRUCTURES.
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DRAINAGE AND SEWERAGE SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OWNED BY A PARTICULAR ELECTRIC TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC UTILITY SERVICE COMMISSION.
- SEE DETAIL SHEETS 9 THROUGH 9 FOR CORNER MONUMENTS.
- THIS PROPERTY IS SUBJECT TO THE DECLARATION OF EASEMENTS AND COVENANTS DATED FEBRUARY 3, 2014 AS RECORDED IN OFFICIAL RECORDS BOOK 10074, PAGES 618-624.

POLARIS ASSOCIATES, INC.
 PROFESSIONAL SURVEYOR - ID 8177
 6788 BUNNELL ROAD, SUITE 201
 CLEARWATER, FLORIDA 34625
 PH (727) 461-9815 FAX (727) 461-9818
 www.polarisinc.com

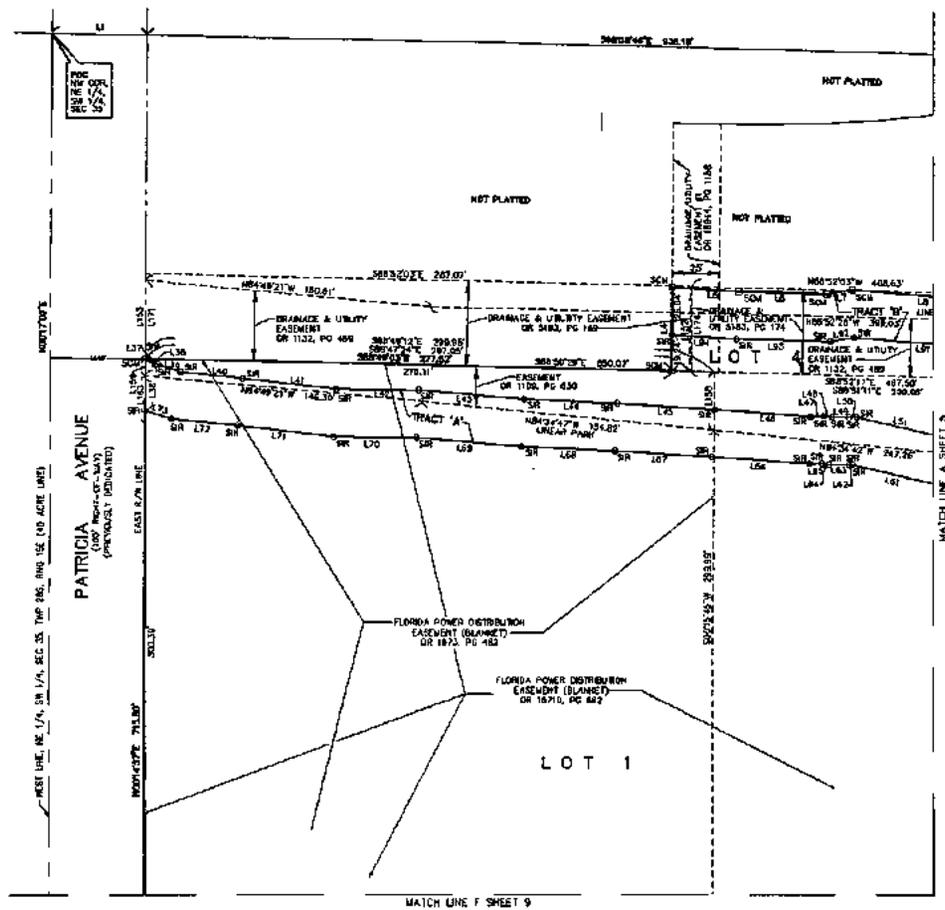
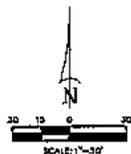
DUNEDIN COMMONS

A TRACT OF LAND LYING AND BEING A PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 28 SOUTH, RANGE 15 EAST
CITY OF DUNEDIN, PINELLAS COUNTY, FLORIDA

LEGEND

SD = SET AND A BENCH OR GHI (FOOT)
 TD = FOUND BENCH OR MARK
 SD = SET TOP IRON ROD & CAP (FOOT)
 FR = FOUND IRON ROD & CAP
 SD = SET 1" CONCRETE MONUMENT
 TYPED FOR REF. ONLY

FOU = FOUND CONCRETE MONUMENT
 CR = CONCRETE PLAT ROD
 LS = LICENSED BUSINESS NUMBER
 PG = NUMBER
 PMS = HIGH MOUNT
 DM = DRAINAGE
 OR = OFFICIAL RECORD
 RP = PLAT BOOK
 PCP = PROFESSIONAL CONTROL POINT
 AG = PAGE
 PLS = PROFESSIONAL LAND SURVEYOR
 POC = POINT OF COMMENCEMENT
 PMS = POINT OF BEGINNING
 PMS = PROFESSIONAL SURVEYOR'S MONUMENT
 PSM = PROFESSIONAL SURVEYOR'S MARKING
 DS = DRIVE
 RW = RIGHT-OF-WAY
 ST = STATE ROAD
 SW = SIDEWALK
 RW = ROADWAY



LINE TABLE

| LINE | LENGTH | BEARING | LINE | LENGTH | BEARING |
|------|--------|-------------|------|--------|-------------|
| L1 | 50.81 | S88°53'28\" | L89 | 4.20 | S87°58'08\" |
| L2 | 44.88 | S62°08'24\" | L90 | 61.85 | S86°31'37\" |
| L3 | 35.25 | S38°33'32\" | L91 | 81.29 | N88°43'28\" |
| L4 | 45.95 | S80°00'20\" | L92 | 49.57 | N87°36'27\" |
| L5 | 13.42 | N02°00'18\" | L93 | 50.54 | S89°31'04\" |
| L6 | 310.32 | S88°45'44\" | L94 | 43.23 | N89°28'33\" |
| L7 | 22.19 | N08°14'52\" | L95 | 50.84 | N83°35'31\" |
| L8 | 1.87 | S88°49'53\" | L96 | 30.07 | N84°00'53\" |
| L9 | 4.81 | S52°24'22\" | L97 | 16.27 | N77°58'00\" |
| L10 | 12.72 | S72°00'40\" | L98 | 107.87 | N85°55'54\" |
| L11 | 42.32 | S84°19'33\" | L99 | 124.87 | S89°51'18\" |
| L12 | 49.84 | S82°01'11\" | L100 | 44.84 | N88°10'20\" |
| L13 | 43.30 | S82°38'37\" | L101 | 34.97 | S88°32'07\" |
| L14 | 50.83 | S82°17'04\" | L102 | 49.09 | N82°17'00\" |
| L15 | 49.67 | S87°36'27\" | L103 | 44.67 | S89°34'57\" |
| L16 | 31.31 | S86°43'46\" | L104 | 50.84 | S82°11'46\" |
| L17 | 50.86 | S88°11'32\" | L105 | 8.09 | N82°04'37\" |
| L18 | 7.87 | N87°56'06\" | L106 | 24.88 | N82°32'57\" |
| L19 | 2.44 | S82°36'13\" | L107 | 14.06 | N82°08'28\" |
| L20 | 1.12 | S88°11'02\" | L108 | 26.07 | S88°31'02\" |
| L21 | 4.07 | N88°45'26\" | L109 | 14.50 | S84°07'57\" |
| L22 | 50.82 | S77°13'18\" | L110 | 17.74 | S87°18'13\" |
| L23 | 49.88 | S77°33'48\" | L111 | 26.06 | S83°15'29\" |
| L24 | 1.90 | S88°13'52\" | L112 | 17.24 | N87°40'45\" |
| L25 | 14.28 | N88°27'40\" | L113 | 31.18 | S89°14'57\" |
| L26 | 7.67 | N82°50'19\" | L114 | 44.88 | S89°27'00\" |

POLARIS ASSOCIATES, INC.
 PROFESSIONAL SURVEYOR - 18 812
 2815 BAYVIEW BOULEVARD, SUITE 10
 DUNEDIN, FLORIDA 33525
 PH: (813) 491-8113 FAX: (813) 491-8848
 www.polaris.com



Home of Honeymoon Island

PLANNING & DEVELOPMENT
737 LOUDEN AVENUE
DUNEDIN, FL 34698
727.298.3210

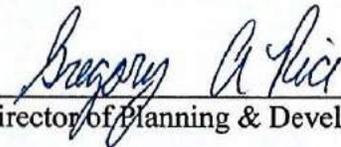
PLAT REVIEW COMPLETION CERTIFICATE

SUBDIVISION NAME: DUNEDIN COMMONS

LOCATION: 375 PATRICIA AVENUE, DUNEDIN, FL 34698

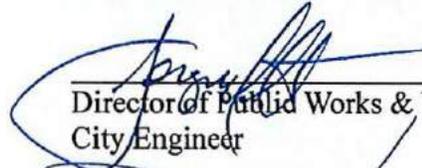
The above-referenced plat has been reviewed by staff and found to be in compliance with applicable City ordinances and State statutes. A formal resolution of acceptance of the plat will be presented for the City Commission's approval pursuant to Section 104-60.6.10 of the City of Dunedin Land Development Code.

Staff Approvals:



Director of Planning & Development

4-20-2017
Date



Director of Public Works & Utilities/
City Engineer

4-20-17
Date



Interim City Manager

4.20.17
Date

AERIAL OF SITE - DUNEDIN COMMONS



5

RESOLUTION 17-16

A RESOLUTION OF THE CITY OF DUNEDIN, FL, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY, FLORIDA AND MUNICIPALITIES WITHIN PINELLAS COUNTY, FLORIDA FOR THE DISTRIBUTION OF INFRASTRUCTURE SALES SURTAX; PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, Section 212.055(2), Florida Statutes, authorizes the County to levy a local government infrastructure sales surtax of one percent (1%) throughout Pinellas County, Florida ("Infrastructure Sales Surtax"), subject to referendum approval; and

WHEREAS, as provided by Section 212.055(2)(c)1, Florida Statutes, the net proceeds of the surtax may be distributed as provided in an interlocal agreement; and;

WHEREAS, the City recognizes the continued need to fund critical infrastructure improvements; and

WHEREAS, the City Commission desires to authorize the Mayor to execute the Interlocal Agreement with Pinellas County and municipalities within Pinellas County regarding the distribution of infrastructure sales surtax proceeds from January 1, 2020 through December 31, 2029.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, DULY ASSEMBLED THAT:

1. The Mayor is hereby authorized to execute the Interlocal Agreement for the distribution of Infrastructure Sales Surtax.
2. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 18th day of May, 2017.


Julie Ward-Bujalski
Mayor

ATTEST:


Denise M. Kirkpatrick
City Clerk

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into as of this 1ST of AUGUST, 2017, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as the "County," and the municipalities within Pinellas County as set forth on the signature pages attached hereto, hereinafter referred to as the "Cities."

RECITALS:

WHEREAS, Section 212.055(2), Florida Statutes, authorizes the County to levy a local government infrastructure sales surtax of one percent (1%) throughout Pinellas County, Florida ("Infrastructure Sales Surtax"), subject to referendum approval; and

WHEREAS, as provided by Section 212.055(2)(c)1, Florida Statutes, the net proceeds of the surtax may be distributed as provided in an interlocal agreement; and

WHEREAS, the County and the Cities recognize a continuing need to fund critical infrastructure improvements, and the County intends to adopt an ordinance calling for a referendum on the question of extending the Infrastructure Sales Surtax for an additional ten (10) year period at an election to be held on November 7, 2017 ("Extension"); and

WHEREAS, the parties further recognize that it is in the best interest of the County and the Cities to enter into an interlocal agreement that will run concurrently with the Extension of the Infrastructure Sales Surtax, if approved by the electorate, for the purpose of providing for the distribution among the County and the Cities as provided herein.

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration, the County and the Cities agree as follows:

Section 1. CONDITIONS PRECEDENT

This Agreement shall become effective on the Commencement Date set forth in Section 4, so long as the following conditions precedent have been satisfied:

A. Approval by Pinellas County voters of the Extension of the Infrastructure Sales Surtax; and

B. Execution of the Interlocal Agreement by the County and the governing bodies of the municipalities representing a majority of the County's municipal population as required by § 212.055(2)(c)1, Florida Statutes.

Section 2. DISTRIBUTION OF INFRASTRUCTURE SALES SURTAX

A. "Net Proceeds" shall mean the amount of the Infrastructure Sales Surtax collected in Pinellas County by the Florida Department of Revenue, less the Department's administrative costs, as provided by law.

B. As provided by law, the Infrastructure Sales Surtax shall be collected by the Florida Department of Revenue and the Net Proceeds shall be distributed monthly to the County.

C. The Net Proceeds shall be distributed by the County in accordance with the terms of this Agreement within a reasonable time after receipt as follows:

(1) Countywide Investments will be funded in the total amount of 11.3% of the Net Proceeds collected over the ten (10) year term of this Agreement. Therefore, before the County distributes the Net Proceeds received by it pursuant to the distribution set forth in subsection (2) below, it shall apply 11.3% of Net Proceeds to fund Countywide Investments in the following project categories:

- | | |
|---|------------------------------|
| a. "Economic Development Capital Projects" as authorized in Section 212.055(2)(d)3., Florida Statutes and "Housing" (Land Acquisition in support of residential housing as authorized in Section 212.055(2)(d)1.c., Florida Statutes) | 8.3% of Net Proceeds |
| b. Jail and Courts Facilities | 3.0% of Net Proceeds |
| TOTAL COUNTYWIDE INVESTMENTS | 11.3% OF NET PROCEEDS |

Net Proceeds dedicated to Economic Development Capital Projects and Housing shall be used in accordance with guidelines set forth by a joint review committee established by resolution

of the Board of County Commissioners. The committee shall consist of professional staff with subject matter expertise in economic development, planning, and/or housing. Committee membership shall be comprised of three (3) professional staff members representing the County and appointed by the County Administrator, two (2) professional staff members representing the City of St. Petersburg and appointed by the Mayor of the City of St. Petersburg, and a single professional staff member, appointed by the city's manager or elected body, of each of the cities as noted below:

- One (1) member representing Clearwater;
- One (1) member representing Dunedin;
- One (1) member representing Largo;
- One (1) member representing Pinellas Park;
- One (1) member representing Belleair, Belleair Bluffs, Gulfport, Kenneth City, Seminole, and South Pasadena;
- One (1) member representing Belleair Beach, Belleair Shore, Indian Rocks Beach, Indian Shores, Madeira Beach, North Redington Beach, Redington Beach, Redington Shores, St. Pete Beach, and Treasure Island; and
- One (1) member representing Oldsmar, Safety Harbor, and Tarpon Springs.

The committee may impose reporting requirements to ensure compliance with Section 212.055(2)(d)3., Florida Statutes, that allows allocation of up to 15 percent of Net Proceeds for funding economic development projects. Economic Development Capital Projects shall be limited to capital projects that support job retention and creation.

(2) The remainder of the Net Proceeds will be distributed as follows:

| | |
|-----------------|----------|
| Pinellas County | 51.7523% |
| Belleair | 0.2783% |
| Belleair Beach | 0.1112% |
| Belleair Bluffs | 0.1463% |
| Belleair Shore | 0.0079% |
| Clearwater | 7.9957% |
| Dunedin | 2.5651% |

| | |
|--------------------|----------|
| Gulfport | 0.8761% |
| Indian Rocks Beach | 0.3111% |
| Indian Shores | 0.1020% |
| Kenneth City | 0.3589% |
| Largo | 5.8044% |
| Madeira Beach | 0.3098% |
| N. Redington Beach | 0.1027% |
| Oldsmar | 1.0124% |
| Pinellas Park | 3.7349% |
| Redington Beach | 0.1030% |
| Redington Shores | 0.1559% |
| Safety Harbor | 1.2282% |
| St. Pete Beach | 0.6725% |
| St. Petersburg | 18.4607% |
| Seminole | 1.3119% |
| South Pasadena | 0.3619% |
| Tarpon Springs | 1.7528% |
| Treasure Island | 0.4841% |

D. In the event any municipality in Pinellas County does not sign this Agreement, or notifies the County in writing after signing this Agreement that it does not wish to receive any undistributed Net Proceeds to which it is entitled, its percentage of proceeds shall be distributed pro-rata to the other parties in accordance with the formula set forth in Section 2(C)(2) (after excluding such City's percentage).

Section 3. EXECUTION

This Agreement may be signed in counterparts by the parties hereto.

Section 4. TERM OF AGREEMENT

The term of this Agreement shall run concurrently with the levy of the Infrastructure Sales Surtax, with said levy proposed for a ten (10) year period, commencing on January 1, 2020 ("Commencement Date") and ending December 31, 2029.

Section 5. ANNUAL REPORTING REQUIREMENTS

A. Each City signing this Agreement shall annually post on its official website in the same manner as required by Section 166.241(3), Florida Statutes, its Capital Improvement Plan and shall identify therein any material changes in the projects funded by the Infrastructure Sales Surtax. If the City does not operate an official website, the City shall transmit its Capital

Improvement Plan and identify therein any materials changes in the projects funded by the Infrastructure Sales Surtax to the County who shall post said plan on the County's website.

B. The County shall annually post on its official website in the same manner as required by Section 129.03(c), Florida Statutes, its Capital Improvement Plan and shall identify therein any material changes in the projects funded by the Infrastructure Sales Surtax.

Section 6. PRIOR INTERLOCAL SUPERSEDED.

The distribution terms of this Agreement shall supersede the distribution formula contained in the prior interlocals between the parties hereto, and the distribution of the Infrastructure Sales Surtax shall be governed specifically by the terms of this Agreement as of the Commencement Date. During the period between when this Agreement is approved by the parties hereto and the Commencement Date, the Infrastructure Sales Surtax shall be distributed in accordance with the Interlocal Agreement dated April 29, 2008, which terminates on December 31, 2019.

Section 7. SEVERABILITY

If any provision of this Interlocal Agreement is held invalid, the invalidity shall not affect other provisions of the Interlocal Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Interlocal Agreement are severable.

Section 8. AMENDMENTS TO AGREEMENT

This Agreement may be amended, in writing, upon the express written approval of the governing bodies of all the parties.

Section 9. FILING OF AGREEMENT

This Agreement shall be filed with the Clerk of the Circuit Court as provided in Section 163.01(11), Florida Statutes.

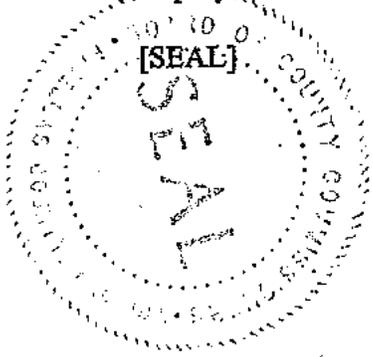
IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof, as of the day and year first above written.

ATTEST:
KEN BURKE, CLERK

PINELLAS COUNTY, FLORIDA, by and through its Board of County Commissioners

By: *Norma D. Long*
Deputy Clerk

By: *David C. Long*
Chair



APPROVED AS TO FORM

By: *[Signature]*
Office of the County Attorney

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed as of the day and year first written above.

ATTEST:

CITY OF DUNEDIN

By: *Ann Kirkpatrick*
City Clerk

By: *Julie Ward*
Mayor

APPROVED AS TO FORM

By: *Chris Hall*
City Attorney



IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed as of the day and year first written above.

ATTEST:

CITY OF BELLEAIR BEACH

By:

City Clerk

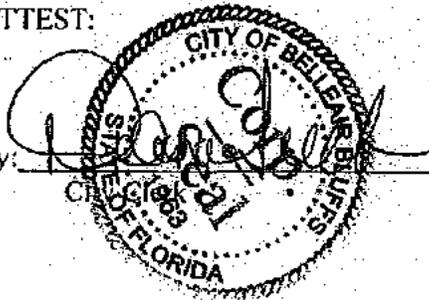
By:

Mayor

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed as of the day and year first written above.

ATTEST:

By: _____



CITY OF BELLEAIR BLUFFS

By: _____

A handwritten signature in cursive script, appearing to read 'Christopher S. Adams', written over a horizontal line.

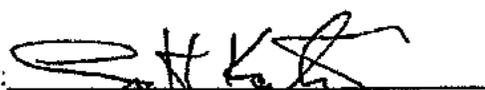
Mayor

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed as of the day and year first written above.

ATTEST:

TOWN OF BELLEAIR

By: 
City Clerk

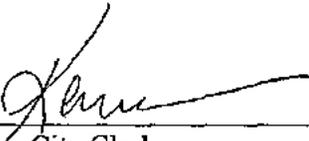
By: 
Mayor



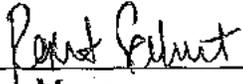
IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed as of the day and year first written above.

ATTEST:

TOWN OF BELLEAIR SHORE

By: 

City Clerk

By: 

Mayor

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed as of the day and year first written above.

ATTEST:

CITY OF CLEARWATER

By: *Esmara Call*
City Clerk



Jim Sibuboard, Acting
City Manager

COUNTERSIGNED:

By: *George Cretkos*
Mayor

APPROVED AS TO FORM

By: *RKH*
City Attorney

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed as of the day and year first written above.

ATTEST:

TOWN OF INDIAN SHORES

By: Stephanie J. Waters
City Clerk

By: [Signature]
Mayor

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed as of the day and year first written above.

ATTEST:

TOWN OF KENNETH CITY

By: Cindy M. McCarty
City Clerk

By: Wanda L. Dudley
Mayor

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed as of the day and year first written above.

ATTEST:

CITY OF LARGO

By: Henry P. Schubert
City Manager

By: [Signature]
Mayor

[SEAL]

REVIEWED AND APPROVED:

By: [Signature]
City Attorney

ATTEST:

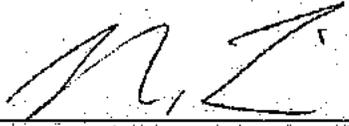
By: William L. Guines
City Clerk



IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed as of the day and year first written above.

ATTEST:

CITY OF MADEIRA BEACH

By: 
City Clerk

By: Maggi Black
Mayor

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed as of the day and year first written above.

ATTEST:

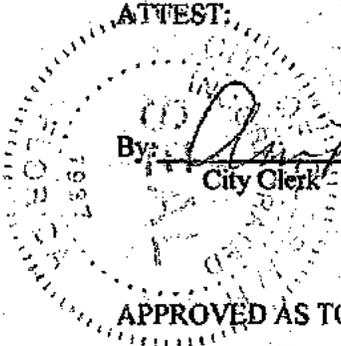
TOWN OF NORTH REDINGTON BEACH

By: Mari Cobell
City Clerk

By: William M. Jones
Mayor

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed as of the day and year first written above.

ATTEST:



By: [Signature]
City Clerk

CITY OF OLDSMAR

By: [Signature]
Mayor

APPROVED AS TO FORM

By: [Signature] • B • T J T
City Attorney

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed as of the day and year first written above.

CITY OF GULFPORT, FLORIDA

By: *Thomas E. Dilly*
City Manager

ATTEST;

By: *Janet Deryneth*
City Clerk

APPROVED AS TO FORM AND
CORRECTNESS

By: *[Signature]*
City Attorney

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed as of the day and year first written above.

ATTEST:

CITY OF INDIAN ROCKS BEACH

By: *Dominic B. O'Reilly*
City Clerk

By: *[Signature]*
Mayor



IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed as of the day and year first written above.

ATTEST:

CITY OF PINELLAS PARK

By: *Diana M. Luna*
City Clerk

By: *Rudolph Brulley*
Mayor

APPROVED AS TO FORM AND CONTENT

By: *James W. Herbert*
City Attorney

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed as of the day and year first written above.

ATTEST:

TOWN OF REDINGTON BEACH

By: Missy Clarke
City Clerk

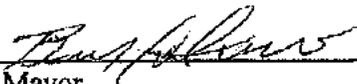
By: [Signature]
Mayor

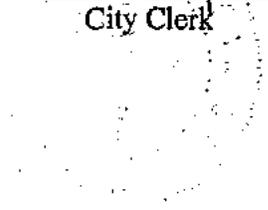
IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed as of the day and year first written above.

ATTEST:

TOWN OF REDINGTON SHORES

By: 
City Clerk

By: 
Mayor



IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed as of the day and year first written above.

ATTEST:

By: Karen Samaras
City Clerk

CITY OF SAFETY HARBOR

By: [Signature]
Mayor

APPROVED AS TO FORM

By: [Signature]
City Attorney

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed as of the day and year first written above.

ATTEST:

CITY OF SEMINOLE

By: Patricia Beliveau
City Clerk

By: Kevin Waters
Mayor

APPROVED AS TO FORM:

By: [Signature]
City Attorney

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed as of the day and year first written above.

ATTEST:

By: _____

City Clerk

CITY OF ST. PETERSBURG

By: _____

Mayor

APPROVED AS TO FORM AND CONTENT:

By: _____

City Attorney (designee)



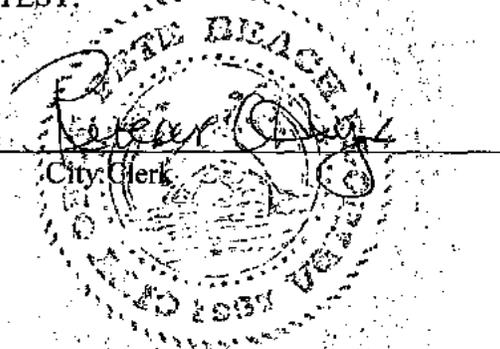
IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed as of the day and year first written above.

ATTEST:

CITY OF ST. PETE BEACH

By: _____

City Clerk



By: _____

Mayor

A handwritten signature in black ink, appearing to read "Alvin J. ...", is written over a horizontal line. Below the line, the word "Mayor" is printed.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed as of the day and year first written above.

ATTEST:

By: *Carley Levin*
City Clerk

CITY OF SOUTH PASADENA

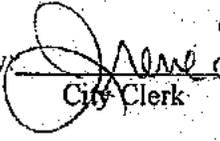
By: *Max V. Edson*
Mayor

Approved, Tori Aronow
[Signature]
Doris Ottolenghi, City Attorney

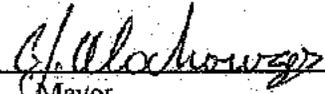
IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed as of the day and year first written above.

ATTEST:

CITY OF TARPON SPRINGS

By: 
City Clerk



By: 
Mayor

Irene S. Jacobs, City Clerk

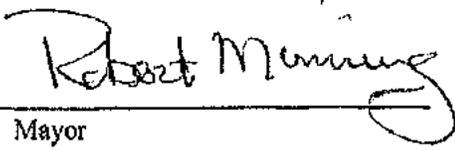
Chris Alahouzos, Mayor

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed as of the day and year first written above.

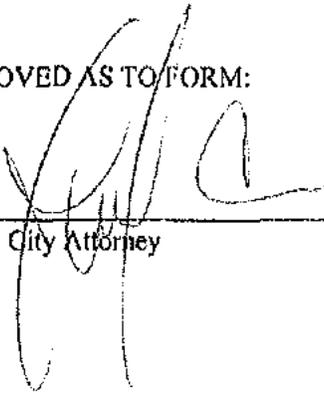
ATTEST:

CITY OF TREASURE ISLAND

By: 
City Manager

By: 
Mayor

APPROVED AS TO FORM:

By: 
City Attorney

RESOLUTION 17-17

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, SUPPORTING THE TRANSPORTATION ADVOCACY GROUP (TAG) REGIONAL COMPACT; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the municipalities in Hillsborough, Pinellas, and Pasco counties, the Suncoast League of Cities (SLC), the Florida Department of Transportation District 7 (FDOT 7), FORWARD Pinellas, the Hillsborough County MPO, the Tampa Bay Regional Transit Authority (TBARTA), the Tampa Bay Regional Planning Council, and the Tampa Bay Partnership (collectively, the "Transportation Interests"), all have a shared interest in transportation issues that affect the overall quality of life, economic vitality, and growth in the Tampa Bay Region, and each has developed or supported initiatives intended to further this interest; and

WHEREAS, the Tampa Bay Region has been unable to obtain levels of funding that are needed to address its significant transportation challenges, while other local and regional governments throughout Florida and the nation have successfully obtained such funds by building collaborative partnerships and coalitions with other groups having a mutual interest in addressing transportation challenges; and

WHEREAS, the Transportation Interests understand the Tampa Bay Region's transportation issues can be more effectively addressed by working together as a Transportation Advocacy Group ("TAG") Tampa Bay to provide a united voice at the local, state and federal levels for advancing initiatives to improve mobility and transportation throughout the Region, which will in turn enhance economic development in the Region through increased productivity, employment, business activity, property values, investments and revenues; and

WHEREAS, the Transportation Interests established a TAG Tampa Bay Regional Compact to reflect their respective commitments to collaboration and advocacy on transportation challenges in the Tampa Bay Region; now, therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, that:

SECTION 1. The City of Dunedin commits to support the TAG Regional Compact and the following activities:

- Development of and advocacy for joint positions on federal and state legislation, regulations, and administrative policies pertaining to expansion of technology options to further connectivity within the

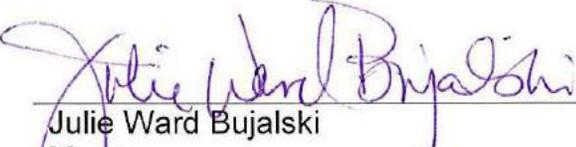
region, specifically, the Regional Fare Payment System, Traffic Management System's Applications, and OneBusAway Expansion; replacement of the North Bound Howard Frankland Bridge; and the I-275/SR60 Interchange Reconstruction project.

- Convocation of an Annual TAG Tampa Bay Summit focused on advocacy, innovative solutions and strategic pathways for success.
- Development of a TAG Regional Compact Action Plan, including strategies to accomplish the common goals of TAG Members relating to transportation issues, to be revised every three years from the date of publication of the first Action Plan.
- Seek external funding and resources to support the operation and administration of TAG Tampa Bay.
- Establishment of an enduring organizational structure for the TAG Regional Compact, subject to the approval of each Member of the TAG Regional Compact, to facilitate Compact work, enhance the strong relationships among the Compact Members and Partners, and to improve the Compact's competitiveness in seeking external funding and resources.

SECTION 2. The City of Dunedin will support and foster expanded public, private, and nonprofit engagement in TAG Regional Compact initiatives at the local, regional, state, national, and international levels, with an emphasis on communications, partnerships and capacity building.

SECTION 3. That this Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 16th day of May, 2017.



Julie Ward Bujalski
Mayor

ATTEST:



Denise Kirkpatrick
City Clerk

RESOLUTION 17-18

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DUNEDIN PURSUANT TO THE ADOPTION OF ORDINANCE 16-25 WHICH ESTABLISHED A PARKING MANAGEMENT SYSTEM WITHIN THE COMMUNITY REDEVELOPMENT AREA, ESTABLISHED PARKING LOCATIONS, PAYMENT TYPE IN PAID PARKING AREAS AND COMPLIMENTARY (FREE) PARKING AREAS, ESTABLISHED A SCHEDULE OF FINES FOR PARKING VIOLATIONS WITHIN THE CITY, ESTABLISHED LOCATIONS OF THE RESIDENTIAL PARKING PERMIT PROGRAM AREAS AND THE RIGHT TO OPT OUT, ESTABLISHED PAID PARKING ENFORCEMENT HOURS, ESTABLISHED A PAID PARKING DISCOUNT FOR RESIDENTS OF THE CITY AND A PROCESS FOR RESIDENTS OF THE CITY TO OBTAIN THE DISCOUNT, AND ESTABLISHED THE COST OF PARKING PASSES FOR EMPLOYEES OF BUSINESSES LOCATED IN THE CRA FOR USE IN PARKING AREAS; AUTHORIZING SPECIAL EVENT PARKING FEE AT CERTAIN PARKING LOCATIONS; REPEALING RESOLUTIONS 16-22 AND 17-06; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the City Commission of the City of Dunedin has adopted a Parking Management System through the adoption of Ordinance 16-25; and

WHEREAS, Ordinance 16-25 provides that parking locations, payment type in paid parking areas and free parking areas shall be established by resolution of the City Commission; and

WHEREAS, Ordinance 16-25 provides that the schedule of fines for parking violations within the City shall be established by resolution of the City Commission; and

WHEREAS, Ordinance 16-25 provides that the locations of the residential parking permit program areas shall be established by resolution of the City Commission; and

WHEREAS, the City Commission adopted Resolutions 16-22 and 17-06 to fulfill the requirement of Ordinance 16-25; and

WHEREAS, the purpose of this resolution is to fulfill the requirements of Ordinance 16-25 and to revise the fine schedule to provide a reduced fine for first offenses of overtime parking.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY ASSEMBLED:

Section 1. The City Commission of the City of Dunedin hereby establishes the following parking locations for paid parking areas, the hourly rate and the complimentary (free) parking areas as follows:

1. The hourly rate for paid parking shall be \$1.50 per hour of parking time.
2. The following parking areas are complimentary from 10:00 a.m. to 6:00 p.m., Monday through Friday. However, users will be required to pay for parking Monday through Friday, 6:00 p.m. through 10:00 p.m. and 10:00 a.m. through 10:00 p.m., on Saturday and Sunday.
 - a. Dunedin Marina and Marina Plaza Drive
 - b. 228 Main Street (Peebles and Gracy) lot
 - c. Victoria Drive (Victoria Place)
 - d. Broadway (from Scotland to Main)
 - e. Monroe Street (from Broadway to the Pinellas Trail)
 - f. Main Street (from Highland to Skinner Blvd)
 - g. Louden Avenue (from Virginia to Main)
 - h. Park Street (from Louden to Milwaukee)
 - i. Milwaukee Avenue (from Virginia to Skinner)
 - j. 500 Wood Street (1st Baptist Church)
 - k. Wood Street (from Highland to Main)
3. The following parking areas ("Downtown Core") require payment for use Monday through Sunday, 10:00 a.m. through 10:00 p.m.:
 - a. Monroe Street lot
 - b. 940 Douglas Avenue (future parking garage)
 - c. West Railroad Avenue (adjacent to Pinellas Trail)
 - d. 349 Main Street (Dunedin Historical Society) lot
 - e. Virginia Lane (from Douglas to Main)
 - f. Honey Lane
 - g. Douglas Avenue (from Scotland to Skinner)
 - h. Highland Avenue (from Wood to Grant)
 - i. Highland Avenue/Wood Street parking lot

4. The Complimentary Parking Areas are:
 - a. 715 Edgewater Drive (Bushnell Lot)
 - b. 362 Scotland Street (Station Square)
 - c. 411 Wood Street (First United Methodist Church) based on availability
 - d. Edgewater Park (pull in 90 degree spaces)

Section 2. The City Commission of the City of Dunedin hereby establishes and sets a schedule of fines for parking violations within the City of Dunedin as follows:

| | |
|---|---------|
| 1. Parking overtime (sign) first offense | \$10.00 |
| 2. Parking overtime (sign) | \$30.00 |
| 3. Parking overtime (pay stationed) first offense | \$10.00 |
| 4. Parking overtime (pay stationed) | \$30.00 |
| 5. Parking in permit area without valid permit displayed | \$30.00 |
| 6. Parking in area posted no parking during specified hours | \$30.00 |
| 7. Parking in area posted authorized vehicle only | \$30.00 |
| 8. Within fifteen (15) feet of fire hydrant | \$30.00 |
| 9. Within thirty (30) feet of traffic-control device | \$30.00 |
| 10. Parking on private property | \$30.00 |
| 11. Parking on crosswalk | \$30.00 |
| 12. Loading zone | \$30.00 |
| 13. Parking in prohibited neighborhood zones | \$30.00 |
| 14. Parking on sidewalk | \$30.00 |
| 15. Blocking driveway | \$30.00 |
| 16. Blocking alley or overtime parking in alley | \$30.00 |
| 17. Double parking | \$30.00 |
| 18. Obstructing traffic | \$30.00 |
| 19. Parking facing oncoming traffic (1- or 2-way road) | \$30.00 |
| 20. Parking in safety zone | \$30.00 |
| 21. Parking in posted no parking area | \$30.00 |

| | | |
|-----|--|----------|
| 22. | Parking in parking spaces provided for disabled persons in violation of section 26-144 of this Code | \$250.00 |
| 23. | Parking in or blocking any area designated as an access aisle for persons with disabilities per F.S. § 316.1955(2) | \$250.00 |
| 24. | Parking in fire lanes | \$30.00 |
| 25. | Parking in courier zones | \$30.00 |
| 26. | Other parking violations not listed above | \$30.00 |

Section 3. The City Commission of the City of Dunedin hereby establishes the following locations for the Residential Parking Permit Program Areas:

1. Victoria Drive from Main St. to Washington St.
2. Monroe St. from Victoria Dr. to Broadway.
3. Washington St. from Victoria Dr. to Broadway.
4. Howard Ave.
5. Highland Ct.
6. Highland Ave. from Grant St. to Skinner Blvd.
7. Grant St. from Douglas Ave. to Highland Ave.
8. Wood St. from Douglas Ave. to Orange Ave.
9. Scotland St. from Edgewater Dr. to Orange Ave.
10. Wilkie St. from Highland Ave. to Orange Ave.
11. James St. from Douglas Ave. to Orange Ave.
12. Highland Ave. from Wood St. to James St.
13. Loudon Ave. from Wood St. to James St.
14. Albert St. from Edgewater Dr. to Douglas Ave.
15. President St. from Edgewater Dr. to Douglas Ave.
16. Broadway from Scotland St. to President St.
17. Chicago Ave. from James St. to Lyndhurst St.

Residents may opt out of the Residential Parking Permit Program, on a block by block basis, by providing the City with a Petition reflecting the signatures of at least 51% of the residents on that block confirming that those residents do not want to participate in the said program.

Section 4. The City Commission of the City of Dunedin hereby establishes for residents of the City a discount and a process by which the residents of the City can obtain the discount and/or waiver as follows:

1. Residents of the City can receive a 20% discount on their parking fees by doing the following:
 - a. Open a Parkmobile phone app account.
 - b. Register their license plate with proof of residency at the Planning & Development Department. Proof of residency requires a valid driver's license or a current City of Dunedin utility bill.
 - c. The Parkmobile transaction fee will also be waived for registered residents.

Section 5. The City Commission of the City of Dunedin hereby establishes a \$45.00 per quarter parking pass for employees of businesses located in the CRA for parking areas other than the Downtown Core referenced in Section 1, paragraph 3, above.

Section 6. The City Commission of the City of Dunedin hereby authorizes the use of the parking areas at 500 Wood Street and Dunedin Marina for special event parking at the rate of \$5.00 per vehicle per day during the special event.

Section 7. That Resolutions 16-22 and 17-06 are hereby repealed.

Section 8. That this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 13 day of June, 2017.


Julie Ward Bujalski
Mayor

ATTEST:


Denise Kirkpatrick
City Clerk

RESOLUTION 17-20

A RESOLUTION OF THE CITY OF DUNEDIN, FL, PROVIDING FOR A PROPOSED MILLAGE RATE FOR AD VALOREM TAX REVENUE FOR FISCAL YEAR 2018 AT A RATE NOT TO EXCEED 4.1345 MILLS OR \$4.13 PER \$1,000.00 OF ASSESSED PROPERTY VALUE; PROVIDING FOR PUBLIC HEARING DATES; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS , it is the desire of the City Commission not to exceed the maximum rate of 4.1345 mills or a millage rate of \$4.13 per \$1,000.00 of assessed property value for ad valorem tax revenue for the coming fiscal year; and

WHEREAS, the City Commission has set the Public Hearing dates for the proposed Fiscal Year 2018 City of Dunedin Budget to be held in City Hall, City Commission Chambers on Thursday, September 7, 2017 at 6:00 p.m. and Thursday, September 21, 2017 at 6:00 p.m.; now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, DULY ASSEMBLED THAT:

Section 1. The proposed millage rate for ad valorem taxes for the City of Dunedin, Florida for Fiscal Year 2018 shall not exceed 4.1345 mills.

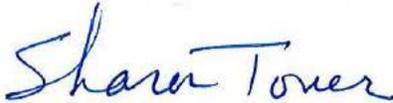
Section 2. The Public Hearings on the Fiscal Year 2018 Budget are hereby established as Thursday, September 7, 2017 at 6:00 p.m. and Thursday, September 21, 2017 at 6:00 p.m. in City Hall, City Commission Chambers where interested parties may appear and address the City Commission on these issues.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY
OF DUNEDIN, FLORIDA, THIS 27th day of July, 2017.


Deborah Kynes
Vice-Mayor

ATTEST:



Sharon Toner
Deputy City Clerk

5

RESOLUTION 17-21

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, VACATING THE SOUTH HALF OF LAURELWOOD LANE RIGHT OF WAY LYING NORTH OF AND ADJACENT TO THE PROPERTY LOCATED AT 1962 BELCHER ROAD CONSISTING OF APPROXIMATELY 4,988 SQUARE FEET; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the owners of the property located at 1962 Belcher Road have requested that the right-of-way of the south half of Laurelwood Lane lying north of and adjacent to 1962 Belcher Road be vacated; and

WHEREAS, the City Commission finds and determines that the vacation of such right-of-way is consistent with the Charter of the City of Dunedin and with the Comprehensive Plan of the City of Dunedin; and

WHEREAS, there is no public need for the right-of-way of the south half of Laurelwood Lane lying north of and adjacent to 1962 Belcher Road consisting of approximately 4,988 square feet, as described on Exhibit "A" attached hereto; and

WHEREAS, Household Finance Corporation, Bright House Networks, Frontier Communications, Wide Open West (WOW!), Duke Energy and Clearwater Gas System have no objections to the vacation of said right-of-way.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. That it is found there is no public need for the right-of-way of the south half of Laurelwood Lane lying north of and adjacent to 1962 Belcher Road consisting of approximately 4,988 square feet, as described on Exhibit "A" attached hereto, and said right-of-way is hereby vacated. It is further found that there is no public referendum required pursuant to the City Charter.

Section 2. That the City Clerk is directed to record a certified copy of this resolution in the Public Records of Pinellas County, Florida, and send a certified copy thereof to the Property Appraiser of Pinellas County, Florida.

Section 3. That this Resolution shall become effective upon its passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 16th day of November, 2017.



Julie Ward Bujalski
Mayor

ATTEST:



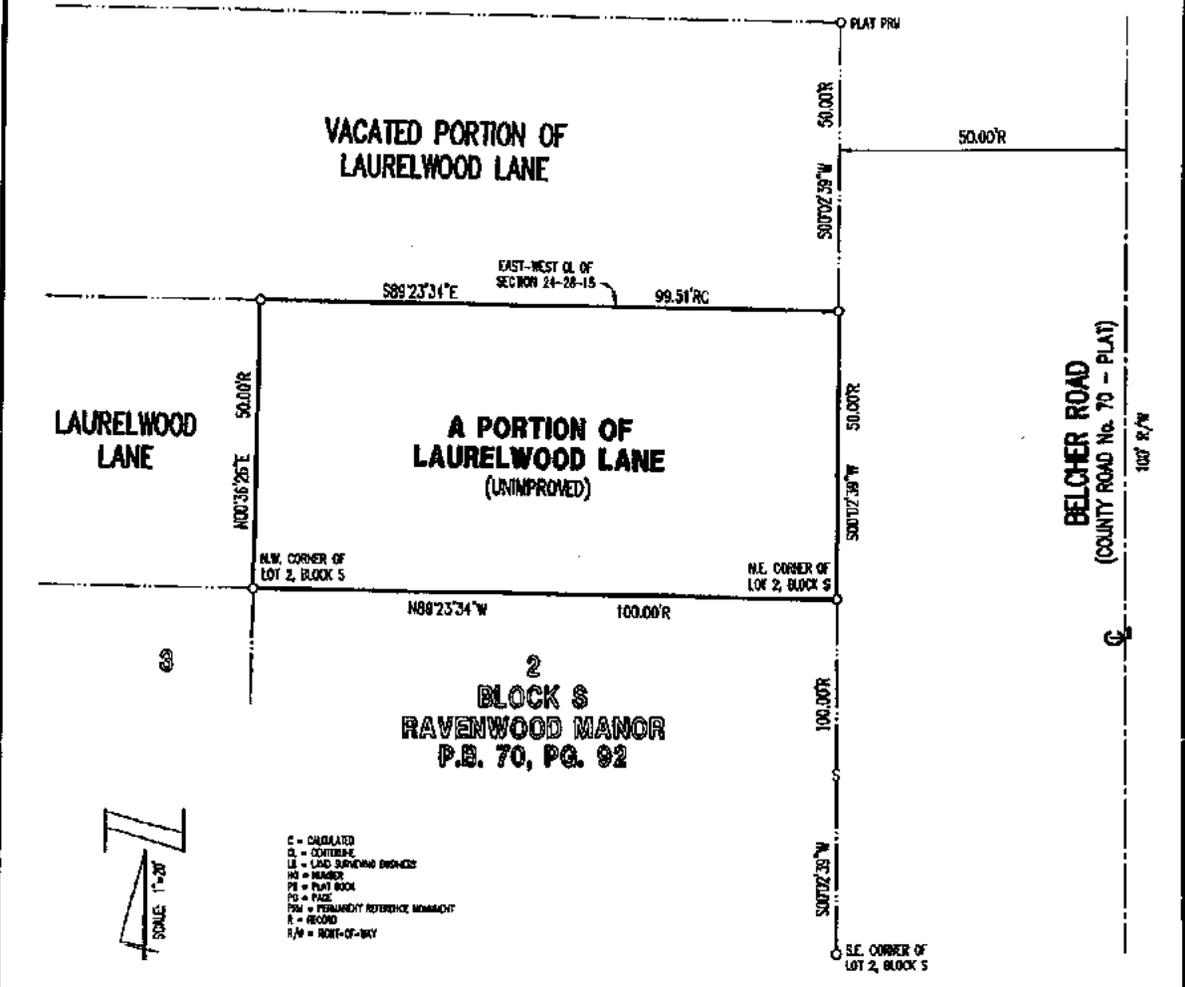
Denise M. Kirkpatrick
City Clerk

EXHIBIT A

SECTION . . . 24 . . . TOWNSHIP . . . 26 . . . SOUTH, RANGE . . . 15 . . . EAST, . . . PINELLAS . . . COUNTY, FLORIDA

LEGAL DESCRIPTION and SKETCH

THIS IS NOT A BOUNDARY SURVEY



- C = CURVED
- CL = CENTERLINE
- LD = LAND SURVEYING DISTANCE
- NS = NUMBER
- PB = PLAT BOOK
- PG = PAGE
- PLM = PERMANENT REFERENCE MONUMENT
- R = RECORD
- R/W = RIGHT-OF-WAY

LEGAL DESCRIPTION

THE SOUTH HALF OF LAURELWOOD LANE LYING NORTH OF AND ADJOINING TO LOT 2, BLOCK 5, RAVENWOOD MANOR, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 70, PAGE 92, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

CONTAINING 4,988 SQUARE FEET OR 0.11 ACRES, MORE OR LESS.

PREPARED FOR

CHARLES AND PATRICIA PACKHAM

CERTIFICATION: I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREIN SUBSTANTIALLY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING DESCRIBED IN THE STATE OF FLORIDA RULE 61-17, F.A.C. FURTHERMORE, THIS CERTIFICATION SHALL NOT EXTEND TO ANY OTHER PERSONS OR PARTIES OTHER THAN THOSE NAMED HEREIN AND SHALL NOT BE VALID AND BINDING AGAINST THE UNDERSIGNED SURVEYOR WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.

George A. Shimp III
 GEORGE A. SHIMP III, PROFESSIONAL SURVEYOR & MAPPER No. 0137
 THIS SURVEY IS NOT COMPLETE OR VALID WITHOUT THE SURVEYOR'S REPORT (SHEET 2)

| | |
|--------------------------|--------------------------|
| JOB NUMBER: 170057 | DATE SURVEYED: 2-13-2017 |
| DRAWING FILE: 170057.DWG | DATE DRAWN: 2-16-2017 |
| LAST REVISION: N/A | X REFERENCE: N/A |



GEORGE A. SHIMP III
AND ASSOCIATES, INCORPORATED
 LAND SURVEYORS LAND PLANNERS
 3301 DE SOTO BOULEVARD, SUITE D
 PALM HARBOR, FLORIDA 34883
 PHONE (727) 794-8498 FAX (727) 798-1858

T.S.
 LB 1834

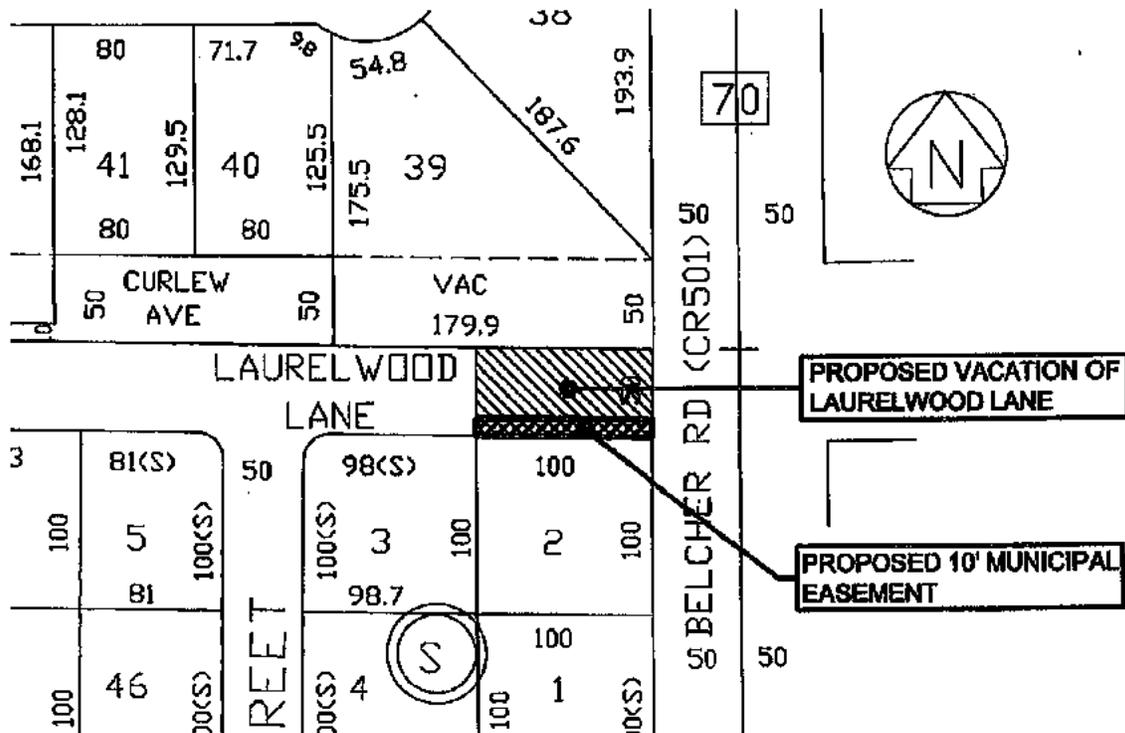


Municipal Easement
 1962 Belcher Road
 Dunedin FL 34698

EXHIBIT B

THE SOUTHERLY TEN (10.0) FEET OF THE EASTERLY ONE HUNDRED FIFTY (150.0) FEET OF THE NORTHERLY FIFTY (50.0) FEET LESS THE EASTERLY FIFTY (50.0) FEET THEREOF OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 24, TOWNSHIP 28 SOUTH, RANGE 15 EAST. CITY OF DUNEDIN, PINELLAS COUNTY, FLORIDA.

ALSO BEING DESCRIBED AS A PORTION OF PLATTED RIGHT-OF-WAY OF LAURELWOOD LANE LYING NORTH OF LOT 2, BLOCK S, ACCORDING TO THE PLAT OF RAVENWOOD MANOR AS RECORDED IN PLAT BOOK 70, PAGE 92 THRU 94, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.



I DO HERE-BY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF Resolution 17-21 PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN. 11/16/2017



RESOLUTION 17-21

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, VACATING THE SOUTH HALF OF LAURELWOOD LANE RIGHT OF WAY LYING NORTH OF AND ADJACENT TO THE PROPERTY LOCATED AT 1962 BELCHER ROAD CONSISTING OF APPROXIMATELY 4,988 SQUARE FEET; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the owners of the property located at 1962 Belcher Road have requested that the right-of-way of the south half of Laurelwood Lane lying north of and adjacent to 1962 Belcher Road be vacated; and

WHEREAS, the City Commission finds and determines that the vacation of such right-of-way is consistent with the Charter of the City of Dunedin and with the Comprehensive Plan of the City of Dunedin; and

WHEREAS, there is no public need for the right-of-way of the south half of Laurelwood Lane lying north of and adjacent to 1962 Belcher Road consisting of approximately 4,988 square feet, as described on Exhibit "A" attached hereto; and

WHEREAS, Household Finance Corporation, Bright House Networks, Frontier Communications, Wide Open West (WOW!), Duke Energy and Clearwater Gas System have no objections to the vacation of said right-of-way.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

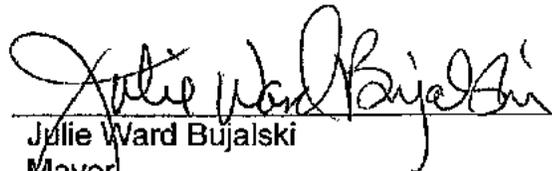
Section 1. That it is found there is no public need for the right-of-way of the south half of Laurelwood Lane lying north of and adjacent to 1962 Belcher Road consisting of approximately 4,988 square feet, as described on Exhibit "A" attached hereto, and said right-of-way is hereby vacated. It is further found that there is no public referendum required pursuant to the City Charter.

Section 2. That the City Clerk is directed to record a certified copy of this resolution in the Public Records of Pinellas County, Florida, and send a certified copy thereof to the Property Appraiser of Pinellas County, Florida.

Section 3. That this Resolution shall become effective upon its passage and adoption.

KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
INST#: 2017355283 11/21/2017 08:47 AM
OFF REC BK: 19848 PG: 1092-1095
DocType:GOV RECORDING: \$35.50

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY
OF DUNEDIN, FLORIDA, THIS 16th day of November, 2017.


Julie Ward Bujalski
Mayor

ATTEST:

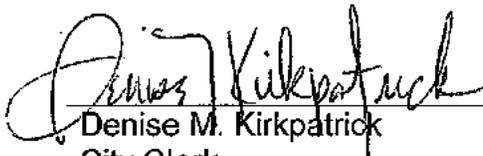
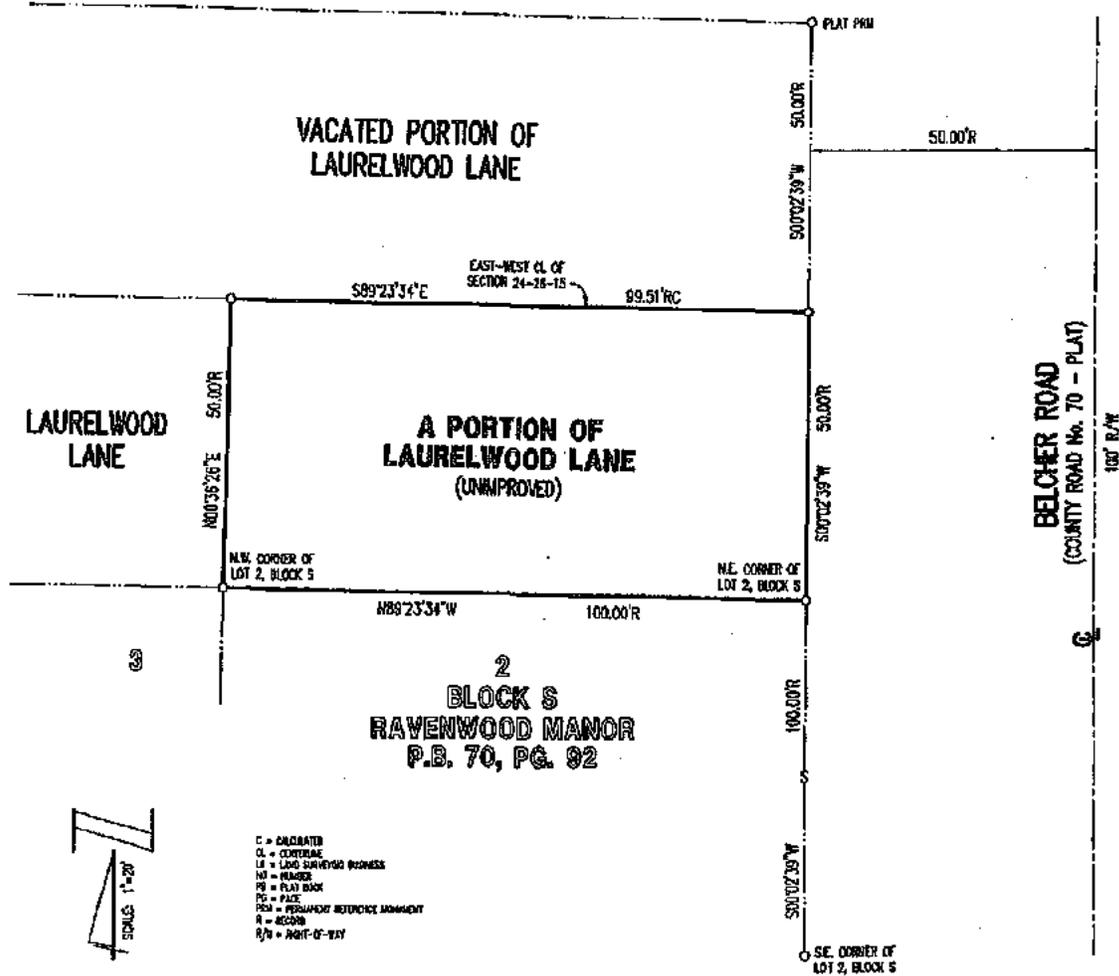

Denise M. Kirkpatrick
City Clerk

EXHIBIT A

SECTION . . . 24 . . . , TOWNSHIP . . . 26 . . . SOUTH, RANGE . . . 15 . . . EAST, . . . PINELLAS . . . COUNTY, FLORIDA

LEGAL DESCRIPTION and SKETCH
THIS IS NOT A BOUNDARY SURVEY



- C = CURB/CHUTE
- CL = CENTERLINE
- LS = LAND SURVEYOR BUSINESS
- NO = NUMBER
- PL = PLAT BOOK
- PG = PAGE
- PKM = PERMANENT MONUMENT
- R = RECORD
- R/W = RIGHT-OF-WAY

LEGAL DESCRIPTION

THE SOUTH HALF OF LAURELWOOD LANE LYING NORTH OF AND ADJOINING TO LOT 2, BLOCK 5, RAVENWOOD MANOR, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 70, PAGE 92, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

CONTAINING 4,988 SQUARE FEET OR 0.11 ACRES, MORE OR LESS.

PREPARED FOR

CHARLES AND PATRICIA PACKHAM

CERTIFICATION: I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON SUBSTANTIALLY MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING DESCRIBED IN THE STATE OF FLORIDA RULE 5J-17, E.A.C. FURTHERMORE, THIS CERTIFICATION SHALL NOT EXTEND TO ANY OTHER PERSONS OR PARTIES OTHER THAN THOSE NAMED HEREON AND SHALL NOT BE VALID AND BINDING AGAINST THE UNDERSIGNED SURVEYOR WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.

George A. Shimp III
 GEORGE A. SHIMP III, PROFESSIONAL SURVEYOR & MAPPER No. 6157
 THIS SURVEY IS NOT COMPLETE OR VALID WITHOUT THE SURVEYOR'S REPORT (SHEET 2)

| | |
|--------------------------|--------------------------|
| JOB NUMBER: 170057 | DATE SURVEYED: 2-13-2017 |
| DRAWING FILE: 170057.DWG | DATE DRAWN: 2-16-2017 |
| LAST REVISION: N/A | X REFERENCE: N/A |



GEORGE A. SHIMP III
AND ASSOCIATES, INCORPORATED
 LAND SURVEYORS LAND PLANNERS
 3301 DeSOTO BOULEVARD, SUITE D
 PALM HARBOR, FLORIDA 34683
 PHONE (727) 984-5496 FAX (727) 986-1366

T.S.
LB 1834

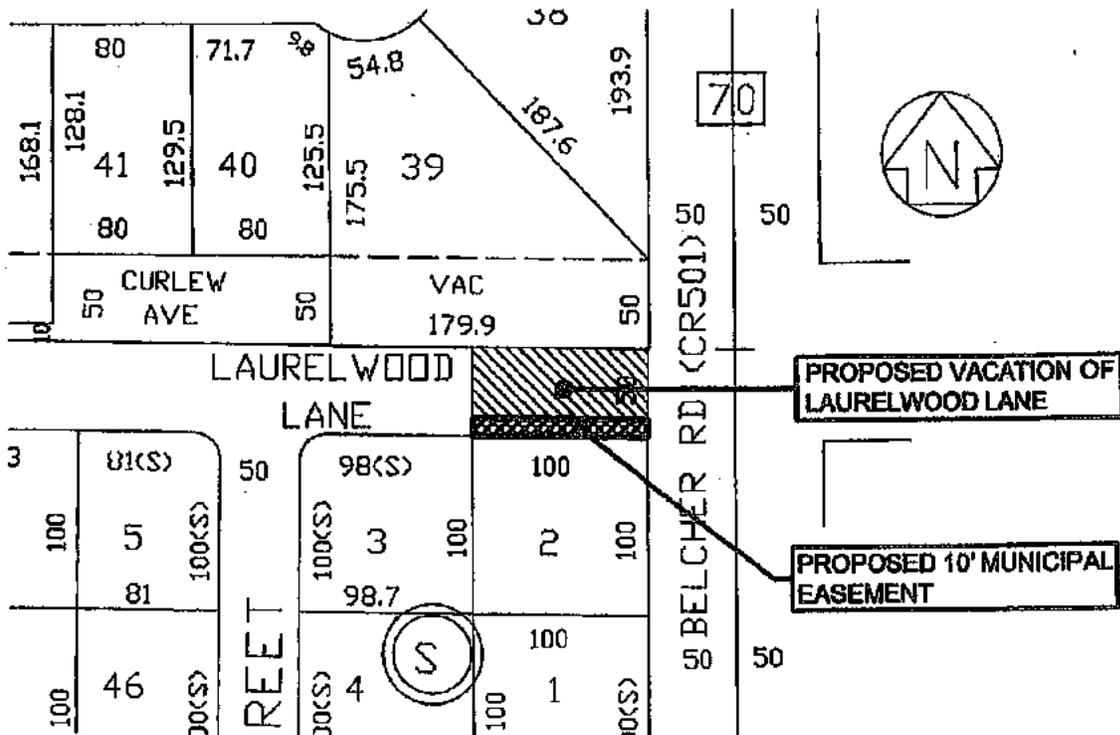


Municipal Basement
 1962 Belcher Road
 Dunedin FL 34698

EXHIBIT B

THE SOUTHERLY TEN (10.0) FEET OF THE EASTERLY ONE HUNDRED FIFTY (150.0) FEET OF THE NORTHERLY FIFTY (50.0) FEET LESS THE EASTERLY FIFTY (50.0) FEET THEREOF OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 24, TOWNSHIP 28 SOUTH, RANGE 15 EAST. CITY OF DUNEDIN, PINELLAS COUNTY, FLORIDA.

ALSO BEING DESCRIBED AS A PORTION OF PLATTED RIGHT-OF-WAY OF LAURELWOOD LANE LYING NORTH OF LOT 2, BLOCK S, ACCORDING TO THE PLAT OF RAVENWOOD MANOR AS RECORDED IN PLAT BOOK 70, PAGE 92 THRU 94, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.



RESOLUTION 17-22

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, ADOPTING AND ESTABLISHING A SOCIAL MEDIA AND TECHNOLOGY POLICY FOR THE CITY OF DUNEDIN; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.

WHEREAS, the City has retained an attorney who has drafted a Social Media and Technology Policy; and

WHEREAS, the purpose of the Social Media and Technology Policy is to serve as a guideline to City users on the best lawful practices in using City social media and technology and City social media accounts when used for purposes relating to or perpetuating City business as well as the risks associated therewith; and

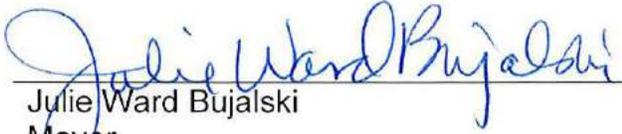
WHEREAS, City staff recommends that the Social Media and Technology Policy be adopted in order to establish guidelines as referenced hereinabove; now, therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

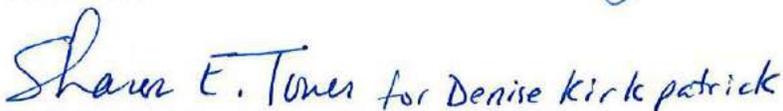
Section 1. That the City Commission of the City of Dunedin hereby adopts the Social Media and Technology Policy as described in Exhibit A attached hereto and made a part hereof.

Section 2. That this Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 8th day of August, 2017.


Julie Ward Bujalski
Mayor

ATTEST:



Denise M. Kirkpatrick
City Clerk

CITY OF DUNEDIN
SOCIAL MEDIA AND TECHNOLOGY POLICY

I. PURPOSE

On a general level, this social media policy is a reflection of the City of Dunedin’s goal to “grow smart” and clearly communicate City services to the public and anyone doing business with the City of Dunedin. The Dunedin’s social media policy only represents the “operational realities” of Dunedin’s governmental infrastructure and specific services to the public.

The City of Dunedin (“City”) Social Media and Technology Policy (“Policy”) functions to notify all City employees, elected and appointed officials, and third parties perpetuating business with the City (collectively, “City Users”) regarding the inherent risks, benefits, guidelines, personally and for the City, of using social media and other technology for tasks that relate to or perpetuate City business.

Further, this policy does not function as a separate or distinct legal basis for disciplinary procedures outside of pre-existing administrative, local, state, and federal laws. Additionally, the policy is narrowly tailored in recognition of the established legal contours of protected and unprotected speech under the First Amendment. The design and implementation of Dunedin’s Social Media and Technology Policy reaffirms the City’s commitment to ensuring compliance with federal, state and local law, Florida’s public records law and the Florida Sunshine Law, to promote and maintain an efficient workplace and work environment for City business, and in the City’s interests of providing services that benefit the public health, safety, and welfare. Outside of perpetuating city business, Dunedin’s Social Media Policy in no manner shall be construed as intending to create or open additional public fora for expressive activities. Adequate and ample alternative channels to convey various City-related, commercial, or personal messages exist that are not limited or affected by this Policy, including but not limited to, speaking during public comment portions of City meetings, posting or creating content on websites that are not City Social Media Accounts as defined in this Policy, or using alternative means of communication that do not involve City Social Media Accounts or City Social Media and Technology. Such alternative methods are reasonable for the affected speaker to communicate to his or her intended audience.

This Policy is intended to function as a clear communication guideline to City Users on the best lawful practices and “operational realities” in using City Social Media and Technology and City Social Media Accounts when used for purposes relating to or perpetuating City business as well as the risks associated with same. The City’s utilization of City Social Media and Technology and City Social Media Accounts communicated via workplace technology or personal devices shall not be construed in any manner or shall bear any City intention to support or create expression that doesn’t relate to City business. Instead, utilization of City Social Media and Technology and City Social Media Accounts is intended primarily to inform and educate the public, to efficiently and timely perform City-related tasks, and to otherwise provide an alternative avenue for the City itself to directly communicate to the public.

This policy is designed with the understanding that employees, elected officials, appointed officials, and third parties doing business with the City will transmit and receive data on their personal devices. Therefore, the City strictly adheres to all local, state, and federal laws notwithstanding whether the work-related content is sent or received on personal devices.

To the extent practical, City Social Media Accounts shall contain the following statement, in the same or substantially similar form, predominantly displayed, tacked, pinned, or otherwise made available on City Social Media Accounts:

Any post, communication, or submission to this webpage, website, account, or posting may be removed by the City of Dunedin (“City”) according to local, state and federal laws. Pursuant to Florida law, any post, submission, or communication may constitute a public record under chapter 119, Florida Statutes, which may require the City to archive and otherwise make such post, submission, or communication available for public inspection. This webpage, website, account, and any postings or communications thereon are not monitored for public records requests, questions, notice, or any other requests from the public, and all participants should not expect any response from the City. Should you have any questions regarding this notice, you are asked to contact the City Clerk and are invited to inspect the City’s Social Media and Technology Policy, which is available at City Hall. Should you desire to make a public records request, please direct such request to the City Clerk’s office.

It is the intent of the City of Dunedin to adhere to the “Terms Of Service” enunciated by each social media platform (i.e. Facebook, Twitter, Instagram). All employees are encouraged to read the “Terms of Service” and stay updated prior to using a particular platform. In the event of a conflict between a social media platform “Terms Of Service” and city ordinances or state and federal law, employees must contact in writing their department head, city attorney, or other designated official prior to sending content from that social media platform.

II. DEFINITIONS

City User means a City full-time, part-time, or temporary employee, elected or appointed official, volunteer, intern, consultant, service provider, contractor, and any other person who has been authorized by the City to use City or outside social media websites, applications, and/or technology on behalf of the City. Persons or entities may be deemed City Users regardless of whether the communication or transaction of business was performed on City-issued or personal devices.

City Social Media Policy Committee means a designated group appointed by the City Manager or his or her designee to address relevant City Social Media and Technology and other technological issues impacting the City or that relate to or perpetuate City business. This committee will exchange ideas throughout the year on how to update City policies and procedures regarding the use of City Social Media and Technology and City Social Media Accounts as the City recognizes inevitable technological advance, compliance requirements, and development of established law relating to same. The City’s Social Media Policy Committee

shall be comprised of at least three members appointed by the City Manager or his or her designee.

City Social Media and Technology means various forms of discussion and information sharing, including but not limited to, social networks, blogs, apps, video sharing, podcasts, wikis, message boards, text messaging, live streaming, and other online communication, collaboration, sharing, or publishing platforms.

Examples include e-mailing, instant messaging, texting, Facebook, Twitter, Instagram, Vine, Pinterest, Snapchat, YouTube, Flickr, LinkedIn, Periscope, and other electronic platforms. This term also includes communicative or recording devices capable of or enabling sharing to social networks. Examples include drones, wearable technology, mobile phones, Google Glass, GoPro, and other smart devices. More traditional forms of communication or expression are also encompassed as City Social Media and Technology, including but not limited to, City signage and Light-Emitting Diode (LED) City signage or announcement boards, and other additional areas or venues where the City utilizes technology to convey a communication or message.

City Social Media Account means a social media account created or initiated by the City that City Users may access through a username and password system that is used to communicate or conduct City business and public announcements. Such accounts are for City business or community outreach purposes only, and the domain name, confidential data sets, approved friends list, photographs, and any other City copyrighted or authorized City Approved Social Media Content, posting, communication, or expression is the exclusive property of the City. Additionally, City Social Media Accounts and postings on behalf of the City are subject to the complete editorial control of the City, shall and are deemed to bear clear indicia of City ownership of the messages conveyed therein or thereupon, the communications therein or thereupon are the clear exercise of the City's legal right to adopt a particular viewpoint, and otherwise shall encompass and are afforded all protections of the government speech doctrine. In accordance with subsection (I) above, in no way does the City's utilization of a particular Social Media Account constitute nor shall it be construed as intending to create or open additional public fora for expressive activities.

City Sponsored or Co-Sponsored Event means those events, activities, opportunities, or meetings in which the City, solely or in partnership with another person or entity, conducts, permits, and/or financially supports that furthers a public or City purpose. Such City Sponsored or Co-Sponsored Event requires a written agreement between the City and the event provider that details the scope or purpose of the event, provides the public purpose of the event, and otherwise lists those benefits derived from the event that the citizens and/or businesses of the City may enjoy. Such derived public benefits may include, but are not limited to, public service, safety or awareness, impacts to quality of life within the City, and other events relating to the health, safety, and welfare of the citizens and businesses located within the City. City Sponsored or Co-Sponsored events constitute City Approved Social Media Content.

City Approved Social Media Content means those communications or expressions for which the City Manager or his or her designee has given permission to be posted upon City Social Media Accounts or utilizing City Social Media and Technology. City Approved Social Media Content which is posted or communicated in conformance with this Policy constitutes the adopted opinion and viewpoint of the City. This permission is specifically targeted to City

Sponsored or Co-Sponsored Events, City economic development opportunities, and other expressions relating to and furthering a city driven public purpose. In no way does this policy advocate or promote prior restraint or content based restraint on protected First Amendment expression. Additionally, expressions or communications relating to City Approved Social Media Content shall not, directly or indirectly, connote that the City gives preference on any City-related matter to others who may be mentioned or incidentally benefit from City Social Media and Technology expressions. Examples of City Approved Social Media Content may include announcements, advertisements, retweets, likes, actions or inactions on friend requests, or utilization of hashtags.

All other terms shall have their plain and ordinary meaning.

III. APPLICABILITY

This Policy applies to all City full-time, part-time, temporary employees, elected or appointed officials, volunteers, consultants, service providers, contractors, interns, and any other City Users who utilize City Social Media and Technology or who use City Social Media Accounts to complete or effectuate tasks that relate to or perpetuate City business, are issued or may access City communications equipment on behalf of the City, or who may utilize technology or other communicative methods as set forth herein in a manner that creates adverse impact to the City's safety, operational fluidity, and the public health, safety, and welfare. Persons and entities subject to this Policy are collectively referred to as "City employees and City elected and appointed officials."

IV. POLICY

A. GENERALLY - Assume that All Postings on City Social Media Accounts, Postings Using City Social Media and Technology, and Postings that Relate to City Business or Your Employment Duties are Going to be Read by a Judge or Jury and Violations Of Local, State, and Federal Laws Could Get You and/or the City in Serious Trouble. Unless Given Permission by the City Manager or His or Her Designee, You do Not Have the Right to Speak on Behalf of the City or Claim A Product or Service Is Officially Supported By The City Without Proper City Authorization.

You do not have a legal right to utilize or take advantage of City Social Media and Technology—you may just be granted a temporary privilege. If you are permitted to utilize City Social Media and Technology, conduct City-related business using City equipment and communication devices, or post City Approved Social Media Content, you are on notice that when you are perpetuating or conducting business on behalf of the City, you must adhere to all federal, state, and local laws. This means that the City may get in trouble for things you say or do, the City's position in future lawsuits may be compromised by your communications and conduct, and you could even become liable to others.

It is the express desire of the City to stay out of your personal lives with non-work related content utilizing your own technological devices. However, under certain circumstances, even personal expressions on personal devices about other persons affiliated in any way with the City, may cause tremendous challenges in the workplace—perhaps exposing you and/or the City to liability. All City social media users must recognize that in litigation most courts focus on

content, not what specific device you were using and what location you sent or received the content. As public servants public officers, and third parties doing business with the City, the City encourages you to understand one electronic message can destroy a person's reputation around the world. Therefore, based on this power, it is incumbent upon you to become familiar with the basics of core mass media laws such as libel, libel by implication, invasion of privacy, rights of publicity, copyright infringement, trademark infringement and other civil and criminal laws.

The City attempts to utilize and provide adequate security for City devices, hardware, and software. However, due to inherent vulnerabilities of the Internet and social media platforms in general, data may be hacked, misused, or misappropriated. You must understand that data and communications may be compromised when using City Social Media and Technology and City Social Media Accounts to transact City business on both workplace equipment and personal devices.

You acknowledge that certain third-party technological accounts are dependent upon the security systems and countermeasures of third-parties over which the City has no control or influence. Therefore, it is your responsibility to read the "Terms of Service" of all third party social media platforms (i.e. Facebook, Twitter, YouTube) and utilize an abundance of caution in recognition of the risks cited in this Policy. This applies to utilization of public or open Wi-Fi networks, Bluetooth technology, or other less secure methods of data dissemination.

B. PRIVACY; AUTHORIZATION - Do Not Assume that You Will Have Expansive Privacy Rights or that the City Will Have to Defend You Regarding this Policy, Utilization of City Technology, City Social Media Accounts, or the Manner in which You Conduct City Business. Also, Do Not Assume that All Communications Will Remain Confidential or Limited to Their Intended Audience —Hacking, Errors, Malware, and the Broad Scope of the Florida Sunshine Law are Realities. When In Doubt, Ask the City Manager or His or Her Designee Before Using Technology or Communication Resources. If You Suspect Unauthorized Access, You Must Report Such Access Immediately.

As stated before and worth mentioning again, courts generally focus on social media content to establish a zone or expectation of privacy—not the location from which or the device from which the speech or communications were sent or received. Utilization of personal technology and communication devices does not necessarily create any expanded or special legal rights as the specific content of speech or communications may be dispositive. Issuance of City Social Media and Technology devices or receipt of stipends or reimbursement for City Social Media and Technology devices does not mean that the City will or shall be obligated to defend you or provide payment for your legal expenses for violations of this Policy, any future lawsuits, or for violations of federal law or Florida law.

Everyone subject to this Policy must receive written authorization from the City Manager or his or her designee that your chosen technology on workplace equipment or personal devices to create City sponsored content is compatible with City accounts, and platforms to engage in data extraction, encryption, installing applications, and other software and hardware standards utilized by the City or required in accordance with federal and Florida law. This requirement serves primarily to ensure security and synchronization of public records and public information. You must be aware of any third-party provider terms of service or requirements that may expose

the City to liability, and by using personal devices not authorized by the City and other third party platforms, you assume the risks relating to such unauthorized exposure. City passwords, usernames, profiles, credentials, and any other City Social Media Account administrative identifications do not constitute and shall not be construed as creating any expectation of privacy, especially in the event of a City audit or investigation, pending public records request, requests or court orders relating to pending or threatened litigation, or in the enforcement of this Policy.

Notwithstanding the preceding, the City does provide certain security for certain City Social Media and Technology in accordance with federal and Florida law, including but not limited to, the requirements of the Florida Information Protection Act and other data protection laws and regulations. However, no system or countermeasure is entirely secured in all circumstances. Accordingly, you must immediately report any suspicious activity or access attempts made by third parties or unauthorized persons or entities to your supervisor and the City Manager or his or her designee.

C. PUBLIC RECORDS AND OPEN MEETINGS – If You Conduct City Business on City Social Media Accounts or Other Similar Accounts, You Are Creating Numerous Public Records that the City Must Have Access To. Elected and Appointed Officials also Remain Subject To the Florida Sunshine Law Even If Using Personal Social Media Accounts or Personal Communication Devices. The City Must be Granted Timely Access to All Content and Communications Constituting a Public Record.

You are notified that the perpetuation and conducting of City business is generally subject to the Florida Sunshine Law if it constitutes a document, paper, letter, map, book, tape, photograph, film, sound recording, data processing software, or other material, regardless of physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City. Additionally, elected and appointed officials must be aware that the Florida Sunshine Law applies to any gathering of two or more members of the same board to discuss some matter which will foreseeably come before that board for action. Courts will generally focus on the relevant City-related content as opposed to the communication medium, what device was utilized, or from where the speech or communication was sent or received.

In accordance with the above, social media content may be subject to stringent City and Florida public records retention and production guidelines. This means that you must not delete certain data, communications, messages, and other items which may constitute public records without receiving the permission of the City Manager or his or her designee. The unauthorized deletion of public records may result in City and/or personal liability as well as evidentiary spoliation claims which may jeopardize your or the City's ability to defend itself in legal proceedings. Prior to repair and/or replacement of storage or transmittal devices that you utilize or have utilized for City-related data, communications, and other items relating to the conduct and perpetuation of City business, such storage or transmittal devices must be provided to the City a reasonable time prior to the repair and/or replacement to ensure data and document retention.

You agree and authorize the City to make reasonable inspections or audits for inspection and copying of public records in accordance with the Florida Sunshine Law and to make

determinations as to the applicability of the Florida Sunshine Law or other relevant laws to particular data, communications, and other items relating to City business. Notwithstanding the preceding, under no circumstances should anyone other than those persons or entities authorized in writing by the City Manager or his or her designee conduct an audit, investigation, or search on or relating to technological devices or accounts belonging solely to another person or entity. Upon completion of services provided to the City, separation of employment, termination, resignation, retirement, or other cessation of any affiliation with the City, you agree to provide all public records in your possession and control to the City as required by the Florida Sunshine Law. Additionally, City contractors expressly agree to comply with all provisions of section 119.0701(2), Florida Statutes, and the applicable provisions of this Policy shall supplement and shall not replace any existing agreement, contract, or procurement language relating to the subject matter of this Policy or the requirements under Chapter 119, Florida Statutes, relating to public records.

All public records requests that you may become aware of or receive using technological devices or social media accounts of any kind must be immediately forwarded to the City Clerk.

D. CITY OWNERSHIP OF DATA – The City Owns All Communications, Data, Photographs, and Other Items Posted or Displayed on City Social Media Accounts.

All data, photographs, communications, and other items posted or displayed on City Social Media Accounts are the sole and exclusive property of the City. Such property of the City includes, but is not limited to, data logins, tweets, emails, video and audio recordings, customer lists, City-related data sets, passwords, usernames, profiles, and any other City Social Media Account information that constitute or were utilized or created to conduct or perpetuate business of the City constitute the sole and exclusive property of the City. All City generated logos, graphics, trademarks, texts, photographs, images, video and audio recordings, and other City communications or displays of any type remain the property of the City.

E. PROHIBITED SPEECH, EXPRESSION, AND CONDUCT – What You Say or Post Can Expose You and/or the City to Liability. This Applies to All Forms of Communication Coming From Any Location and Using Any City or Non-City Technological Device.

You are hereby notified that content relating to City business and commercial speech or communications have limitations. Using City Social Media and Technology and City Social Media Accounts grants you no expansive legal rights beyond pre-existing constitutional and civil and criminal laws. More specifically, the contours of your social media speech are defined by the First Amendment, federal laws, Florida laws, or the provisions of this Policy.

The language and requirements of this Policy are intended to and shall be construed to preclude claims of prior restraint or creating a blanket prohibition on all speech. Moreover, this Policy is narrowly tailored to recognize the First Amendment rights of all City employees and City elected and appointed officials to communicate about issues of public concern, which must be balanced with purely personal speech and the City's significant interests, including but not limited to, promoting the efficiency of the public services the City performs and the City's interest in speaking for itself.

By way of example, but not limitation, the City places you on notice that the following classifications of speech or communications may be found in violation of this Policy depending on the context and particular circumstances as such communications are generally not entitled to heightened First Amendment protection or are considered unprotected speech and may create adverse impact to the City's safety, operational fluidity, and the public health, safety, and welfare:

- 1) Sexually harassing or discriminatory speech;
- 2) Defamation, libel, or slander;
- 3) Harassing or discriminatory speech relating to any protected class under the Fifth and Fourteenth Amendments, including but not limited to, speech that discriminates on the basis of race, gender, religion, national origin, sexual orientation, disability, or age. Harassing speech may also include persistent and unwelcome communications to or about City Users, City employees, or City elected or appointed officials, which is utilized to deliver direct or perceived threats of removing tangible work benefits of the subject of or recipient of such communications or that creates a hostile work environment in the City;
- 4) Obscenity, which generally requires that: a) the average person, applying contemporary community standards would find that the speech or communications, taken as a whole, appeals to the prurient interest; b) the speech or communication depicts or describes, in a patently offensive way, sexual conduct or excretory functions specifically defined by applicable state law; and c) whether the speech or communication, taken as a whole, lacks serious literary, artistic, political, or scientific value.
- 5) Fighting words;
- 6) True threats;
- 7) Extortion or other speech in violation of federal or state law;
- 8) Speech or communications in violation of Florida or relevant federal ethics or gift laws;
- 9) Speech or communications that reveal protected financial information, confidential health information, or that is in violation of the applicable exemptions, exceptions, or confidential provisions of the Florida Sunshine Law;
- 10) Prohibited or non-City Sponsored or Co-Sponsored commercial speech;
- 11) Electronics communication harassment or cyberstalking;
- 12) Speech or communications that presents a clear and present danger of immediate lawless action;
- 13) Speech or communications in violation of any copyright, trademark, or trade secret

federal or Florida law; and

14) Any other unprotected speech or communications in accordance with federal or Florida law.

In addition to the preceding, all City Social Media Accounts and City Social Media Content represent the speech, opinions, and viewpoints of the City. Accordingly, the City shall exercise complete editorial control over the content and viewpoint of any speech or communications regarding City Social Media and Technology within the parameters of the government speech doctrine and all local, state, and federal laws. This government speech preference and protection is separate from speech protections afforded by the First Amendment for speech or communications that do not relate to the government speech doctrine or that otherwise are made in a purely private or personal capacity on one's personal devices or accounts. Examples of items that may be deleted and/or may result in a violation of this Policy include, but are not limited to, unauthorized advertisements, solicitations, profanity or vulgarities, false or misleading statements, unauthorized endorsements, expressions or content unrelated to the City, irrelevant or unduly repetitious content, or communications inconsistent with the City's desired social media message, opinions, and viewpoints. Although private parties may take part in the design or propagation of the City's governmental speech content or platform, such shall not be construed as extinguishing the governmental nature of the message or transform the City's role into that of a mere forum provider.

F. DUTY TO REPORT PROHIBITED OR UNAUTHORIZED SPEECH; POTENTIAL FORWARDING LIABILITY – You Must Report Violations of this Policy and Unauthorized City Speech or Communications to Avoid Potential Liability. Immediately, Contact Your Supervisor or the City Manager as Timing Can Be Very Important.

You must immediately notify your supervisor or the City Manager or his or her designee upon discovery of a violation of this Policy, either personally or by others. You shall not forward any prohibited or unprotected communications as set forth in subsection (E), except to report same to the City Manager or his or her designee, the City's legal counsel, or to comply with the orders of a court of competent jurisdiction. The unauthorized forwarding of any communication referenced herein may expose the City or you, personally, to additional liability under federal or Florida law. By way of example, making material edits to libelous content and forwarding or re-tweeting such comment may constitute an additional or subsequent libelous act or libelous republication.

G. VIOLATIONS; SANCTIONS; APPEAL PROCESS AND PROCEDURES – This Policy Will Be Enforced by the City, and You Will Be Given a Meaningful Opportunity to Appeal Determinations that You Violated this Policy and Any Disciplinary Actions Imposed. This Process is Outlined Below and is a Recognized Form of Post-Deprivation Due Process.

Violations of this Policy are subject to pre-existing City discipline and termination procedures as codified by the City Charter and Florida law. Therefore, depending on the severity

of the offense or violation, the risk of exposure to the City for civil or criminal liability, whether the violator has previously been found in violation of this Policy, the expenditure of City time and resources required to document, prosecute, and rectify the violation, and the violator's candor and cooperation in mitigating and reporting the violation, the City Manager or his or her designee may sanction the violator through an already pre-existing discipline and termination process that includes any one or more of the following:

- 1) Verbal or written warning, including notations relating to violations placed in an employee's personnel file;
- 2) Suspension or revocation of permission to utilize or access City-issued technology or City Social Media Accounts;
- 3) Termination or suspension of City contracts and agreements;
- 4) Requiring the violator to attend additional social media or technology training;
- 5) Termination or suspension of employment.

Except as otherwise provided in the City Charter, in accordance with procedural and substantive due process principles, any person or entity who has been subjected to discipline under this Policy shall be afforded a post-deprivation opportunity to appeal in accordance with this subsection. Any person or entity desiring to appeal any sanctions implemented under this subsection must file a written appeal within ten days of the issuance of any written sanctions order by the City Manager or his or her designee with the City Clerk. Such appeal must include the person or entity's name and the basis or grounds for the appeal. Within ten days of the receipt of the appeal, the City's Social Media Policy Committee shall schedule a hearing on the appeal. Copies of any documents in the City's control or custody that are intended to be used at the appeal and which relate directly to the appeal shall be made available upon request to the appellant a reasonable time prior to the appeal hearing.

The appellant and the City shall have the right to attend the appeal hearing, with counsel, and all parties shall be afforded the right to testify, call witnesses, cross-examine witnesses, and present evidence. The appellant shall have the right to retain a court reporter at his or her own expense to ensure that a verbatim record of the proceeds is made. In no event shall a written recorded or transcript be provided by the City. Otherwise, formal rules of evidence shall not apply, but due process and fundamental fairness shall govern the proceedings. The City shall bear the burden of proof at the appeal hearing, which shall be a preponderance of the evidence as to whether a violation of this Policy occurred and whether the sanctions implemented under this Policy are reasonable. The City's Social Media Policy Committee shall consider the testimony and evidence presented and shall, within three business days of the appeal hearing, issue a written decision on the appeal that constitutes the findings of a majority of the members of the City's Social Media Policy Committee, which shall be sent by certified mail or hand-delivered to the appellant at the City Manager or his or her designee's discretion.

The decision of the City's Social Media Policy Committee shall be final and any additional review relating to the violation or sanctions shall be limited to subsequent judicial review in accordance with federal or Florida law. The sanctions imposed pursuant to this

subsection shall remain in full force and effect during the appeal and review process, including any subsequent judicial review.

H. TEXT MESSAGES — Keep Them, Do Not Delete Them, and Think About What You Are Sending Before You Send.

Text messages are convenient, but they may become the subject of public records requests, administrative investigations, and discovery in legal proceedings. Text messages are often transitory and may not relate to City business; however, you must be cautioned that you are responsible for ensuring that the City is able to retrieve and retain all text messages that may relate to City business. Additionally, courts may find that text messages alone are admissible without you having an opportunity to explain or place such text message in context.

Text messages relating to City business should not contain confidential information. The text messages should contain short clear messages that would be understandable to any reasonable person. Text messages may be subject to Florida's public records law under certain circumstances, and you must be aware of your responsibilities relating to same as outlined in this Policy.

I. UNAUTHORIZED ENDORSEMENTS, ADVERTISEMENTS, SPONSORSHIPS, GIFTS, and RECORDINGS – You Must Educate, Be Aware of Potential Conflicts, Ethics Violations, and Violations of this Policy. if You Make Unauthorized or Unlawful Communications or You Utilize Recordings in Violation of Federal or Florida Law. If You Are Unsure, then You Should Request Guidance and Counsel.

You may be subject to stringent ethical standards of conduct relating to Florida's ethical requirements set forth in Chapter 112, Florida Statutes. For instance, the ethical standards of Chapter 112, Florida Statutes, may apply to City Social Media and Technology to the extent you accept anything of value based upon any understanding that your vote, official action, or judgment would be influenced thereby. You are notified that the City will not tolerate ethical violations, regardless of platform, or the direct or indirect suggestion that the City endorses a product, service, or event on any form, platform, or medium of technology unless written authorization is received from the City Manager or his or her designee in accordance with this Policy. The receipt of gifts, promotions, sweepstakes, or any other forms of compensation performed while perpetuating City business shall be prohibited.

Additionally, you are notified that if you utilize City Social Media and Technology or City Social Media Accounts to create a post recordings, photographs, or similar in-person visual documentations, you must be in compliance with federal and Florida law regarding same, including but not limited, Chapter 934, Florida Statutes, relating to security of communications and surveillance. Chapter 934, Florida Statutes, in particular contains detailed prohibitions and regulations for searches and seizures utilizing drone technology and other regulations regarding recordings (i.e., section 934.03, Florida Statutes).

J. WEBSITE LINKS AND REDIRECTION – Be Cautious with Links and Shares That May Redirect You to Offensive or Malicious Content and Applications. Report Any Suspicious Items Immediately.

You are notified that City Social Media Accounts and City Social Media and Technology may contain links, shortcuts, applications, and other items that may redirect you or the public to offensive or malicious content and applications. You may also, by following links or clicking on certain shortcuts or other items as provided herein, expose yourself or the City to liability. You have the affirmative obligation to immediately notify your supervisor or the City Manager or his or her designee immediately upon discovery of any suspicious items you locate on City Social Media Accounts or City Social Media and Technology.

K. CREATING, EDITING, DELETING, AND PUBLISHING ON A CITY SOCIAL MEDIA ACCOUNT – To Publish, Post, Create, Edit, or Delete on City Social Media Accounts, You Must Be Authorized as the Speech and Communications Represent the City’s Position, Viewpoint, and Announcements Relating to City Sponsored or City Co-Sponsored Events.

All content, communications, expressions, formats, accounts, profiles, and other items relating in any way to City Social Media Accounts must be City Approved Social Media Content. When modifying, posting, creating, editing, deleting, or publishing in any way on City Social Media Accounts, you are responsible for following this Policy and all applicable federal and Florida laws. Upon development of content, modifying, posting, creating, editing, or deleting in any way on City Social Media Accounts, you are directed to refer to the Florida Sunshine Law, particularly as to public record creation and retention, the City’s Public Records Request Policy, and all applicable Florida Division of Library and Information Services General Records and Retention Schedules, including but not limited to, City specific record retention practices and procedures. If you need additional assistance regarding the requirements of this subsection, you should inform your supervisor or contract the City Manager or his or her designee immediately.

The City of Dunedin does not delete or block messages to elected officials, city employees, city vendors, or other third parties connected with the city based on sex, race, color, national origin, and religion or in an arbitrary manner. All City-related social media content that is sent or received is retained, archived, and deleted based on Florida’s Public Record Act (119).

L. PROCEDURE FOR DEVELOPING CITY SOCIAL MEDIA ACCOUNTS AND PROFILES – If You or Your Department Would Like to Utilize City Social Media Accounts in Addition to Existing City Social Media Accounts, then Request Permission for Same.

Individual departments desiring to establish additional City Social Media Accounts must obtain approval from the City Manager or his or her designee. Additional City Social Media Accounts must conform to the requirements of this Policy and shall otherwise be subject to all provisions herein. The City Manager or his or her designee shall be given an opportunity to review the content and all items relating to the additional City Social Media Account to ensure proper security, editorial control, compliance with federal and Florida law, and proper expressions of the City’s opinions and viewpoints. The City Manager or his or her designee may terminate the use of any City Social Media Account at any time and without notice.

IV. SEVERABILITY; CONFLICTS

If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this Policy is declared unconstitutional by valid final judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part of this Policy. Should this Policy conflict with the City Charter or any City ordinances or parts thereof, then those provisions shall apply but only to the extent of such conflict.

VI. DISCLAIMER; NON-WAIVER

The City disclaims all liability and shall not be responsible for any effect, injury, damage, claim, action, or demand to the fullest extent permissible under law relating to or arising from a post or submission to a social media site, application, or other external web service by any member of the public, the City's removal of or failure to remove a post or submission by a member of the public, the City's failure to follow or enforce this policy in every circumstance, or any other matter related to this Policy. The City further disclaims all liability and shall not be responsible for content or expression that are posted by City Users not acting in the course of their City duties with authorization as outlined in this Policy. Failure to comply with this Policy or any portion thereof by the City shall not create any expectation or interest in any private, public, or other right of action against the City, its elected or appointed officials, officers, employees, personnel, or agents.

By posting information, content, or any expressions to any City utilized sites, applications, or web services, the City does not waive any legal right, protection, privilege, or immunity, including but not limited to, copyright, trademark, and/or sovereign immunity, and the City retains all rights to such information, content, or any expressions to the fullest extent permissible under federal and Florida law.

VII. EFFECTIVE DATE

Effective _____, 2017, the City shall implement this Policy, violation of which may result in disciplinary actions or sanctions as provided herein or as set forth in the City Charter or Progressive Disciplinary Policy.

ACKNOWLEDGEMENT AND UNDERSTANDING OF POLICY

By signing this Policy, I hereby affirm and acknowledge, that I understand this Policy and have been provided a reasonable time to secure counsel or clarification regarding this Policy, and I agree that should I have any other or further questions regarding this Policy, I shall provide such questions in writing to the City Manager or his or her designee within ten days of receiving this Policy for review. Additionally, I understand and have been provided notice of the risks associated with conduct or expressions which relate to this Policy as detailed herein.

(Signature)

(Printed Name)

Title (if applicable): _____

Date: _____

RESOLUTION 17-23

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DUNEDIN SUPPORTING THE DESIGNATION OF STATE ROAD 580 IN PINELLAS COUNTY AS SENATOR GERALD S. "JERRY" REHM HIGHWAY; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, Florida Senator Jack Latvala proposed Senate Bill 368 which honors former Mayor and Senator Gerald Rehm by designating State Road 580 in Pinellas County as "Senator Gerald S. 'Jerry' Rehm Highway;" and

WHEREAS, the City Commission of the City of Dunedin has discussed the matter and has determined that honoring Mr. Rehm with this designation is warranted.

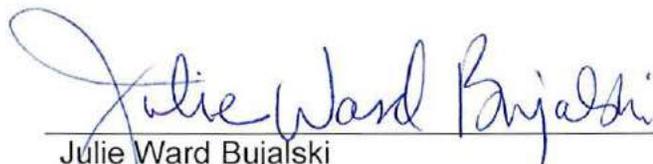
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY ASSEMBLED:

Section 1. That the City Commission of the City of Dunedin, Florida, hereby supports the designation of State Road 580 (in Pinellas County) as Senator Gerald S. "Jerry" Rehm Highway.

Section 2. That a copy of this Resolution be sent to the Governor, President of the Senate, Speaker of the House, and members of the legislative delegation.

Section 3. That this Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 11th day of July, 2017.


Julie Ward Bujalski
Mayor

ATTEST:


Denise Kirkpatrick
City Clerk

5

RESOLUTION 17-24

A RESOLUTION OF THE CITY OF DUNEDIN, FLORIDA, ACCEPTING PUBLIC EASEMENTS AND OTHER DEDICATIONS IN THE PLAT OF THE AQUA SOLIS SUBDIVISION; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the plat of the Aqua Solis Subdivision was heretofore approved by the City Commission of the City of Dunedin, Florida, and shall be recorded in the Public Records of Pinellas County, Florida; and

WHEREAS, by said plat the easement dedications shown thereon were revised to distinguish those dedicated to the public and those reserved for common use by the property owners; now, therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. That the City does hereby accept the dedication of all easements and other dedications reflected on the plat.

Section 2. That this Resolution shall become effective immediately upon final passage, adoption and upon review and approval of the City Manager for consistency between the dedications and notations on the plat.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 25th day of July, 2017.



Julie Ward Bujalski
Mayor

ATTEST:



Sharon E. Toner
Acting City Clerk

PLAT REVIEW COMPLETION CERTIFICATE

SUBDIVISION NAME: AQUA SOLIS

LOCATION: 1060 SCOTSDALE STREET, DUNEDIN, FL 34698

The above-referenced plat has been reviewed by staff and found to be in compliance with applicable City ordinances and State statutes. A formal resolution of acceptance of the plat will be presented for the City Commission's approval pursuant to Section 104-60.6.10 of the City of Dunedin Land Development Code.

Staff Approvals:



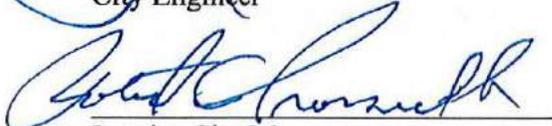
Director of Planning & Development

7/14/2017
Date



Director of Public Works & Utilities/
City Engineer

7/17/17
Date



Interim City Manager
FOLOA

7/14/17
Date

AERIAL OF SITE - AQUA SOLIS SUBDIVISION



AQUA SOLIS

BEING A REPLAT OF LOT 2 AND TRACT E, DUNEDIN COMMONS AS RECORDED IN PLAT BOOK 141, PAGES 90-98 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA LYING AND BEING A PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, CITY OF DUNEDIN, PINELLAS COUNTY, FLORIDA

DESCRIPTION:

THAT PORTION OF THE NE 1/4 OF THE SW 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NE 1/4 OF THE SW 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF NE 1/4 OF THE SW 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, S89°01'18"E, 1333.49 FEET TO THE SOUTHEAST CORNER OF THE NE 1/4 OF THE SW 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST; THENCE ALONG THE NORTH/SOUTH CENTERLINE OF SAID SECTION 35, N00°00'48"E, 655.43 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SCOTSDALE STREET; THENCE N53°25'02"W, 62.24 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SCOTSDALE STREET AND THE POINT OF BEGINNING; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: (1) S51°50'27"W, 312.69 FEET TO A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 200.00 FEET; (2) THENCE WESTERLY ALONG SAID CURVE 108.73 FEET, THROUGH A CENTRAL ANGLE OF 31°09'00" (CHORD BEARING S67°19'52"W, 107.40 FEET); THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE, N01°55'37"W, 18.84 FEET; THENCE N65°17'30"E, 14.51 FEET; THENCE N01°17'34"E, 64.02 FEET; THENCE N02°05'35"E, 64.65 FEET; THENCE N00°19'46"E, 100.27 FEET; THENCE N05°15'03"W, 104.15 FEET; THENCE N08°17'22"W, 48.95 FEET; THENCE N00°15'07"E, 150.30 FEET; THENCE N11°22'00"W, 50.78 FEET; THENCE N01°08'33"E, 85.77 FEET; THENCE N61°47'44"E, 22.03 FEET; THENCE N28°12'16"W, 25.25 FEET; THENCE S88°54'11"E, 350.87 FEET; THENCE S00°05'02"W, 489.84 FEET TO THE POINT OF BEGINNING;

DEDICATION:

THE OWNER DEDICATES AND GRANTS TO THE CITY OF DUNEDIN, FLORIDA, THE FOLLOWING EASEMENTS:

DRAINAGE EASEMENT OVER, UNDER, ACROSS AND THROUGH TRACT "F" AS DEPICTED ON THIS PLAT FOR DRAINAGE PURPOSES;

DRAINAGE AND UTILITY EASEMENT OVER, UNDER, ACROSS AND THROUGH TRACT "G" ALONG THE EAST BOUNDARY OF THE PROPERTY AS DEPICTED ON THIS PLAT FOR DRAINAGE AND UTILITY PURPOSES;

DRAINAGE EASEMENT OVER, UNDER, ACROSS AND THROUGH TRACT "C" ON THE SOUTHWEST BOUNDARY OF THE PROPERTY AS DEPICTED ON THIS PLAT FOR DRAINAGE PURPOSES;

DRAINAGE EASEMENT OVER, UNDER, ACROSS AND THROUGH TRACTS "A" AND "J" AS DEPICTED ON THIS PLAT FOR DRAINAGE PURPOSES;

A DRAINAGE EASEMENT OVER, UNDER, ACROSS AND THROUGH THE 10 FOOT DRAINAGE EASEMENT AREAS ALONG THE BOUNDARIES OF LOTS 1 THROUGH 43 (3 FEET ON EACH SIDE OF THE BOUNDARY) AS DEPICTED ON THIS PLAT FOR DRAINAGE PURPOSES; PROVIDED, HOWEVER, THAT NOTWITHSTANDING THE SURVEYOR NOTES #3 ON THIS PLAT AND ANY OTHER RESTRICTIONS TO THE CONTRARY, OWNER AND/OR THE AQUA SOLIS HOMEOWNERS ASSOCIATION, INC. ARE PERMITTED TO CONSTRUCT, INSTALL, REPAIR AND MAINTAIN A PRIVACY FENCE WITHIN SUCH DRAINAGE EASEMENT AREA.

THE OWNER DEDICATES AND GRANTS TO THE CITY OF DUNEDIN, FLORIDA (THE "CITY"), (A) TRACT "E" (WELL SITE) IN FEE SIMPLE AND (B) A UTILITY AND ACCESS EASEMENT UPON, ACROSS AND OVER THE AREA ADJOINING AND IMMEDIATELY ADJACENT TO THE WELL SITE THAT IS REASONABLY NECESSARY FOR THE DESIGN AND INSTALLATION, AT THE CITY'S EXPENSES, OF RAW WATER MAINS FROM THE WELL SITE. CITY'S OWNERSHIP OF TRACT "E" AND ITS EASEMENT RIGHTS DESCRIBED IN THE PRECEDING SENTENCE VEST UPON APPROVAL OF THIS PLAT BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THE RECORDING OF THIS PLAT IN THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA SHALL ACT AS CONVEYANCE TO THE CITY. NO FURTHER INSTRUMENT SHALL BE NECESSARY TO VEST FEE SIMPLE TITLE OR EASEMENT RIGHTS IN THE CITY AS AFOREMENTIONED.

THE OWNER DEDICATES AND GRANTS TO THE AQUA SOLIS HOMEOWNERS ASSOCIATION, INC. THE FOLLOWING: TRACT "A" (TRACT "A" INCLUDES BOTH INGRESS-EGRESS EASEMENTS AND 5-FOOT SIDEWALK EASEMENTS), TRACT "B", TRACT "C", TRACT "D", TRACT "E", TRACT "G", TRACT "H", TRACT "I", TRACT "J", TRACT "K", TRACT "L", TRACT "M", TRACT "N" AND TRACT "O". THESE TRACTS ARE TO BE OWNED AND MAINTAINED BY AQUA SOLIS HOMEOWNERS ASSOCIATION, INC. A FLORIDA CORPORATION NOT-FOR-PROFIT AS PART OF THE COMMON AREA PURSUANT TO THE PLAT AND THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR AQUA SOLIS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF PINELLAS COUNTY, FLORIDA.

OWNER:

BEAZER HOMES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER HEREBY STATES AND DECLARES AS FOLLOWS:

OWNER HEREBY GRANTS TO THE CITY OF DUNEDIN AND PROVIDERS OF LAW ENFORCEMENT, FIRE EMERGENCY, EMERGENCY MEDICAL, MAIL, PACKAGE DELIVERY, SOLID WASTE/SANITATION, WATER AND OTHER SIMILAR GOVERNMENTAL AND QUASI-GOVERNMENTAL SERVICES, A NON-EXCLUSIVE ACCESS EASEMENT OVER AND ACROSS THE PRIVATE ROADS AND PRIVATE RIGHT-OF-WAY FOR INGRESS AND EGRESS FOR THE PERFORMANCE OF THEIR OFFICIAL DUTIES.

BEAZER HOMES, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____
NICK PEACOCK, AUTHORIZED SIGNATORY - SOUTHEAST REGION

WITNESS SIGNATURE

WITNESS SIGNATURE

WITNESS (PRINT NAME)

WITNESS (PRINT NAME)

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY THAT ON THIS _____ DAY OF _____, 2017 BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY APPEARED NICK PEACOCK, AUTHORIZED SIGNATORY - SOUTHEAST REGION, OF BEAZER HOMES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE HEREON CERTIFICATE OF DEDICATION AND SEVERALLY ACKNOWLEDGES THE EXECUTION THEREOF TO BE HIS OWN FREE ACT AND DEED, AS SUCH OFFICERS, FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL AT THE STATE OF FLORIDA, COUNTY OF _____, THE DAY AND YEAR AFORESAID.

MY COMMISSION EXPIRES: _____ COMMISSION NO. _____

SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

PRINT NAME OF NOTARY PUBLIC
OR PLACE STAMP OR SEAL HERE

CONFIRMATION OF ACCEPTANCE

AQUA SOLIS HOMEOWNERS ASSOCIATION, INC., A FLORIDA CORPORATION, JOIN IN THE DEDICATION FOR THE PURPOSES OF ACCEPTING MAINTENANCE OF TRACTS A, B, C, D, F, G, H, I, J, K, L, M, N AND O AS SHOWN ON THIS PLAT.

BY: _____
KEITH MALCUTI, PRESIDENT

WITNESS SIGNATURE

WITNESS SIGNATURE

WITNESS (PRINT NAME)

WITNESS (PRINT NAME)

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY THAT ON THIS _____ DAY OF _____, 2017 BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY APPEARED KEITH MALCUTI, PRESIDENT OF AQUA SOLIS HOMEOWNERS ASSOCIATION, INC., TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE HEREON CERTIFICATE OF DEDICATION AND SEVERALLY ACKNOWLEDGES THE EXECUTION THEREOF TO BE HIS OWN FREE ACT AND DEED, AS SUCH OFFICERS, FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL AT THE STATE OF FLORIDA, COUNTY OF _____, THE DAY AND YEAR AFORESAID.

MY COMMISSION EXPIRES: _____ COMMISSION NO. _____

SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

PRINT NAME OF NOTARY PUBLIC
OR PLACE STAMP OR SEAL HERE

CERTIFICATE OF APPROVAL OF CITY COMMISSION

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, PINELLAS COUNTY, FLORIDA, THIS _____ DAY OF _____, 2017.

BY: JULIE WARD BUJALSKI, MAYOR BY: THOMAS J. TRASK, CITY ATTORNEY BY: DENISE M. KIRKPATRICK, CITY CLERK

CERTIFICATE OF APPROVAL OF CITY MANAGER

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR THE CITY OF DUNEDIN, PINELLAS COUNTY, FLORIDA THIS _____ DAY OF _____, 2017; PROVIDED THAT THE PLAT IS FILED IN THE OFFICE OF THE CLERK OF THE COURT OF PINELLAS COUNTY, FLORIDA, WITHIN ONE MONTH FROM THE DATE OF THIS APPROVAL.

BY: DOUGLAS P. HUTCHENS, INTERIM CITY MANAGER

CERTIFICATE OF APPROVAL OF CLERK OF CIRCUIT COURT

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I, KEN BURKE, CLERK OF THE CIRCUIT COURT OF PINELLAS COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLES IN FORM WITH ALL THE REQUIREMENTS OF THE STATUTES OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK _____, PAGE(S) _____, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THIS _____ DAY OF _____, 2017.

KEN BURKE
PINELLAS COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CERTIFICATE OF CONFORMITY

REVIEWED FOR CONFORMITY TO CHAPTER 177, PART 1, FLORIDA STATUTES BY A PROFESSIONAL SURVEYOR AND MAPPER UNDER CONTRACT TO THE CITY OF DUNEDIN.

_____, DATE: _____
PROFESSIONAL SURVEYOR AND MAPPER

PROFESSIONAL SURVEYOR AND MAPPER NUMBER _____
L.B. 021

289 DR. MARTIN LUTHER KING JR. STREET NORTH
ST. PETERSBURG, FLORIDA 33701
(727) 822-4317

SURVEYOR'S CERTIFICATE

I, DAN H. RIZZUTO, HEREBY CERTIFY THAT ON DECEMBER 19, 2016, THIS PROPERTY WAS SURVEYED AND THIS PLAT WAS MADE UNDER MY DIRECTION AND SUPERVISION AND IS A TRUE REPRESENTATION OF THE LANDS DESCRIBED AND SHOWN, AND THAT PERMANENT REFERENCE MONUMENTS (PRMS), PERMANENT CONTROL POINTS (PCPS) AND LOT CORNERS HAVE BEEN PLACED AS INDICATED HEREON IN ACCORDANCE WITH THE STATUTES OF THE STATE OF FLORIDA THEREUNTO APPERTAINING, AND THAT THIS PLAT COMPLES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1 FLORIDA STATUTES OF THE LAWS OF THE STATE OF FLORIDA PERTAINING TO MATERIALS AND COMPOSITION.

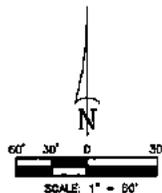
DAN H. RIZZUTO, PROFESSIONAL LAND SURVEYOR NO. 5227
POLARIS ASSOCIATES, INC., LB 5113
2165 SUNNYDALE BOULEVARD, SUITE D
CLEARWATER, FL 33765

DATE: _____

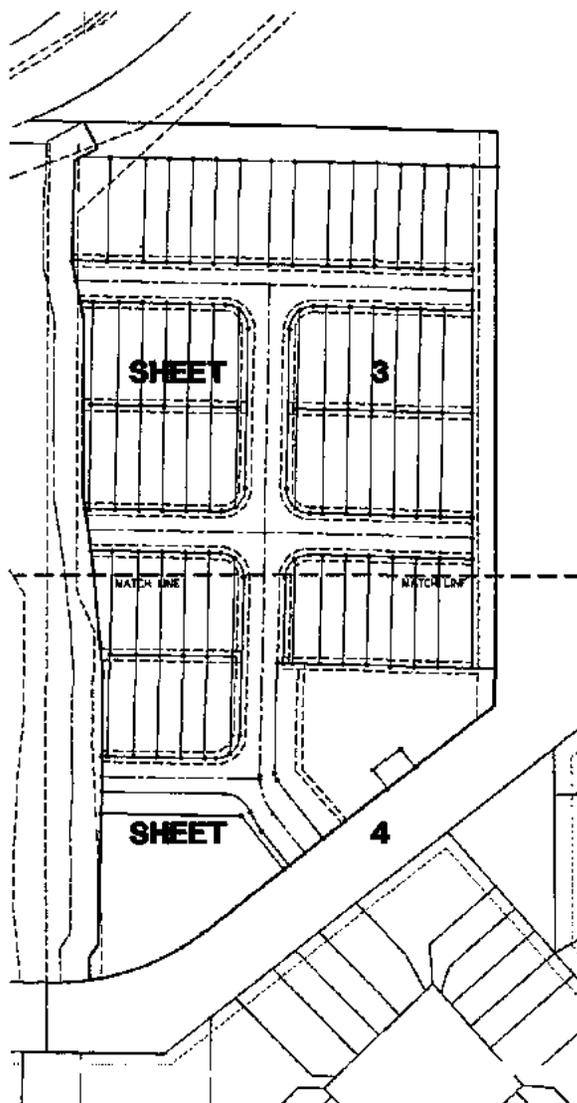


AQUA SOLIS

BEING A REPLAT OF LOT 2 AND TRACT E, DUNEDIN COMMONS AS RECORDED IN PLAT BOOK 141, PAGES 90-98 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA LYING AND BEING A PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, CITY OF DUNEDIN, PINELLAS COUNTY, FLORIDA.



| LEGEND | |
|--------|---|
| SHD | SET NAIL & DISK LB GNS (POP) |
| FMB | FOUND NAIL & DISK |
| SR | SET 1/2" IRON ROD & CAP LB#1113 |
| FR | FOUND IRON ROD & CAP |
| SCM | SET 4"X4" CONCRETE MONUMENT STAMPED FROM LB. 5413 |
| FCM | FOUND CONCRETE MONUMENT |
| D/A | DRAWN |
| LB | LICENSED BUSINESS NUMBER |
| NO | NUMBER |
| NR | NON RADIAL |
| OR | OFFICIAL RECORD |
| PG | PAGE |
| PCP | PERMANENT CONTROL POINT |
| PRM | PERMANENT REFERENCE MONUMENT |
| PR | PLAT BOOK |
| POC | POINT OF COMMENCEMENT |
| POB | POINT OF BEGINNING |
| PSM | PROFESSIONAL SURVEYOR MAPPER |
| PLS | PROFESSIONAL LAND SURVEYOR |
| (S) | SECTION |
| R/W | RIGHT-OF-WAY |
| SR | STATE ROAD |
| S/W | SIDEWALK |
| COB | CORNER |
| SEC | SECTION |
| TWP | TOWNSHIP |
| RNG | RANGE |



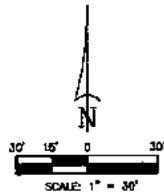
KEY MAP

SURVEYOR NOTES

- BEARINGS ARE BASED ON THE NORTHEAST RIGHT-OF-WAY LINE OF THE SCOTTSDALE STREET, BEING ASSUMED AS S.61°58'27"W.
- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- UTILITY AND DRAINAGE EASEMENT USE RESTRICTIONS: NO PERMANENT PRIVATE STRUCTURES, INCLUDING MASONRY OR CONCRETE BLOCK FENCES, ARE TO BE LOCATED WITHIN THE UTILITY OR DRAINAGE EASEMENTS SHOWN HEREON IN THE ABSENCE OF A SPECIFIC PERMIT FOR SUCH STRUCTURES.
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- SUBJECT TO A FLORIDA POWER DISTRIBUTION EASEMENT (BLANKET) AS RECORDED IN OFFICIAL RECORDS BOOK 3172, PAGE 540 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.
- OWNER WILL GRANT AND CONVEY TO AQUA SOLIS HOMEOWNERS ASSOCIATION, INC. AND SUCH PRIVATE UTILITIES AS OWNER MAY DESIGNATE A UTILITY EASEMENT OVER, UNDER, ACROSS AND THROUGH THE 5-FOOT UTILITY EASEMENT AREAS ALONG AND WITHIN THE BOUNDARY OF EACH LOT AS DEPICTED ON THIS PLAT.
- OWNER HEREBY GRANTS AND CONVEYS TO AQUA SOLIS HOMEOWNERS ASSOCIATION, INC. A FENCE EASEMENT OVER, UNDER, ACROSS AND THROUGH THE 10 FOOT DRAINAGE EASEMENT AREAS ALONG THE BOUNDARIES OF LOTS 1 THROUGH 43 (5 FEET ON EACH SIDE OF THE BOUNDARY) AS DEPICTED ON THIS PLAT FOR PURPOSES OF CONSTRUCTION, INSTALLING, REPAIRING AND MAINTAINING A PRIVACY FENCE WITHIN SUCH EASEMENT AREAS AND ACCESSING SUCH EASEMENT AREAS FOR THE ABOVE-LISTED PURPOSES.
- ALL EASEMENTS SHOWN HEREON ARE PRIVATE EASEMENTS UNLESS SPECIFICALLY LABELED AS PUBLIC.
- ALL ROADS, STREETS AND UTILITIES, INCLUDING STORMWATER FACILITIES DESIGNATED AS PRIVATE HEREON, ARE SPECIFICALLY SET ASIDE FOR THE USE BY THE PROPERTY OWNERS AND IN NO WAY CONSTITUTE A DEDICATION TO THE GENERAL PUBLIC OR TO THE CITY, IT BEING SPECIFICALLY UNDERSTOOD THAT NO OBLIGATION IS IMPOSED UPON THE CITY, FOR MAINTENANCE OR IMPROVEMENT OF SUCH STREETS AND UTILITIES.
- ALL DISTANCES SHOWN HEREON ARE IN FEET.

AQUA SOLIS

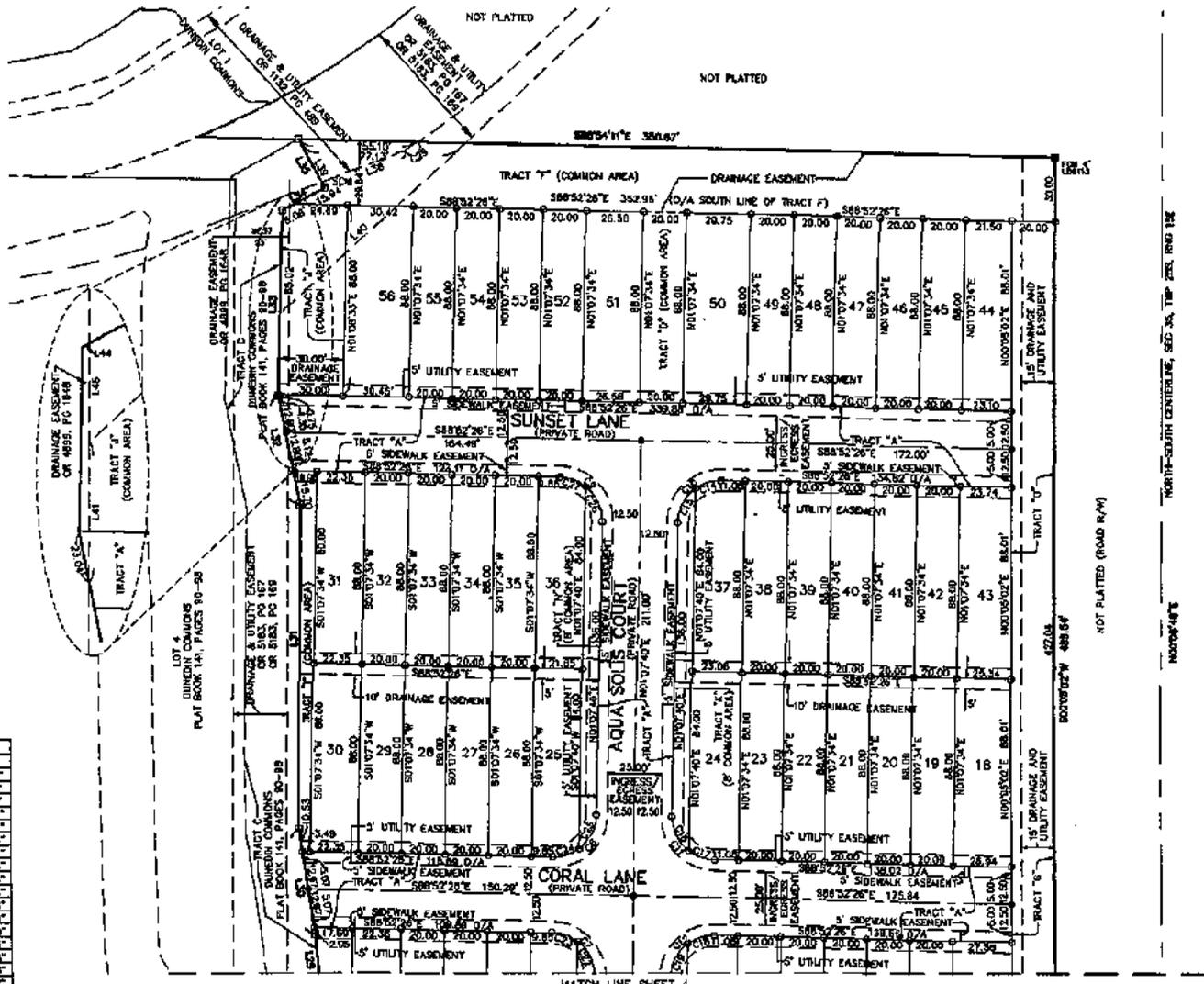
BEING A REPLAT OF LOT 2 AND TRACT E, DUNEDIN COMMONS AS RECORDED IN PLAT BOOK 141, PAGES 90-98 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA LYING AND BEING A PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, CITY OF DUNEDIN, PINELLAS COUNTY, FLORIDA



| LEGEND | |
|---------|---------------------------------|
| SHD | SET NAIL & DECK LB (1/4) (POP) |
| FIN | FOUND NAIL & DECK |
| SR | SET 1/2" IRON ROD & CRP (LBR/L) |
| FR | FOUND IRON ROD & CRP |
| SCM | SET 4"x4" CONCRETE MONUMENT |
| STAMPED | STAMPED PIN LB (1/4) |
| CON | CONCRETE MONUMENT |
| OR | ORANGE |
| LB | INCHES BURNISH NUMBER |
| NO | NUMBER |
| DR | NON RURAL |
| OR | OFFICIAL RECORD |
| NO | NO |
| POP | PERMANENT CONTROL POINT |
| PRM | PERMANENT REFERENCE POINT |
| PLB | PLAT BOOK |
| POC | POINT OF CONCORDANCE |
| POB | POINT OF BEGINNING |
| PSN | PROFESSIONAL SURVEYOR NUMBER |
| PLS | PROFESSIONAL LAND SURVEYOR |
| (D) | ROAD |
| R/W | RIGHT-OF-WAY |
| SR | STATE ROAD |
| S/W | SIDEWALK |
| CR | CORNER |
| SEC | SECTION |
| TWP | TOWNSHIP |
| RNG | RANGE |

| CURVE TABLE | | | | | |
|-------------|--------|--------|-------------|--------|-----------|
| CURVE | RADIUS | LENGTH | CHORD | DELTA | |
| C1 | 200.00 | 108.73 | 56.718°25'W | 107.40 | 31°09'00" |
| C2 | 50.00 | 30.82 | 89°56'25"E | 50.34 | 30°13'31" |
| C3 | 50.00 | 3.56 | 50°54'35"E | 3.56 | 4°04'29" |
| C4 | 65.00 | 18.84 | 52°57'48"E | 18.77 | 18°35'24" |
| C5 | 25.00 | 29.33 | N85°18'01"W | 27.57 | 67°12'48" |
| C6 | 20.00 | 31.42 | N48°07'37"E | 28.28 | 88°04'34" |
| C7 | 20.00 | 31.42 | S45°29'23"W | 28.28 | 90°00'00" |
| C8 | 20.00 | 31.42 | N43°02'37"E | 28.28 | 89°58'54" |
| C9 | 20.00 | 31.42 | N43°52'33"W | 28.28 | 90°01'06" |
| C10 | 20.00 | 31.42 | S44°07'31"W | 28.28 | 89°58'54" |
| C11 | 20.00 | 31.42 | S43°52'33"E | 28.28 | 90°01'06" |
| C12 | 20.00 | 31.42 | S44°07'31"W | 28.28 | 89°58'54" |
| C13 | 10.00 | 6.88 | S18°34'10"E | 6.74 | 36°23'40" |
| C14 | 20.00 | 12.87 | S72°41'31"W | 12.85 | 36°52'06" |
| C15 | 20.00 | 18.55 | S72°41'31"W | 17.89 | 53°07'48" |
| C16 | 20.00 | 18.55 | S75°28'14"E | 17.89 | 53°07'48" |
| C17 | 20.00 | 12.87 | S70°28'17"E | 12.85 | 36°52'17" |
| C18 | 20.00 | 12.87 | S72°41'31"W | 12.85 | 36°52'06" |
| C19 | 20.00 | 18.55 | S72°41'31"W | 17.88 | 53°07'48" |
| C20 | 20.00 | 12.87 | N72°41'31"E | 12.85 | 36°52'06" |
| C21 | 20.00 | 18.55 | N72°41'31"E | 17.88 | 53°07'48" |
| C22 | 20.00 | 18.55 | N75°28'14"W | 17.89 | 53°07'48" |
| C23 | 20.00 | 12.87 | S70°28'17"E | 12.85 | 36°52'17" |
| C24 | 200.00 | 9.95 | N81°28'14"E | 9.84 | 2°50'37" |
| C25 | 450.81 | 7.39 | S51°22'53"W | 7.39 | 1°58'22" |

| LINE TABLE | | | |
|------------|---------|-------------|-------------|
| LINE | LENGTH | BEARING | BEARING |
| L99 | 104.15' | N85°13'03"W | N85°13'03"W |
| L30 | 48.86' | N08°17'22"W | N08°17'22"W |
| L31 | 190.30' | N01°10'07"E | N01°10'07"E |
| L32 | 50.78' | N11°22'00"W | N11°22'00"W |
| L33 | 85.77' | N01°38'34"E | N01°38'34"E |
| L34 | 22.03' | N81°47'44"E | N81°47'44"E |
| L35 | 28.26' | N28°12'16"W | N28°12'16"W |
| L36 | 33.10' | N10°07'34"E | N10°07'34"E |
| L37 | 41.04' | S68°13'18"W | S68°13'18"W |
| L38 | 22.38' | N28°12'16"W | N28°12'16"W |
| L39 | 118.84' | S47°18'47"W | S47°18'47"W |
| L40 | 81.37' | S80°18'30"W | S80°18'30"W |
| L41 | 43.37' | N81°47'44"E | N81°47'44"E |
| L42 | 43.75' | S80°05'39"E | S80°05'39"E |



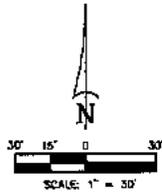
POLARIS SURVEYING & ENGINEERING, INC.
 49300123 INC.
 15 8713
 218 SUNSHINE BOULEVARD, SUITE A
 CLEARWATER, FLORIDA 34625
 PH (727) 491-8113 FAX (727) 491-4889
 11/15/12-02

NOT PLATTED (ROAD R/W)
 NORTH-SOUTH CENTERLINE, SEC. 35, TWP. 28S, RNG. 15E

N00°00'48"

AQUA SOLIS

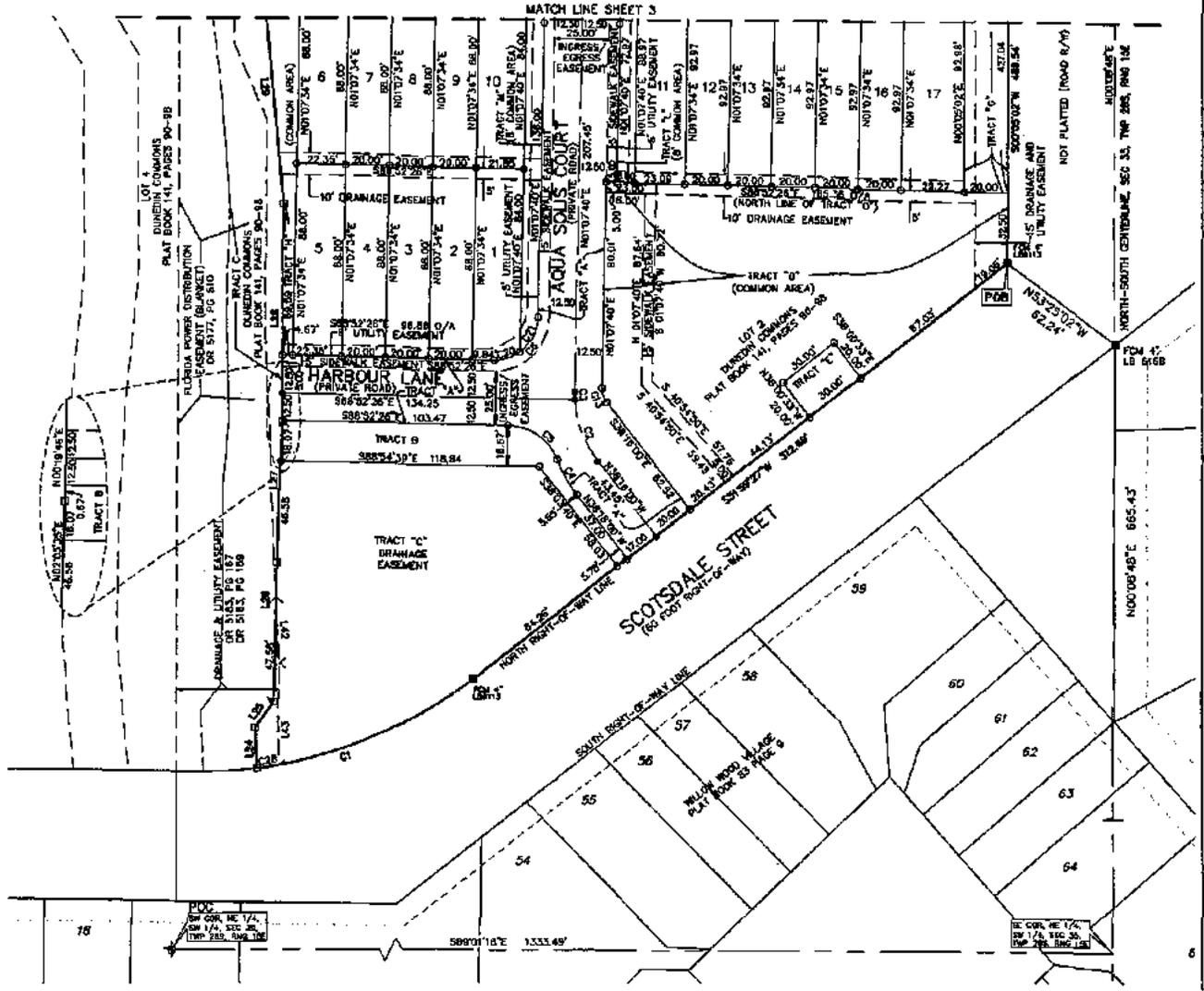
BEING A REPLAT OF LOT 2 AND TRACT E, DUNEDIN COMMONS AS RECORDED IN PLAT BOOK 141, PAGES 90-98 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA LYING AND BEING A PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, CITY OF DUNEDIN, PINELLAS COUNTY, FLORIDA



| LEGEND | |
|--------|-------------------------------------|
| SDG | = SET 1/4" DIA. IRON ROD WITH (POP) |
| FRD | = FOUND ROD & BUSH |
| SR | = SET 1/2" IRON ROD & CAP (L&MS) |
| FR | = FOUND IRON ROD & CAP |
| SDM | = SET 4" CONCRETE MONUMENT |
| | STAMPED WITH ID #113 |
| FCM | = FOUND CONCRETE MONUMENT |
| O/A | = OVERALL |
| LN | = LICENSED BUSINESS NUMBER |
| NO | = NUMBER |
| (NR) | = IRON NAIL |
| OR | = OFFICIAL RECORD |
| PC | = PACE |
| POP | = PERMANENT CONTROL POINT |
| PRM | = PERMANENT REFERENCE MONUMENT |
| PL | = PLAT BOOK |
| POC | = POINT OF COMMENCEMENT |
| POB | = POINT OF BEGINNING |
| PSA | = PROFESSIONAL SURVEYOR NUMBER |
| PLS | = PROFESSIONAL LAND SURVEYOR |
| (S) | = SIDE |
| R/W | = RIGHT-OF-WAY |
| SR | = STATE ROAD |
| S/W | = SIDEWALK |
| CON | = CORNER |
| SEC | = SECTION |
| TWP | = TOWNSHIP |
| RNG | = RANGE |

| CURVE TABLE | | | | | |
|-------------|--------|--------|---------------|--------|-----------|
| CURVE | RADIUS | LENGTH | CHORD BEARING | CHORD | DELTA |
| C1 | 200.00 | 108.73 | S67°13'42"W | 107.40 | 51°09'00" |
| C2 | 50.00 | 30.89 | S29°38'25"E | 30.34 | 35°19'11" |
| C3 | 50.00 | 30.89 | S60°21'35"E | 30.35 | 43°47'20" |
| C4 | 50.00 | 18.64 | S29°37'44"E | 18.77 | 16°35'24" |
| C5 | 25.00 | 29.33 | N55°18'04"W | 27.67 | 67°12'46" |
| C6 | 20.00 | 31.42 | N46°07'37"E | 28.28 | 88°36'54" |
| C7 | 20.00 | 31.42 | N43°52'23"W | 28.28 | 90°00'06" |
| C8 | 20.00 | 31.42 | N48°07'37"E | 28.28 | 89°59'54" |
| C9 | 20.00 | 31.42 | N43°52'23"W | 28.28 | 90°00'06" |
| C10 | 20.00 | 31.42 | S42°07'37"W | 28.28 | 89°59'54" |
| C11 | 20.00 | 31.42 | S43°52'23"W | 28.28 | 90°00'06" |
| C12 | 20.00 | 31.42 | S46°07'37"W | 28.28 | 89°59'54" |
| C13 | 10.00 | 6.88 | S18°24'10"E | 6.74 | 35°32'42" |
| C14 | 20.00 | 12.67 | S72°41'31"W | 12.65 | 36°52'08" |
| C15 | 20.00 | 18.55 | S27°41'34"W | 17.89 | 53°07'48" |
| C16 | 20.00 | 18.55 | S25°26'14"E | 17.89 | 53°07'48" |
| C17 | 20.00 | 12.67 | S70°28'17"E | 12.65 | 36°52'17" |
| C18 | 20.00 | 12.67 | S72°41'31"W | 12.65 | 36°52'06" |
| C19 | 20.00 | 18.55 | S27°41'34"W | 17.89 | 53°07'48" |
| C20 | 20.00 | 12.67 | N72°41'31"E | 12.65 | 36°52'06" |
| C21 | 20.00 | 18.55 | N27°41'34"E | 17.89 | 53°07'48" |
| C22 | 20.00 | 18.55 | N25°26'14"W | 17.89 | 53°07'48" |
| C23 | 20.00 | 12.67 | S72°41'31"E | 12.65 | 36°52'17" |
| C24 | 20.00 | 12.67 | S70°28'17"E | 12.65 | 36°52'06" |
| C25 | 20.00 | 18.55 | N27°41'34"E | 17.89 | 53°07'48" |
| C26 | 20.00 | 18.55 | N25°26'14"W | 17.89 | 53°07'48" |
| C27 | 20.00 | 12.67 | S70°28'17"E | 12.65 | 36°52'17" |
| C28 | 200.00 | 9.95 | N81°28'54"E | 9.94 | 2°50'57" |

| LINE TABLE | | |
|------------|--------|-------------|
| LINE | LENGTH | BEARING |
| L24 | 18.84 | N01°50'37"W |
| L25 | 14.51 | N55°17'30"E |
| L26 | 84.02 | N01°12'34"E |
| L27 | 64.65 | N02°02'35"E |
| L28 | 100.27 | N00°28'46"E |
| L29 | 104.15 | N03°43'03"W |
| L42 | 28.80 | S02°23'18"E |
| L43 | 47.00 | S01°17'00"W |



POLARIS ASSOCIATES INC.
 PROFESSIONAL SURVEYING AND MAPPING
 2105 SUNSHINE BOULEVARD, SUITE 2
 CLEARWATER, FLORIDA 33765
 PH (727) 461-8113 FAX (727) 461-8888
 4572-01 SHEET 4 OF 4

RESOLUTION 17-25

A RESOLUTION OF THE CITY OF DUNEDIN, FLORIDA, ACCEPTING PUBLIC EASEMENTS AND OTHER DEDICATIONS IN THE PLAT OF THE JAMES STREET COTTAGES SUBDIVISION; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the plat of the James Street Cottages Subdivision was heretofore approved by the City Commission of the City of Dunedin, Florida, and shall be recorded in the Public Records of Pinellas County, Florida; and

WHEREAS, by said plat the easement dedications shown thereon were revised to distinguish those dedicated to the public and those reserved for common use by the property owners; now, therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. That the City does hereby accept the dedication of all easements and other dedications reflected on the plat.

Section 2. That this Resolution shall become effective immediately upon final passage, adoption and upon review and approval of the City Manager for consistency between the dedications and notations on the plat.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 25th day of July, 2017.


Julie Ward Bujalski
Mayor

ATTEST:


Sharon E. Toner
Acting City Clerk



Home of Honeymoon Island

PLANNING & DEVELOPMENT
737 LOUDEN AVENUE
DUNEDIN, FL 34698
727.298.3210

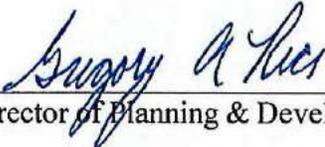
PLAT REVIEW COMPLETION CERTIFICATE

SUBDIVISION NAME: JAMES STREET COTTAGES SUBDIVISION

LOCATION: DOUGLAS AVE & JAMES ST, DUNEDIN, FL 34698

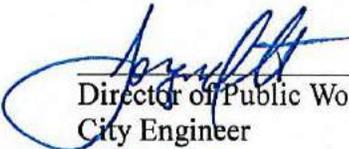
The above-referenced plat has been reviewed by staff and found to be in compliance with applicable City ordinances and State statutes. A formal resolution of acceptance of the plat will be presented for the City Commission's approval pursuant to Section 104-60.6.10 of the City of Dunedin Land Development Code.

Staff Approvals:



Director of Planning & Development

7/14/2017
Date



Director of Public Works & Utilities/
City Engineer

7/17/17
Date



Interim City Manager

7/14/17
Date

AERIAL OF SITE - JAMES STREET COTTAGES SUBDIVISION



JAMES STREET COTTAGES SUBDIVISION

BEING A REPLAT OF A PORTION OF LOT 1, GEORGE L. JONES AND WIFE'S MAP OF DUNEDIN AS RECORDED IN PLAT BOOK K, PAGE 473, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, LYING IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 28 SOUTH, RANGE 15 EAST, CITY OF DUNEDIN, PINELLAS COUNTY, FLORIDA

LEGAL DESCRIPTION:

BEGIN AT THE NORTHWEST CORNER OF LOT 1 SAID POINT BEING THE CENTERLINE OF DOUGLAS AVENUE AND THE 1/4 SECTION LINE AS RECORDED IN PLAT BOOK K, PAGE 473 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, BEING A PORTION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 28 SOUTH, RANGE 15 EAST IN GEORGE L. JONES AND WIFE'S MAP OF DUNEDIN; RUN THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1, 27.0 FEET TO THE EAST LINE OF DOUGLAS AVENUE; THENCE SOUTH 80.0 FEET ALONG SAID EAST LINE FOR POINT OF BEGINNING; THENCE CONTINUE SOUTH 115.0 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 1, 148.0 FEET; THENCE NORTH 116.0 FEET PARALLEL TO DOUGLAS AVENUE; THENCE WEST 146.0 FEET TO POINT OF BEGINNING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1 SAID POINT BEING THE CENTERLINE OF DOUGLAS AVENUE AND THE 1/4 SECTION LINE AS RECORDED IN PLAT BOOK K, PAGE 473 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, BEING A PORTION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 28 SOUTH, RANGE 15 EAST IN GEORGE L. JONES AND WIFE'S MAP OF DUNEDIN; THENCE ALONG THE NORTH LINE OF SAID LOT 1, N 89° 58' 07" E, 27.00 FEET TO THE FORMER EAST LINE OF DOUGLAS AVENUE; THENCE ALONG SAID EAST LINE OF DOUGLAS AVENUE, S 00° 23' 51" W, 00.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE OF DOUGLAS AVENUE, S 00° 23' 01" W, 116.07 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE ALONG SAID SOUTH LINE OF LOT 1, N 89° 57' 17" E, 148.00 FEET; THENCE PARALLEL TO DOUGLAS AVENUE, N 00° 23' 01" E, 116.00 FEET; THENCE S 89° 58' 07" W, 146.00 FEET TO THE POINT OF BEGINNING.

DEDICATION:

THE UNDERSIGNED CERTIFIES THAT CHARLES S. GAMBLE AND GAIL F. GAMBLE ARE THE OWNERS OF THE HEREOF DESCRIBED TRACT OF LAND AND THAT SAME IS HEREBY PLATTED AS "JAMES STREET COTTAGES SUBDIVISION", AND THAT IT DEDICATED TO THE SEVERAL UTILITIES PROVIDING SERVICE TO THIS PLAT AND TO THE HOMEOWNERS ASSOCIATION, "JAMES STREET COTTAGES HOMEOWNERS' ASSOCIATION, INC.", ITS SUCCESSORS AND ASSIGNS ALL EASEMENTS FOR UTILITIES AND DRAINAGE AS SHOWN ON THE PLAT AND IT DEDICATES TO THE HOMEOWNERS ASSOCIATION, "JAMES STREET COTTAGES HOMEOWNERS' ASSOCIATION, INC.", ITS SUCCESSORS AND ASSIGNS, ALL EASEMENTS FOR INGRESS AND EGRESS AS SHOWN ON THIS PLAT AND IT DEDICATES TO "JAMES STREET COTTAGES HOMEOWNERS' ASSOCIATION, INC.", ITS SUCCESSORS AND ASSIGNS ALL COMMON AREAS AS SHOWN ON THIS PLAT. THE MAINTENANCE OF THE RETENTION AREAS IS TO BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION, THE MAINTENANCE OF ALL EASEMENTS FOR DRAINAGE, UTILITIES AND INGRESS - EGRESS IS THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION. THE 8.00 FOOT WIDE STRIP OF LAND ALONG THE WEST SIDE OF THE SUBDIVISION IS DEDICATED TO THE CITY OF DUNEDIN FOR RIGHT OF WAY FOR DOUGLAS AVENUE.

OWNERSHIP AND MAINTENANCE OF STREETS AND STORMWATER MANAGEMENT FACILITIES INCLUDING PIPES, INLETS AND RETENTION POUNDS REST WITH THE PROPERTY OWNERS AND HOME OWNERS ASSOCIATION THE CITY SHALL HAVE NO RESPONSIBILITY WHATSOEVER WITH RESPECT THERETO.

FOR VALUABLE CONSIDERATION, WE, THE UNDERSIGNED ("GRANTOR"), DO HEREBY PERMANENTLY GRANT TO DUKE ENERGY FLORIDA, INC. AND THEIR PARENT ENTITY (OR ENTITY CONTROLLING BOTH ENTITIES), THEIR RESPECTIVE SUBSIDIARIES OR AFFILIATE ENTITIES, AND ANY OTHER PROVIDER OF UTILITY SERVICES ("GRANTEE") THEIR SUCCESSORS AND ASSIGNS, FOR/IN/VEIN, NON-EXCLUSIVE EASEMENTS, AS SHOWN ON THE WITHIN PLAT AND DESIGNATED AS "UTILITY EASEMENTS" FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, OR REPLACEMENT OF ANY AND ALL NECESSARY FACILITIES FOR THE OVERHEAD AND UNDERGROUND DISTRIBUTION OF GAS, ELECTRIC, TELEPHONE, TELECOMMUNICATIONS OR OTHER UTILITIES ("GRANTEE FACILITIES" OR "FACILITIES"). THE GRANTEE SHALL HAVE THE RIGHT OF INGRESS AND EGRESS AND ALSO THE RIGHT TO CUT, TRIM OR REMOVE ANY TREES, UNDERGROWTH OR OVERHANGING BRANCHES WITHIN THE UTILITY EASEMENTS OR IMMEDIATELY ADJACENT THERETO. NO BUILDINGS OR OTHER STRUCTURES MAY BE BUILT WITHIN THE UTILITY EASEMENTS AREA, NOR MAY THE UTILITY EASEMENTS AREA BE PHYSICALLY ALTERED TO (1) REDUCE THE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF GRANTEE FACILITIES; (3) IMPAIR THE ABILITY TO MAINTAIN THE FACILITIES OR; (4) CREATE A HAZARD, TO HAVE AND TO HOLD THIS EASEMENT FOREVER. WE ACKNOWLEDGE HAVING THE FULL POWER TO CONVEY THIS UTILITY EASEMENT AND WILL DEFEND THE SAME AGAINST ALL CLAIMS.

CHARLES S. GAMBLE, OWNER

GAIL F. GAMBLE, OWNER

PRINT: WITNESS FOR BOTH

PRINT: WITNESS FOR BOTH

SIGN: WITNESS FOR BOTH

SIGN: WITNESS FOR BOTH

ACKNOWLEDGMENT:
STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY THAT ON THIS _____ DAY OF _____, A.D. 2017, BEFORE ME PERSONALLY APPEARED CHARLES S. GAMBLE AND GAIL F. GAMBLE, AS OWNERS OF "JAMES STREET COTTAGES SUBDIVISION" TO ME KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE OF DEDICATION AND SEVERALLY ACKNOWLEDGE THE EXECUTION THEREOF TO BE THEIR FREE ACT AND DEED, FOR THE USES AND PURPOSES THEREIN MENTIONED. WITNESS MY HAND AND SEAL IN THE COUNTY OF PINELLAS, STATE OF FLORIDA, ON THE AFORESAID DATE.

NOTARY PUBLIC, STATE OF FLORIDA

PERSONALLY KNOWN CHARLES S. AND GAIL F. GAMBLE
OR PRODUCED IDENTIFICATION

(TYPE OF IDENTIFICATION PRODUCED)
MY COMMISSION EXPIRES _____

CERTIFICATE OF ACCEPTANCE OF COMMON AREAS:

JAMES STREET COTTAGES HOMEOWNERS' ASSOCIATION, INC. DOES HEREBY ACCEPT ALL COMMON AREAS FOR MAINTENANCE, APPROVED THIS _____ DAY OF _____, A.D. 2017;

JAMES STREET COTTAGES
HOMEOWNERS' ASSOCIATION, INC.

JAMES STREET COTTAGES
HOMEOWNERS' ASSOCIATION, INC.

CHARLES S. GAMBLE, PRESIDENT

GAIL F. GAMBLE, VICE PRESIDENT

PRINT: WITNESS FOR BOTH

PRINT: WITNESS FOR BOTH

SIGN: WITNESS FOR BOTH

SIGN: WITNESS FOR BOTH

ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY THAT ON THIS _____ DAY OF _____, A.D. 2017, BEFORE ME PERSONALLY APPEARED CHARLES S. GAMBLE AND GAIL F. GAMBLE, AS OWNERS OF "JAMES STREET COTTAGES SUBDIVISION" TO ME KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE OF DEDICATION AND SEVERALLY ACKNOWLEDGE THE EXECUTION THEREOF TO BE THEIR FREE ACT AND DEED, FOR THE USES AND PURPOSES THEREIN MENTIONED. WITNESS MY HAND AND SEAL IN THE COUNTY OF PINELLAS, STATE OF FLORIDA, ON THE AFORESAID DATE.

NOTARY PUBLIC, STATE OF FLORIDA

PERSONALLY KNOWN CHARLES S. AND GAIL F. GAMBLE
OR PRODUCED IDENTIFICATION

(TYPE OF IDENTIFICATION PRODUCED)
MY COMMISSION EXPIRES _____

SURVEYOR'S NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCE BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTE:
ALL ROADS, STREETS, COMMON AREAS AND STORMWATER FACILITIES ARE DESIGNATED AS PRIVATE HEREOF, ARE SPECIFICALLY SET ASIDE FOR USE BY THE PROPERTY OWNERS AND IN NO WAY CONSTITUTE A DEDICATION TO THE GENERAL PUBLIC, TO THE CITY OF DUNEDIN OR TO THE COUNTY OF PINELLAS, IT BEING SPECIFICALLY UNDERSTOOD THAT NO OBLIGATION IS IMPOSED UPON THE CITY OF DUNEDIN FOR THE MAINTENANCE OR IMPROVEMENT OF SUCH STREETS, COMMON AREAS AND STORMWATER FACILITIES. THE CITY OF DUNEDIN WILL NOT NOW OR IN THE FUTURE MAINTAIN THE PROPOSED ROADS, COMMON AREAS OR STORMWATER FACILITIES AS IT WILL BE THE RESPONSIBILITY OF THE DEVELOPER OR SUBSEQUENT HOME OWNERS ASSOCIATION, TO MAINTAIN THE ROADS, COMMON AREAS AND STORMWATER FACILITIES WHICH SERVICE THE PROPOSED DEVELOPMENT.

CERTIFICATE OF APPROVAL OF CITY COMMISSION:

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, PINELLAS COUNTY, FLORIDA, THIS _____ DAY OF _____, 20____.

JULIE WARD BUJALSKI, MAYOR

THOMAS J. TRASK, CITY ATTORNEY

DENISE M. KIRKPATRICK, CITY CLERK

CERTIFICATE OF APPROVAL OF CITY MANAGER:

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR THE CITY OF DUNEDIN, PINELLAS COUNTY, FLORIDA, THIS _____ DAY OF _____, 20____, PROVIDED THAT THE PLAT IS FILED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF PINELLAS COUNTY, FLORIDA, WITHIN ONE MONTH FROM THE DATE OF THIS APPROVAL.

DOUGLAS P. HUTCHENS, INTERIM CITY MANAGER

COUNTY CLERK APPROVAL:
STATE OF FLORIDA
COUNTY OF PINELLAS

I, KEN BURKE, CLERK OF THE CIRCUIT COURT OF PINELLAS COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH ALL REQUIREMENTS OF THE STATUTES OF THE STATE OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK _____, PAGE(S) _____, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THIS _____ DAY OF _____, 2017, AT _____.

KEN BURKE, CLERK
PINELLAS COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

NAME OF DEPUTY CLERK

CERTIFICATE OF CONFORMITY:
REVIEWED FOR CONFORMITY TO CHAPTER 177, PART I, FLORIDA STATUTES BY A PROFESSIONAL SURVEYOR AND MAPPER UNDER CONTRACT TO THE CITY OF DUNEDIN.

_____, DATE: _____
_____, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NUMBER _____
GEORGE F. YOUNG, INC.
L.S. 021
259 OR. HILL KING JR. STREET NORTH
ST. PETERSBURG, FL 33701
(727) 822-4917

SURVEYOR'S CERTIFICATE:

I CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION THAT THIS PLAT AND THE SURVEY DATA HEREOF COMPLY WITH ALL THE REQUIREMENTS OF CHAPTER 177 F.S. THAT THIS PLAT MEETS ALL MATERIAL AND COMPOSITION REQUIREMENTS BY 177.001 F.S.; THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED AND THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT PERMANENT REFERENCE MONUMENTS (P.R.M.) HAVE BEEN SET BEFORE THE RECORDING OF THIS PLAT AND THAT LOT CORNERS WILL BE SET AS REQUIRED BY LAW, NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND EMBOSSED SEAL OF A FLORIDA REGISTERED PROFESSIONAL SURVEYOR AND MAPPER.

PAUL E. HAGLER, FPSM
FLORIDA REGISTERED PROFESSIONAL SURVEYOR AND MAPPER # 2793
1280 HEATHER RIDGE BOULEVARD, DUNEDIN, FLORIDA 34628
TELEPHONE: (727) 738-9028

RESOLUTION 17-26

A RESOLUTION OF THE CITY OF DUNEDIN, FLORIDA, ACCEPTING PUBLIC EASEMENTS AND OTHER DEDICATIONS IN THE PLAT OF THE VILLAS BY THE TRAIL SUBDIVISION; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the plat of the Villas By The Trail Subdivision was heretofore approved by the City Commission of the City of Dunedin, Florida, and shall be recorded in the Public Records of Pinellas County, Florida; and

WHEREAS, by said plat the easement dedications shown thereon were revised to distinguish those dedicated to the public and those reserved for common use by the property owners; now, therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. That the City does hereby accept the dedication of all easements and other dedications reflected on the plat.

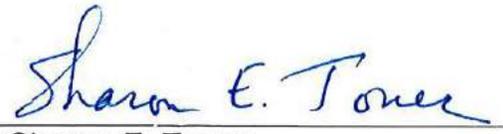
Section 2. That this Resolution shall become effective immediately upon final passage, adoption and upon review and approval of the City Manager for consistency between the dedications and notations on the plat.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 25th day of July, 2017.



Julie Ward Bujalski
Mayor

ATTEST:



Sharon E. Toner
Acting City Clerk

PLAT REVIEW COMPLETION CERTIFICATE

SUBDIVISION NAME: VILLAS BY THE TRAIL SUBDIVISION

LOCATION: 510 FRANCES ST, DUNEDIN, FL 34698

The above-referenced plat has been reviewed by staff and found to be in compliance with applicable City ordinances and State statutes. A formal resolution of acceptance of the plat will be presented for the City Commission's approval pursuant to Section 104-60.6.10 of the City of Dunedin Land Development Code.

Staff Approvals:



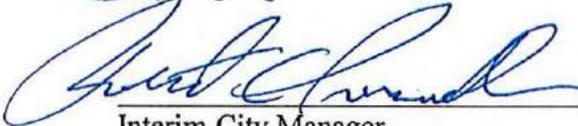
Director of Planning & Development

7/14/2017
Date



Director of Public Works & Utilities/
City Engineer

7/17/17
Date



Interim City Manager

7/14/17
Date

AERIAL OF SITE - VILLAS BY THE TRAIL SUBDIVISION



VILLAS BY THE TRAIL

BEING A REPLAT OF LOT 2, OF BRISKIN SUBDIVISION, AS RECORDED IN PLAT BOOK 22, PAGE 104, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA
 LYING IN THE SE 1/4 OF SECTION 27, TOWNSHIP 28 SOUTH, RANGE 15 EAST
 CITY OF DUNEDIN, PINELLAS COUNTY, FLORIDA

DESCRIPTION:

LOT 2, BRISKIN SUBDIVISION, AS RECORDED IN PLAT BOOK 22, PAGE 104, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

DEDICATION:

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE OWNER OF THE ABOVE DESCRIBED PROPERTY AND THAT BESIDES ITS INTERESTS THERE ARE NO OTHER OUTSTANDING INTERESTS IN SAID PROPERTY, WHICH PROPERTY IS HEREBY PLATTED AS "VILLAS BY THE TRAIL".

OWNER: ECO DESIGN & CONSTRUCTION CONSULTANTS, INC.

BY: _____
 DONALD WILLIAM GARTH
 AS: PRESIDENT
 ECO DESIGN & CONSTRUCTION CONSULTANTS, INC.

WITNESS: _____
 PRINTED NAME OF WITNESS: _____
 WITNESS: _____
 PRINTED NAME OF WITNESS: _____

ACKNOWLEDGEMENT:

STATE OF FLORIDA
 COUNTY OF PINELLAS
 THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ A.D. 2017, BY DONALD WILLIAM GARTH, PRESIDENT OF ECO DESIGN & CONSTRUCTION CONSULTANTS, INC., A FLORIDA CORPORATION, ON BEHALF OF THE CORPORATION. HE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION AND WHO DID TAKE AN OATH.

NOTARY SIGNATURE: _____ PRINTED NAME: _____ NOTARY STAMP OR SEAL
 COMMISSION NUMBER: _____ COMMISSION EXPIRES: _____

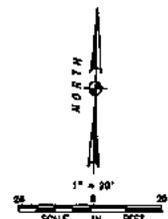
CERTIFICATE OF CONFORMITY:

REVIEWED FOR CONFORMITY TO CHAPTER 127, PART 1, FLORIDA STATUTES BY A PROFESSIONAL SURVEYOR AND MAPPER UNDER CONTRACT TO THE CITY OF DUNEDIN.

DATE: _____
 CATHERINE A. BUSCO, PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NUMBER 6207
 GEORGE F. YOUNG, INC.
 L.B. 021
 250 DR. MARTIN LUTHER KING JR. STREET NORTH
 ST. PETERSBURG, FL 33701
 (727) 222-4377

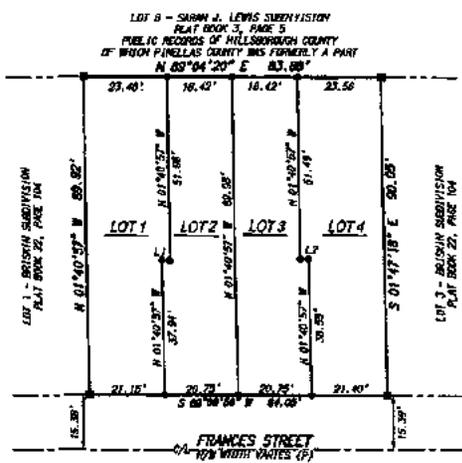
GENERAL SURVEY NOTES:

1. ■ DENOTES PERMANENT REFERENCE MONUMENT (PRM) "IRON LBS#483" SET (4"x4").
2. + DENOTES LOT CORNER MONUMENT: 5/8" IRON ROD/DAIP LBS#183 SET.
3. BEARINGS BASED ON THE NORTH BOUNDARY OF LOT 2, BEING N 89°04'20" E (P).
4. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
5. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES. PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY.
 IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SAFETY COMMISSION.
6. REFERENCE HERETO TO SARAH J. LEWIS SUBDIVISION IS IN CONNECTION WITH ADJOINING DEED DESCRIPTIONS. THE LANDS PLATTED IN PLAT BOOK 3, PAGE 9, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA WHICH PINELLAS COUNTY WAS FORMERLY A PART IS IDENTIFIED AS "LOT OF SUBDIVISIONS OF THE SE 1/4 OF THE SE 1/4 OF SEC. 27, T. 28 S., R. 15 E.", WHICH IS THE SAME LANDS DESCRIBED AS SARAH J. LEWIS SUBDIVISION AS IT PERTAINS TO LANDS IDENTIFIED ON THIS PLAT.



LEGEND:
 C/L CENTER LINE PER PLAT BOOK 22, PAGE 104
 R/L RIGHT-OF-WAY

| LINE TABLE | |
|------------------------|------------------------|
| L1 N 89°19'03" E 2.33' | L2 N 89°19'03" E 2.33' |



CERTIFICATE OF APPROVAL BY CITY COMMISSION:

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, PINELLAS COUNTY, FLORIDA, THIS _____ DAY OF _____, 20____.
 BY: JULIE WIND BAZULSKI, MAYOR
 BY: THOMAS J. TRASK, CITY ATTORNEY
 BY: DENISE H. KIRKPATRICK, CITY CLERK

CERTIFICATE OF APPROVAL BY CITY MANAGER:

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED BY THE CITY OF DUNEDIN, PINELLAS COUNTY, FLORIDA, THIS _____ DAY OF _____, 20____, PROVIDED THAT THE PLAT IS FILED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF PINELLAS COUNTY, FLORIDA, WITHIN ONE MONTH FROM THE DATE OF THIS APPROVAL.
 BY: DOUGLAS P. HITCHENS, INTERIM CITY MANAGER

CERTIFICATE OF APPROVAL OF COUNTY CLERK:

STATE OF FLORIDA
 COUNTY OF PINELLAS
 I, KEVIN BURKE, CLERK OF THE CIRCUIT COURT OF PINELLAS COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE STATUTES OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK _____ PAGE(S) _____ OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA THIS _____ DAY OF _____, A.D., 20____.
 KEVIN BURKE, CLERK
 PINELLAS COUNTY, FLORIDA
 BY: _____ DEPUTY CLERK

SURVEYOR'S CERTIFICATE:

I CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THIS PLAT AND THE SURVEY DATA HEREON COMPLY WITH ALL THE REQUIREMENTS OF CHAPTER 127 F.S.; THAT THIS PLAT MEETS ALL MATERIAL IN COMPOSITION REQUIRED BY F.S. 127.021; THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED AND THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; AND THAT PERMANENT REFERENCE MONUMENTS (PRM'S) AND LOT CORNERS WERE SET ON 01/11/2017.

JOHN R. BEACH & ASSOCIATES, INC.
 FLORIDA REGISTERED PROFESSIONAL SURVEYOR AND MAPPER NO. 2584
 DATE: _____

RESOLUTION 17-27

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, ESTABLISHING THE WORDING OF THE SUBSTANCE OF A CHARTER AMENDMENT AND BALLOT TITLE FOR AN AMENDMENT TO SECTION 3.05 OF THE CITY CHARTER OF THE CITY OF DUNEDIN TO APPEAR AS A REFERENDUM ISSUE ON THE BALLOT FOR THE CHARTER REVISION REFERENDUM TO BE HELD ON NOVEMBER 7, 2017; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.

WHEREAS, the City Commission of the City of Dunedin, pursuant to the provisions of Ordinance 17-23, has adopted an amendment to the City Charter of the City of Dunedin to be proposed to the electors of the City of Dunedin at a charter revision referendum to be held on November 7, 2017; and

WHEREAS, the provisions of Section 101.161 F.S. require that the wording of the substance of the amendments and the ballot titles to appear on a ballot shall be embodied in an enabling resolution and it is the purpose of this Resolution to meet the requirements of that said statutory requirement; now, therefore

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. That the ballot title and substance of the amendment amending the Charter of the City of Dunedin as adopted by Ordinance 17-23 of the City Commission of the City of Dunedin to appear on the ballot at the charter revision referendum to be conducted within the City on November 7, 2017 shall be as follows:

**No. 1
Charter Amendment**

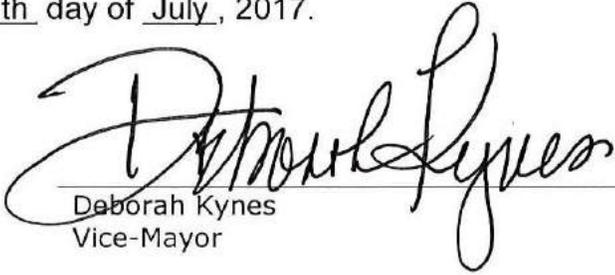
Amends Charter to change date when Vice-Mayor is selected by City Commission.

Shall Section 3.05 of the City Charter be amended to change the date when the Vice-Mayor is selected by the City Commission from the first meeting after the election to the first regular meeting in December?

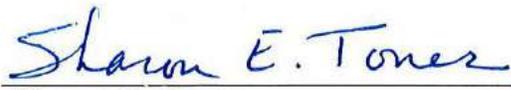
- YES
- NO

Section 2. That this Resolution shall become effective upon its passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 27th day of July, 2017.


Deborah Kynes
Vice-Mayor

ATTEST:


Sharon E. Toner
Acting City Clerk

RESOLUTION 17-28

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, ESTABLISHING THE WORDING OF THE SUBSTANCE OF A CHARTER AMENDMENT AND BALLOT TITLE FOR AN AMENDMENT TO SECTION 3.06(d) OF THE CITY CHARTER OF THE CITY OF DUNEDIN TO APPEAR AS A REFERENDUM ISSUE ON THE BALLOT FOR THE CHARTER REVISION REFERENDUM TO BE HELD ON NOVEMBER 7, 2017; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.

WHEREAS, the City Commission of the City of Dunedin, pursuant to the provisions of Ordinance 17-24, has adopted an amendment to the City Charter of the City of Dunedin to be proposed to the electors of the City of Dunedin at a charter revision referendum to be held on November 7, 2017; and

WHEREAS, the provisions of Section 101.161 F.S. require that the wording of the substance of the amendments and the ballot titles to appear on a ballot shall be embodied in an enabling resolution and it is the purpose of this Resolution to meet the requirements of that said statutory requirement; now, therefore

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. That the ballot title and substance of the amendment amending the Charter of the City of Dunedin as adopted by Ordinance 17-24 of the City Commission of the City of Dunedin to appear on the ballot at the charter revision referendum to be conducted within the City on November 7, 2017 shall be as follows:

**No. 2
Charter Amendment**

Amends Charter to change timeframe when special election is held after vacancy on City Commission.

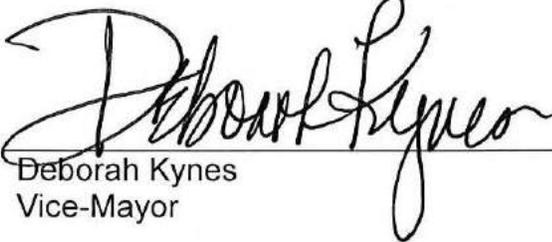
Shall Section 3.06(d) of the City Charter be amended to change the requirement of a special election being held within one hundred eighty (180) days, instead of ninety (90) days if a vacancy on the City Commission occurs?

YES

NO

Section 2. That this Resolution shall become effective upon its passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 27th day of July, 2017.


Deborah Kynes
Vice-Mayor

ATTEST:


Sharon E. Toner
Acting City Clerk

9

RESOLUTION 17-29

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, ESTABLISHING THE WORDING OF THE SUBSTANCE OF A CHARTER AMENDMENT AND BALLOT TITLE FOR AN AMENDMENT TO SECTION 3.08(a) OF THE CITY CHARTER OF THE CITY OF DUNEDIN TO APPEAR AS A REFERENDUM ISSUE ON THE BALLOT FOR THE CHARTER REVISION REFERENDUM TO BE HELD ON NOVEMBER 7, 2017; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.

WHEREAS, the City Commission of the City of Dunedin, pursuant to the provisions of Ordinance 17-25, has adopted an amendment to the City Charter of the City of Dunedin to be proposed to the electors of the City of Dunedin at a charter revision referendum to be held on November 7, 2017; and

WHEREAS, the provisions of Section 101.161 F.S. require that the wording of the substance of the amendments and the ballot titles to appear on a ballot shall be embodied in an enabling resolution and it is the purpose of this Resolution to meet the requirements of that said statutory requirement; now, therefore

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. That the ballot title and substance of the amendment amending the Charter of the City of Dunedin as adopted by Ordinance 17-25 of the City Commission of the City of Dunedin to appear on the ballot at the charter revision referendum to be conducted within the City on November 7, 2017 shall be as follows:

**No. 3
Charter Amendment**

Amends Charter to require forty eight (48) hours' notice for Special Commission meetings.

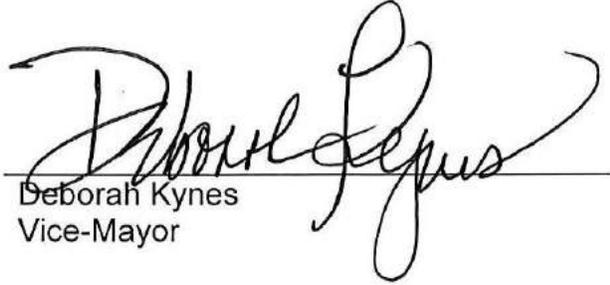
Shall Section 3.08(a) of the City Charter be amended to require, whenever practicable, that no less than forty-eight (48) hours' notice be given for Special Commission meetings instead of twelve (12) hours?

YES

NO

Section 2. That this Resolution shall become effective upon its passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 27th day of July, 2017.


Deborah Kynes
Vice-Mayor

ATTEST:


Sharon E. Toner
Acting City Clerk

5

RESOLUTION 17-30

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, ESTABLISHING THE WORDING OF THE SUBSTANCE OF A CHARTER AMENDMENT AND BALLOT TITLE FOR AN AMENDMENT TO SECTION 5.01 OF THE CITY CHARTER OF THE CITY OF DUNEDIN TO APPEAR AS A REFERENDUM ISSUE ON THE BALLOT FOR THE CHARTER REVISION REFERENDUM TO BE HELD ON NOVEMBER 7, 2017; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.

WHEREAS, the City Commission of the City of Dunedin, pursuant to the provisions of Ordinance 17-26, has adopted an amendment to the City Charter of the City of Dunedin to be proposed to the electors of the City of Dunedin at a charter revision referendum to be held on November 7, 2017; and

WHEREAS, the provisions of Section 101.161 F.S. require that the wording of the substance of the amendments and the ballot titles to appear on a ballot shall be embodied in an enabling resolution and it is the purpose of this Resolution to meet the requirements of that said statutory requirement; now, therefore

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. That the ballot title and substance of the amendment amending the Charter of the City of Dunedin as adopted by Ordinance 17-26 of the City Commission of the City of Dunedin to appear on the ballot at the charter revision referendum to be conducted within the City on November 7, 2017 shall be as follows:

**No. 4
Charter Amendment**

Amends title of Section 5.01 of the Charter.

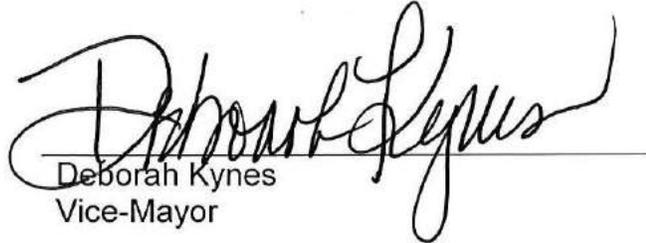
Shall the title of Section 5.01 of the City Charter be amended from the title of Elections to the title of Electors?

YES

NO

Section 2. That this Resolution shall become effective upon its passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 27th day of July, 2017.


Deborah Kynes
Vice-Mayor

ATTEST:


Sharon E. Toner
Acting City Clerk

RESOLUTION 17-31

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, ESTABLISHING THE WORDING OF THE SUBSTANCE OF A CHARTER AMENDMENT AND BALLOT TITLE FOR AN AMENDMENT TO SECTION 6.04 OF THE CITY CHARTER OF THE CITY OF DUNEDIN TO APPEAR AS A REFERENDUM ISSUE ON THE BALLOT FOR THE CHARTER REVISION REFERENDUM TO BE HELD ON NOVEMBER 7, 2017; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.

WHEREAS, the City Commission of the City of Dunedin, pursuant to the provisions of Ordinance 17-27, has adopted an amendment to the City Charter of the City of Dunedin to be proposed to the electors of the City of Dunedin at a charter revision referendum to be held on November 7, 2017; and

WHEREAS, the provisions of Section 101.161 F.S. require that the wording of the substance of the amendments and the ballot titles to appear on a ballot shall be embodied in an enabling resolution and it is the purpose of this Resolution to meet the requirements of that said statutory requirement; now, therefore

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. That the ballot title and substance of the amendment amending the Charter of the City of Dunedin as adopted by Ordinance 17-27 of the City Commission of the City of Dunedin to appear on the ballot at the charter revision referendum to be conducted within the City on November 7, 2017 shall be as follows:

**No. 5
Charter Amendment**

Amends Charter to require the City Commission to establish a code of ethics.

Shall Section 6.04 of the City Charter be amended to make it mandatory that the City Commission establish a code of ethics for elected officials and employees of the City?

YES

NO

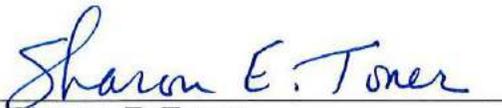
Section 2. That this Resolution shall become effective upon its passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 27th day of July, 2017.



Deborah Kynes
Vice-Mayor

ATTEST:



Sharon E. Toner
Sharon E. Toner
Acting City Clerk

RESOLUTION 17-32

A RESOLUTION OF THE CITY OF DUNEDIN, FLORIDA, PROVIDING FOR A PROPOSED MILLAGE RATE FOR AD VALOREM TAX REVENUE FOR FISCAL YEAR 2018 AT A RATE OF 4.1345 MILLS OR \$4.13 PER \$1,000.00 OF ASSESSED PROPERTY VALUE; PROVIDING FOR A SECOND AND FINAL PUBLIC HEARING DATE; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the City Commission established a maximum millage rate of 4.1345 mills or a millage rate of \$4.13 per \$1,000.00 of assessed property value for ad valorem tax revenue for the coming fiscal year on July 27, 2017; and

WHEREAS, Florida Statutes require each taxing authority to hold a public hearing on the proposed millage rate; and

WHEREAS, the City Commission has set the second and final Public Hearing date for the Fiscal Year 2018 Final Millage Rate and Final Operating and Capital Budget to be held in City Hall, City Commission Chambers on Thursday, October 5, 2017 at 6:00 p.m.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF DUNEDIN, FLORIDA:

SECTION 1. The proposed millage rate for ad valorem taxes for the City of Dunedin, Florida for Fiscal Year 2018 is hereby set at 4.1345 mills.

SECTION 2. The proposed millage rate of 4.1345 mills is 7.30% more than the FY 2017 "rolled back rate" of 3.8532 mills.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY
OF DUNEDIN, FLORIDA, THIS 21st day of September, 2017.


Julie Ward Bujalski
Mayor

ATTEST:


Denise M. Kirkpatrick
City Clerk

RESOLUTION 17-33

A RESOLUTION OF THE CITY OF DUNEDIN, FLORIDA, ADOPTING THE TENTATIVE OPERATING AND CAPITAL BUDGET FOR THE CITY OF DUNEDIN, FLORIDA FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018; PROVIDING FOR A SECOND AND FINAL PUBLIC HEARING DATE; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the City Commission has examined and carefully considered the FY 2018 Proposed Operating and Capital Budget; and

WHEREAS, the citizen advisory Board of Finance's Budget Review Subcommittee has completed an analysis of the proposed budget and has presented their comments to the City Commission; and

WHEREAS, the City Commission has directed staff to adjust revenues and expenses within the Proposed Budget resulting in the FY 2018 Tentative Operating and Capital Budget; and

WHEREAS, in compliance with Florida State "Truth-in-Millage" (TRIM) requirements, the City Commission will hold a second and final public hearing to receive citizen comments on the FY 2018 Final Operating and Capital Budget on Thursday, October 5, 2017 at 6:00 p.m.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF DUNEDIN, FLORIDA:

Section 1. A FY 2018 Tentative Operating and Capital Budget totaling \$166,219,700 in the various Funds of the City is hereby adopted and approved as detailed in Exhibit A. The respective revenues are to be appropriated by fund from taxes or other revenues as needed and expenses are to be appropriated and by fund and by function for the Fiscal Year commencing October 1, 2017 and ending September 30, 2018.

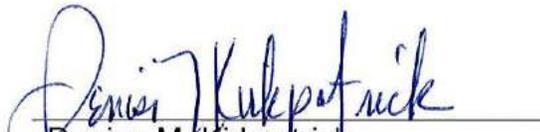
Section 2. This Resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 21st day of September, 2017.



Julie Ward Bujalski
Mayor

ATTEST:



Denise M. Kirkpatrick
City Clerk

RESOLUTION 17-34

A RESOLUTION OF THE CITY OF DUNEDIN, FLORIDA, PROVIDING FOR A FINAL MILLAGE RATE FOR AD VALOREM TAX REVENUE FOR FISCAL YEAR 2018 AT A RATE OF 4.1345 MILLS OR \$4.13 PER \$1,000.00 OF ASSESSED PROPERTY VALUE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission established a maximum millage rate of 4.1345 mills or a millage rate of \$4.13 per \$1,000.00 of assessed property value for ad valorem tax revenue for the coming fiscal year on July 27, 2017; and

WHEREAS, the City of Dunedin held a public hearing and adopted a proposed millage rate of 4.1345 mills for Fiscal Year 2018 on September 21, 2017; and

WHEREAS, Florida Statutes require each taxing authority to hold a public hearing on the final millage rate; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF DUNEDIN, FLORIDA:

SECTION 1. The final millage rate for ad valorem taxes for the City of Dunedin, Florida for Fiscal Year 2018 is hereby set at 4.1345 mills.

SECTION 2. The final millage rate of 4.1345 mills is 7.30% more than the FY 2017 "rolled back rate" of 3.8532 mills.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY
OF DUNEDIN, FLORIDA, THIS 5th day of October, 2017.



Julie Ward Bujalski
Mayor

ATTEST:



Denise M. Kirkpatrick
City Clerk

RESOLUTION 17-35

**A RESOLUTION OF THE CITY OF DUNEDIN, FLORIDA,
ADOPTING THE PAY PLAN AND FINAL BUDGET FOR THE CITY
OF DUNEDIN, FLORIDA FOR THE FISCAL YEAR COMMENCING
OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018;
PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS, the City Commission has examined and carefully considered
the FY 2018 Proposed Budget; and**

**WHEREAS, the citizen advisory Board of Finance's Budget Review
Subcommittee has completed an analysis of the proposed budget and has
presented their comments to the City Commission; and**

**WHEREAS, the City Commission has directed staff to adjust revenues and
expenses within the Proposed Budget resulting in the FY 2018 Tentative Operating
and Capital Budget; and**

**WHEREAS, in compliance with Florida State "Truth-in-Millage" (TRIM)
requirements, the City Commission held a first public hearing and adopted a
Tentative FY 2018 Operating and Capital Budget on Thursday, September 21;**

**WHEREAS, Florida Statutes require each taxing authority to hold a public
hearing on the final budget;**

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
COMMISSIONERS OF THE CITY OF DUNEDIN, FLORIDA:**

Section 1. A FY 2018 Pay Plan and Final Budget totaling \$166,219,700 in the various Funds of the City is hereby adopted and approved as detailed in Exhibit A. The respective revenues are to be appropriated by fund from taxes or other revenues as needed and expenses are to be appropriated and by fund and by function for the Fiscal Year commencing October 1, 2017 and ending September 30, 2018.

Section 2. This Resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 5th day of October, 2017.



Julie Ward Bujalski
Mayor

ATTEST:



Denise M. Kirkpatrick
City Clerk

RESOLUTION 17-35: EXHIBIT A

**BUDGET SUMMARY
CITY OF DUNEDIN, FLORIDA - FY 2018**

THE PROPOSED OPERATING AND CAPITAL BUDGET EXPENDITURES OF THE CITY OF DUNEDIN, FL FOR FY 2018
ARE 107% HIGHER THAN LAST YEAR'S TOTAL OPERATING AND CAPITAL EXPENDITURES.

| Millage Rate 4.1345 | General Fund FY 2018 | Special Revenue Funds FY 2018 | Enterprise Funds FY 2018 | Net Total (w/o Internal service funds) FY 2018 | Internal Service Funds FY 2018 | TOTAL BUDGET FY 2018 |
|---|----------------------------|-------------------------------------|--------------------------------|--|--------------------------------------|----------------------------|
| Beginning Reserves* 10/1/2017 <i>(includes restricted and assigned)</i> | \$ 5,213,089 | \$ 8,120,232 | \$ 52,410,886 | \$ 65,744,207 | \$ 13,657,746 | \$ 79,401,953 |
| ESTIMATED REVENUES: | | | | | | |
| Ad Valorem Taxes | \$ 9,064,400 | \$ 799,600 | \$ - | \$ 9,864,000 | \$ - | \$ 9,864,000 |
| Local Govt. 1/2 Cent Sales Tax | \$ 2,371,100 | \$ - | \$ - | \$ 2,371,100 | \$ - | \$ 2,371,100 |
| Franchise Taxes | \$ 2,369,800 | \$ - | \$ - | \$ 2,369,800 | \$ - | \$ 2,369,800 |
| Utility Service Taxes | \$ 3,000,100 | \$ - | \$ - | \$ 3,000,100 | \$ - | \$ 3,000,100 |
| Other Taxes | \$ 1,224,000 | \$ 4,291,600 | \$ - | \$ 5,515,600 | \$ - | \$ 5,515,600 |
| Licenses and Permits | \$ 69,800 | \$ 1,667,300 | \$ 1,315,600 | \$ 3,052,700 | \$ - | \$ 3,052,700 |
| Intergovernmental Revenue | \$ 1,967,600 | \$ 500,000 | \$ 1,092,900 | \$ 3,560,500 | \$ - | \$ 3,560,500 |
| Charges for Services | \$ 6,160,100 | \$ 340,000 | \$ 26,518,100 | \$ 33,018,200 | \$ 11,490,300 | \$ 44,508,500 |
| Fines & Forfeitures | \$ 495,400 | \$ - | \$ 223,000 | \$ 718,400 | \$ - | \$ 718,400 |
| Miscellaneous Revenues | \$ 563,500 | \$ 84,400 | \$ 720,500 | \$ 1,368,400 | \$ 125,100 | \$ 1,493,500 |
| Transfers In | \$ 28,400 | \$ 6,244,200 | \$ 49,000 | \$ 6,321,600 | \$ 131,700 | \$ 6,453,300 |
| Debt Proceeds/Other Non-Operating | \$ - | \$ 76,843,800 | \$ - | \$ 76,843,800 | \$ - | \$ 76,843,800 |
| TOTAL REVENUES AND OTHER FINANCING SOURCES | \$ 27,314,200 | \$ 90,770,900 | \$ 29,919,100 | \$ 148,004,200 | \$ 11,747,100 | \$ 159,751,300 |
| TOTAL ESTIMATED REVENUES AND BEGINNING RESERVES | \$ 32,527,289 | \$ 98,891,132 | \$ 82,329,986 | \$ 213,748,407 | \$ 25,404,846 | \$ 239,153,253 |
| EXPENDITURES/EXPENSES: | | | | | | |
| General Government | \$ 3,887,100 | \$ - | \$ - | \$ 3,887,100 | \$ 11,703,200 | \$ 15,590,300 |
| Public Safety | \$ 11,385,400 | \$ 16,000 | \$ - | \$ 11,401,400 | \$ - | \$ 11,401,400 |
| Culture and Recreation | \$ 9,790,800 | \$ 81,972,600 | \$ 426,800 | \$ 92,190,200 | \$ - | \$ 92,190,200 |
| Planning & Econ. Development | \$ 1,250,000 | \$ 1,516,500 | \$ 2,524,900 | \$ 5,291,400 | \$ - | \$ 5,291,400 |
| Streets | \$ 1,649,600 | \$ 1,277,300 | \$ - | \$ 2,926,900 | \$ - | \$ 2,926,900 |
| Solid Waste, Water/WW, Stormwater | \$ - | \$ - | \$ 28,173,600 | \$ 28,173,600 | \$ - | \$ 28,173,600 |
| Debt Service | \$ - | \$ 2,808,100 | \$ 1,376,300 | \$ 4,184,400 | \$ 8,200 | \$ 4,192,600 |
| NET EXPENDITURES/EXPENSES | \$ 27,962,900 | \$ 87,590,500 | \$ 32,501,600 | \$ 148,059,000 | \$ 11,711,400 | \$ 159,766,400 |
| Transfers Out | \$ 100,000 | \$ 6,221,600 | \$ 131,700 | \$ 6,453,300 | \$ - | \$ 6,453,300 |
| TOTAL GROSS EXPENDITURES/EXPENSES | \$ 28,062,900 | \$ 93,812,100 | \$ 32,633,300 | \$ 154,508,300 | \$ 11,711,400 | \$ 166,219,700 |
| Ending Reserves* 9/30/18 <i>(includes restricted and assigned)</i> | \$ 4,464,389 | \$ 5,079,032 | \$ 49,696,686 | \$ 59,240,107 | \$ 13,693,446 | \$ 72,933,553 |
| TOTAL APPROPRIATED EXPENDITURES AND ENDING RESERVES | \$ 32,527,289 | \$ 98,891,132 | \$ 82,329,986 | \$ 213,748,407 | \$ 25,404,846 | \$ 239,153,253 |

RESOLUTION 17-36

A RESOLUTION OF THE CITY OF DUNEDIN, FL, AMENDING THE OPERATING AND CAPITAL BUDGETS FOR THE CITY OF DUNEDIN, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the City Commission has considered pertinent facts and data relative to municipal finance status and needs; and

WHEREAS, the City Commission desires to revise the FY 2017 Operating and Capital Budget; now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, DULY ASSEMBLED THAT:

Section 1. This Budget Amendment Resolution provides for budget transfers between funds and projects, and for various adjusting entries, as follows:

1. Appropriation of revenues and expenditures in the General Fund resulting in a decrease in fund balance of \$206,079.
2. Appropriation of revenues and expenditures in the Building Fund resulting in a decrease in fund balance of \$16,175.
3. Appropriation of expenditures in the Impact Fee Fund resulting in a decrease in fund balance of \$1,300.
4. Appropriation of expenditures in the Penny Fund resulting in a decrease in fund balance of \$224,952.
5. Appropriation of revenues and expenses in the IT Services Fund resulting in no net impact to fund balance.
6. Appropriation of expenses in the Water/Wastewater Fund resulting in a decrease in fund balance of \$980,596.
7. Appropriation of expenditures in the CRA Fund resulting in a decrease in fund balance of \$4,200.
8. Appropriation of expenses in the Solid Waste Fund resulting in an increase in fund balance of \$116,379.
9. Appropriation of revenues in the Fleet Fund resulting in an increase in fund balance of \$131,621.

Section 2. Necessary accounting entries to affect these changes are detailed in Exhibit A.

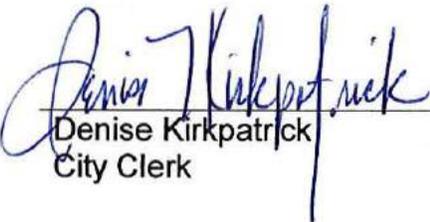
Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 19th day of September, 2017.



Julie Ward Bujalski
Mayor

ATTEST:



Denise Kirkpatrick
City Clerk

Exhibit A: Resolution 17-36 Item Descriptions

FY 2017 Fourth Quarter Budget Amendment

| Item | Fund | Description | Project | FY 2017 Budget | Proposed Change | FY 2017 Amended | Impact on Fund Balance |
|------|-------------|---|---------|----------------|-----------------|-----------------|------------------------|
| A | GENERAL | • INCREASE REPAIR & MAINTENANCE BUDGET FOR PARKS & RECREATION DEPT. TO FUND HVAC REPLACEMENT AT DUNEDIN GOLF CLUB CLUBHOUSE | | - | 47,000 | 47,000 | (47,000) |
| B | GENERAL | • INCREASE CAPITAL BUDGET IN PARKS & RECREATION FOR PROJECT 461704: PIER REFURBISHMENT | 461704 | 106,000 | 34,079 | 140,079 | (34,079) |
| C | GENERAL | • INCREASE OVERTIME IN FIRE OPERATIONS | | 112,000 | 125,000 | 237,000 | (125,000) |
| D | GENERAL | • INCREASE REVENUE FOR CODE ENFORCEMENT FINES | | 310,000 | 85,000 | 395,000 | 85,000 |
| | GENERAL | • INCREASE PROFESSIONAL SERVICES IN CITY ATTORNEY DEPT. | | 210,000 | 85,000 | 295,000 | (85,000) |
| E | GENERAL | • DECREASE CONTRACTUAL SERVICES IN PLANNING & DEVELOPMENT FOR PROJECT 171607: VIEWPOINT IMPLEMENTATION | 171607 | 80,311 | (80,311) | - | 80,311 |
| | GENERAL | • INCREASE TRANSFER-OUT TO BUILDING FUND | | - | 80,311 | 80,311 | (80,311) |
| | BUILDING | • INCREASE TRANSFER-IN FROM GENERAL FUND | | - | 80,311 | 80,311 | 80,311 |
| | BUILDING | • INCREASE REVENUE FROM PERMITS BASED ON PROJECTED ACTUALS | | 1,000,000 | 276,000 | 1,276,000 | 276,000 |
| | BUILDING | • INCREASE CAPITAL BUDGET IN PLANNING & DEVELOPMENT BUILDING DIVISION FOR PROJECT 151702: ERP REPLACEMENT | 151702 | - | 356,890 | 356,890 | (356,890) |
| F | IMPACT FEE | • INCREASE CAPITAL BUDGET IN PUBLIC WORKS STREETS PROGRAM PROJECT 631701: PEDESTRIAN SAFETY IMPROVEMENTS | 631701 | 100,000 | 1,300 | 101,300 | (1,300) |
| G | PENNY | • INCREASE INTEREST EXPENSE FOR DEBT PYMT ON FIRE STATION #61 | | 30,600 | 960 | 31,560 | (960) |
| | PENNY | • INCREASE INTEREST EXPENSE FOR DEBT PYMT ON COMMUNITY CTR | | 102,600 | 11,276 | 113,876 | (11,276) |
| H | PENNY | • DECREASE CAPITAL BUDGET IN PARKS & RECREATION FOR PROJECT 461702: FY17 OUTDOOR FITNESS EQUIPMT. | 461702 | 104,617 | (25,000) | 79,617 | 25,000 |
| | PENNY | • INCREASE CAPITAL BUDGET IN PARKS & RECREATION FOR PROJECT 461608: FY16 OUTDOOR FITNESS EQUIPMT. | 461608 | 79,617 | 25,335 | 104,952 | (25,335) |
| I | PENNY | • INCREASE TRANSFER-OUT TO IT SERVICES FUND | | 215,900 | 62,381 | 278,281 | (62,381) |
| | IT SERVICES | • INCREASE TRANSFER-IN FROM PENNY FUND | | 215,900 | 62,381 | 278,281 | 62,381 |
| | IT SERVICES | • INCREASE CAPITAL BUDGET IN IT SERVICES FOR FOR ESRI HARDWARE & SOFTWARE | | - | 62,381 | 62,381 | (62,381) |
| | BUILDING | • INCREASE CAPITAL BUDGET IN PLANNING & DEVELOPMENT'S BLDG DIVISION FOR FOR ESRI HARDWARE & SOFTWARE | | 8,200 | 15,596 | 23,796 | (15,596) |
| | WATER/WW | • INCREASE CAPITAL BUDGET IN PUBLIC WORKS ENGINEERING SECTION FOR FOR ESRI HARDWARE & SOFTWARE | | 563,320 | 15,596 | 578,916 | (15,596) |
| J | PENNY | • INCREASE TRANSFER-OUT TO IT SERVICES FUND | | 215,900 | 150,000 | 365,900 | (150,000) |
| | IT SERVICES | • INCREASE TRANSFER-IN FROM PENNY FUND | | 215,900 | 150,000 | 365,900 | 150,000 |
| | IT SERVICES | • INCREASE CAPITAL BUDGET IN IT SERVICES FOR PROJECT 151702: ERP REPLACEMENT | 151702 | 563,320 | 150,000 | 713,320 | (150,000) |
| K | CRA | • INCREASE REPAIR & MAINTENANCE BUDGET IN CRA FOR HIGHER THAN ANTICIPATED COSTS | | 14,000 | 4,200 | 18,200 | (4,200) |
| L | SOLID WASTE | • INCREASE TRANSFER-OUT TO FLEET FUND FOR REPAYMENT OF INTERFUND LOAN | | - | 131,621 | 131,621 | (131,621) |
| | FLEET | • INCREASE TRANSFER-IN FROM SOLID WASTE FUND FOR REPAYMENT OF INTERFUND LOAN | | - | 131,621 | 131,621 | 131,621 |
| M | WATER/WW | • INCREASE CAPITAL BUDGET IN PUBLIC WORKS WATER DIVISION FOR PROJECT 511704: WTP DESIGN-BUILD | 511704 | 4,031,781 | 965,000 | 4,996,781 | (965,000) |
| N | WATER/WW | • DECREASE CAPITAL BUDGET IN PUBLIC WORKS FOR PROJECT 521704: WWTP HEADWORKS GENERATOR | 521704 | 213,000 | (213,000) | - | 213,000 |
| | WATER/WW | • INCREASE CAPITAL BUDGET IN PUBLIC WORKS FOR PROJECT 521702: WWTP FEED SYSTEM CONVERSION | 521702 | 7,133,883 | 213,000 | 7,346,883 | (213,000) |
| | WATER/WW | • DECREASE CAPITAL BUDGET IN PUBLIC WORKS FOR PROJECT 521602: WWTP DENITE FILTER REHAB | 521602 | 7,133,383 | (275,000) | 6,858,383 | 275,000 |
| | WATER/WW | • INCREASE CAPITAL BUDGET IN PUBLIC WORKS FOR PROJECT 521709: WET WELL REHAB | 521709 | 7,071,883 | 275,000 | 7,346,883 | (275,000) |
| O | SOLID WASTE | • DECREASE SOLID WASTE CAPITAL VEHICLE BUDGET DUE TO REHAB OF TRUXX | | 1,090,116 | (248,000) | 842,116 | 248,000 |

Exhibit B: Impact of Resolution 17-36 on Fund Balance

| FY 2017 ESTIMATED ENDING AVAILABLE FUND BALANCE COMPARISON TO RESERVE POLICY | | | | | | | | |
|---|--|---|--|---|---|---|--------------------------------------|--|
| Fund | FY 2017 Beg. Available Fund Balance | Planned Incr/Decr to Avail. Fund Balance | Impact of YTD Budget Amendments | Impact of Proposed Budget Amendment Res. 17 36 | Est. Ending Available Fund Balance | Est. Ending Avail. FD as % of Operating Budget | FY 2017 Preserve Target Level | Dollar Over/Under Reserve Level |
| General Fund | 7,396,903 | (3,306,000) | (280,581) | (206,079) | 3,604,243 | 14% | 3,888,225 | (283,982) |
| Stadium Fund | 92,911 | 700 | (3,488) | - | 90,123 | 18% | 90,510 | (387) |
| Impact Fee Funds | 305,806 | 115,200 | (120,000) | (1,300) | 299,706 | N/A | N/A | N/A |
| Building Fund | - | 238,700 | - | (16,175) | 222,525 | 33% | 138,795 | 83,730 |
| County Gas Tax Fund | 969,740 | 14,200 | (681,555) | - | 302,385 | 172% | 26,445 | 275,940 |
| Penny Fund | 5,182,441 | 2,202,400 | (1,061,376) | (224,952) | 6,098,513 | N/A | N/A | N/A |
| CRA Fund | 197,717 | 117,700 | (62,847) | (4,200) | 248,370 | 73% | 50,775 | 197,595 |
| Solid Waste Fund* | 1,481,767 | (330,300) | (965,403) | 116,379 | 302,443 | 7% | 665,865 | (363,422) |
| Water/Sewer Fund* | 16,337,669 | (3,253,200) | (7,682,049) | (980,596) | 4,421,824 | 34% | 4,260,600 | 161,224 |
| Parking Fund | - | 916,800 | - | - | 916,800 | N/A | N/A | N/A |
| Marina Fund* | 843,029 | 124,900 | (247,600) | - | 720,329 | 209% | 86,025 | 634,304 |
| Stormwater Fund* | 6,543,221 | (379,100) | (4,284,879) | - | 1,879,242 | 103% | 1,193,850 | 685,392 |
| Fleet Fund* | 3,584,602 | (734,900) | (755,247) | 131,621 | 2,226,076 | N/A | N/A | N/A |
| Facilities Maintenance Fund* | 950,328 | (12,300) | (33,658) | - | 904,370 | N/A | N/A | N/A |
| Risk Safety Insurance Fund* | 3,614,952 | 180,700 | (289,950) | - | 3,505,702 | 209% | 3.5-4.5M | 5,702 |
| Health Benefits Insurance Fund* | 101,319 | 267,500 | 250,000 | - | 618,819 | 15% | 625,365 | (6,546) |
| IT Services Fund* | 264,863 | (277,800) | 67,482 | - | 54,545 | N/A | N/A | N/A |
| TOTAL | 47,867,268 | (4,114,800) | (16,151,151) | (1,185,302) | 26,416,015 | | | |

* For enterprise and internal service funds "available fund balance" is working capital (current assets - current liabilities)

RESOLUTION 17-37

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DUNEDIN RATIFYING THE EXECUTIVE ORDER OF THE CITY MANAGER OF THE CITY OF DUNEDIN, FLORIDA, DECLARING A STATE OF LOCAL EMERGENCY FOR DUNEDIN DUE TO HURRICANE IRMA AND ITS POTENTIAL THREAT OF HARM TO THE RESIDENTS AND PROPERTY OF THE CITY OF DUNEDIN; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Hurricane Irma poses a serious potential threat to the residents and property of Dunedin; and

WHEREAS, Hurricane Irma has the potential for causing extensive damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings and areas; and

WHEREAS, it is therefore necessary for the City of Dunedin to take protective measures to ensure the safety of its residents and property; and

WHEREAS, the Governor of the State of Florida has promulgated an Executive Order on September 4, 2017, wherein he found that a State of Emergency exists within the State of Florida; and

WHEREAS, the Board of Commissioners of Pinellas County has declared a State of Emergency effective 10:45am on Thursday, September 7, 2017, and has authorized County officials to order evacuations should they become necessary; and

WHEREAS, Chapter 252, Florida Statutes, provides authority for the City of Dunedin to declare a State of Emergency allowing the City to waive the procedures and formalities otherwise required of political subdivisions by law pertaining to:

1. Performance of public work and taking whatever action is necessary to ensure the health, safety and welfare of the community.
2. Entering into contracts;
3. Incurring obligations;
4. Employment of permanent and temporary workers;
5. Utilization of volunteer workers;
6. Rental of equipment;
7. Acquisition and distribution, with or without compensation of supplies, materials and facilities;
8. Appropriation and expenditures of public funds.

WHEREAS, the City Manager of the City of Dunedin issued Executive Order 17-01 on September 7, 2017, providing for Declaration of a State of Emergency within the City of Dunedin.

NOW, THEREFORE, be it resolved by the City Commission of the City of Dunedin, Florida, in session duly and regularly assembled:

Section 1. That Hurricane Irma poses a serious threat to the lives and property of residents of Dunedin, Florida.

Section 2. That a State of Local Emergency exists effective the 7th day of September 2017, and shall be effective until rescinded for all territory within the legal boundaries of the City of Dunedin, Florida.

Section 3. That the procedures and formalities required by law are hereby waived as provided in Chapter 252, Florida Statutes.

Section 4. That the City Manager of the City of Dunedin may promulgate such reasonable regulations as she deems necessary to protect life and property and preserve critical resources. The regulations may include, but shall not be limited to, the following:

1. Regulations prohibiting or restricting the movement of vehicles in order to facilitate the mass movement of persons from critical areas of the city.
2. Regulations prohibiting or restricting the movement of persons from areas deemed to be hazardous.
3. Recommend the evacuation of all or part of the population from any stricken or threatened area within the city if she deems this action necessary for the preservation of life or other disaster mitigation, response or recovery.
4. Prescribe routes, modes of transportation and destination in connection with evacuation.
5. Control ingress and egress to and from a disaster area, the movement of persons within the area and the occupancy of premises therein.
6. Order a general curfew applicable to such geographical areas of the city or to the city as a whole as the City Manager deems advisable, which curfew shall be applicable during such hours of the day or night as the city manager deems necessary in the interest of the public safety and welfare.
7. Order the closing of all retail liquor stores.
8. Order the closing of all beer taverns.
9. Order the closing of all private clubs or their portions wherein the consumption of intoxicating liquor or beer is permitted.

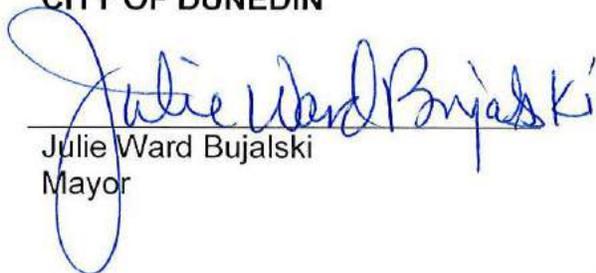
10. Order the discontinuance of the sale of beer.
11. Order the discontinuance of the selling, distributing or giving away of gasoline or other liquid, flammable or combustible products in any container other than a gasoline tank properly affixed to a motor vehicle.
12. Order the closing of gasoline stations or other establishments, the chief activity of which is the sale, distribution or dispensing of liquid, flammable or combustible products.
13. Order the discontinuance of selling, distributing, dispensing or giving away of any firearms or ammunition of any character whatsoever.
14. Order the closing of any or all establishments or their portions, the chief activity of which is the sale, distribution, dispensing or giving away of firearms or ammunition.
15. Issue such other orders as are imminently necessary for the protection of life and property.

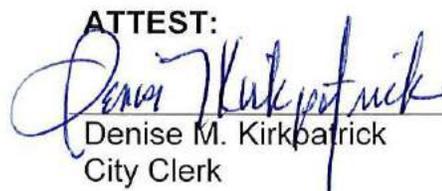
Section 5. That Executive Order 17-01 issued by the City Manager is hereby ratified.

Section 6. That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 7th day of September, 2017.

CITY OF DUNEDIN


Julie Ward Bujalski
Mayor

ATTEST:

Denise M. Kirkpatrick
City Clerk

APPROVED AS TO FORM:


Thomas J. Trask, Esquire
City Attorney

EXECUTIVE ORDER 17-01

AN EXECUTIVE ORDER OF THE CITY MANAGER OF THE CITY OF DUNEDIN, FLORIDA, DECLARING A STATE OF LOCAL EMERGENCY FOR DUNEDIN DUE TO HURRICANE IRMA AND ITS POTENTIAL THREAT OF HARM TO THE RESIDENTS AND PROPERTY OF THE CITY OF DUNEDIN.

WHEREAS, Hurricane Irma poses a serious potential threat to the residents and property of Dunedin; and

WHEREAS, Hurricane Irma has the potential for causing extensive damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings and areas; and

WHEREAS, it is therefore necessary for the City of Dunedin to take protective measures to ensure the safety of its residents and property; and

WHEREAS, the Governor of the State of Florida has promulgated an Executive Order on September 4, 2017, wherein he found that a State of Emergency exists within the State of Florida; and

WHEREAS, the Board of Commissioners of Pinellas County has declared a State of Emergency effective 10:45am on Thursday, September 7, 2017, and has authorized County officials to order evacuations should they become necessary; and

WHEREAS, Chapter 252, Florida Statutes, provides authority for the City of Dunedin to declare a State of Emergency allowing the City to waive the procedures and formalities otherwise required of political subdivisions by law pertaining to:

1. Performance of public work and taking whatever action is necessary to ensure the health, safety and welfare of the community.
2. Entering into contracts;
3. Incurring obligations;
4. Employment of permanent and temporary workers;
5. Utilization of volunteer workers;
6. Rental of equipment;
7. Acquisition and distribution, with or without compensation of supplies, materials and facilities;

8. Appropriation and expenditures of public funds.

NOW, THEREFORE, IT IS DECLARED by this Executive Order of the City Manager of the City of Dunedin this 7th day of September 2017, that:

Section 1. Hurricane Irma poses a serious threat to the lives and property of residents of Dunedin, Florida.

Section 2. A State of Local Emergency exists effective the 7th day of September 2017, and shall be effective until rescinded for all territory within the legal boundaries of the City of Dunedin, Florida.

Section 3. The procedures and formalities required by law are hereby waived as provided in Chapter 252, Florida Statutes.

Section 4. That as City Manager of the City of Dunedin I may promulgate such reasonable regulations as I deem necessary to protect life and property and preserve critical resources. The regulations may include, but shall not be limited to, the following:

1. Regulations prohibiting or restricting the movement of vehicles in order to facilitate the mass movement of persons from critical areas of the city.
2. Regulations prohibiting or restricting the movement of persons from areas deemed to be hazardous.
3. Recommend the evacuation of all or part of the population from any stricken or threatened area within the city if I deems this action necessary for the preservation of life or other disaster mitigation, response or recovery.
4. Prescribe routes, modes of transportation and destination in connection with evacuation.
5. Control ingress and egress to and from a disaster area, the movement of persons within the area and the occupancy of premises therein.
6. Order a general curfew applicable to such geographical areas of the city or to the city as a whole as I deem advisable, which curfew shall be applicable during such hours of the day or night as the I deem necessary in the interest of the public safety and welfare.
7. Order the closing of all retail liquor stores.
8. Order the closing of all beer taverns.

9. Order the closing of all private clubs or their portions wherein the consumption of intoxicating liquor or beer is permitted.
10. Order the discontinuance of the sale of beer.
11. Order the discontinuance of the selling, distributing or giving away of gasoline or other liquid, flammable or combustible products in any container other than a gasoline tank properly affixed to a motor vehicle.
12. Order the closing of gasoline stations or other establishments, the chief activity of which is the sale, distribution or dispensing of liquid, flammable or combustible products.
13. Order the discontinuance of selling, distributing, dispensing or giving away of any firearms or ammunition of any character whatsoever.
14. Order the closing of any or all establishments or their portions, the chief activity of which is the sale, distribution, dispensing or giving away of firearms or ammunition.
15. Issue such other orders as are imminently necessary for the protection of life and property.

Executed this 7th day of September, 2017.

CITY OF DUNEDIN


Jennifer K. Bramley
City Manager

ATTEST:


Denise Kirkpatrick
City Clerk

APPROVED AS TO FORM:


Thomas J. Trask, Esquire
City Attorney

RESOLUTION 17-38

A RESOLUTION OF THE CITY OF DUNEDIN, FLORIDA, OPPOSING LEGISLATIVE EFFORTS TO IMPEDE THE CONSTITUTIONAL RIGHT FLORIDA'S CITIZENS HAVE ENJOYED FOR NEARLY 50 YEARS TO GOVERN THEMSELVES UNDER MUNICIPAL HOME RULE POWERS; OPPOSING THE LEGISLATURE'S PERSISTENT INTRUSION INTO LOCAL FINANCES, WHICH ARE NECESSARY TO PROVIDE FINANCIAL STABILITY AND ESSENTIAL SERVICES UNIQUELY REQUIRED BY MUNICIPAL RESIDENTS AND LOCAL BUSINESSES; DIRECTING CITY ADMINISTRATION TO TRANSMIT A CERTIFIED COPY OF THIS RESOLUTION TO THE FLORIDA LEAGUE OF CITIES, THE PINELLAS COUNTY LEGISLATIVE DELEGATION AND ANY OTHER INTERESTED PARTIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the expressed will of the voters of Florida to have the right to govern themselves under municipal Home Rule powers; and

WHEREAS, Floridians have possessed this constitutional right of local self-government for nearly 50 years; and

WHEREAS, as the only form of voluntary government, Florida's municipalities are the embodiment of the Florida Constitution's right of local self-government; and

WHEREAS, municipal Home Rule powers include all governmental, corporate and proprietary powers necessary to conduct municipal government, perform municipal functions and render municipal services for the unique benefit of the people who live and work within a municipality; and

WHEREAS, Floridians exercise their Home Rule powers by voting to incorporate and be governed under a municipal form of government for a variety of reasons, including increased services, a unique business and residential environment, and greater voice in how their government is run; and

WHEREAS, municipal citizens further exercise their Home Rule powers by voting on a charter that specifies the desired form, functions and powers of their municipal government; and

WHEREAS, Floridians' constitutional right to govern themselves locally, under municipal Home Rule powers and pursuant to their adopted municipal charters, is being increasingly eroded and limited by actions of the Florida Legislature; and

WHEREAS, these actions of the Florida Legislature take power away from Florida citizens to ensure their chosen municipal government provides their desired level of services, offers their desired quality of life and otherwise meets their needs in a timely and effective manner; and

WHEREAS, municipalities are authorized by the Florida Constitution and by general law to levy ad valorem and other forms of local taxation, and are further authorized by general law and their Home Rule powers to impose special assessments and fees; and

WHEREAS, municipal residents and local businesses pay local taxes, assessments and fees for the specific purpose of obtaining and enhancing their desired level of municipal services and amenities; and

WHEREAS, intrusion from the Florida Legislature into municipal finances prohibits elected municipal leaders from meeting the expectations of their residents and local businesses that local revenues will be used as intended; and

WHEREAS, the Florida League of Cities has included the protection of local self-government under municipal Home Rule powers as one of its 2018 Legislative Priorities; now, therefore

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. The above "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are incorporated herein by this reference.

Section 2. The City of Dunedin Commission urges all members of the Florida Legislature to oppose legislation that limits Floridians' constitutional right to govern themselves under municipal Home Rule Powers.

Section 3. The City of Dunedin Commission urges all members of the Florida Legislature to oppose legislation that would interfere with or intrude into municipal finances.

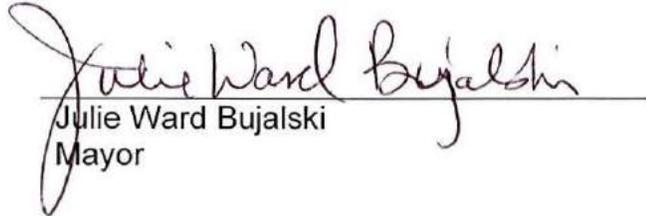
Section 4. The City of Dunedin Administration is directed to transmit a certified copy of this Resolution to the Florida League of Cities, the Pinellas County Legislative Delegation and any other interested parties.

Section 5. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 6. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 7. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 3rd day of October, 2017.


Julie Ward Bujalski
Mayor

ATTEST:


Denise M. Kirkpatrick
City Clerk

RESOLUTION 17-39

A RESOLUTION OF THE CITY OF DUNEDIN, FLORIDA, URGING ALL MEMBERS OF THE FLORIDA LEGISLATURE TO OPPOSE LEGISLATION THAT WOULD RESTRICT OR ELIMINATE COMMUNITY REDEVELOPMENT AGENCIES; DIRECTING CITY ADMINISTRATION TO TRANSMIT A CERTIFIED COPY OF THIS RESOLUTION TO THE FLORIDA LEAGUE OF CITIES, THE PINELLAS COUNTY LEGISLATIVE DELEGATION AND ANY OTHER INTERESTED PARTIES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Part III of Chapter 163, Florida Statutes, allows a county or municipality to create a Community Redevelopment Agency (CRA) to carry out redevelopment of slum or blighted areas when certain conditions exist; and

WHEREAS, examples of conditions that can support the creation of a CRA include the presence of substandard or inadequate structures, a shortage of affordable housing, or inadequate infrastructure and insufficient roadways; and

WHEREAS, CRAs are community redevelopment programs designed to eliminate slum or blight conditions and to enhance quality of life and business conditions for residents and business owners in a community redevelopment area; and

WHEREAS, CRAs have demonstrated that the use of Tax Increment Financing dramatically improved the economic and social outcomes within the targeted areas; and

WHEREAS, CRAs have proven historically to provide housing and make urban areas safer for residents, preserve and grow business, and provide improved, safe and clean places for all who live there; and

WHEREAS, CRAs have proven historically to provide distressed communities with a better business environment through improved infrastructure, preservation and growth of businesses and job opportunities; and

WHEREAS, these outcomes benefit both cities and the counties and, more importantly, their taxpayers; and

WHEREAS, there are 222 active CRAs in Florida, established to encourage new investment and job creation in urban areas that became blighted as a result of substantial growth moving away from the urban core; and

WHEREAS, municipal residents and local businesses pay local taxes and assessments in CRA areas for the specific purpose of obtaining and enhancing their desired level of municipal services and amenities; and

WHEREAS, CRAs are funded using local taxes and do not rely on state funds; and

WHEREAS, the Florida Legislature should be wary of attempts to restrict the use of Tax Increment Financing, particularly if the debate is over money and control and not about the merits of revitalizing blighted areas; and

WHEREAS, it is not in the state's best interest to restrict municipalities' ability to revitalize and redevelop areas that are struggling the most, particularly when the state-funded Enterprise Zones program is being sunset and there is an absence of alternative programs to effectively address slum and blighted areas in Florida.

WHEREAS, the Florida League of Cities has included the support of CRAs as one of its 2018 Legislative Priorities; now, therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. The above "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are incorporated herein by this reference.

Section 2. The City Commission of the City of Dunedin urges all members of the Florida Legislature to oppose legislation that limits Part III of Chapter 163, Florida Statutes, which allows a county or municipality to create a Community Redevelopment Agency to carry out redevelopment of slum or blighted areas.

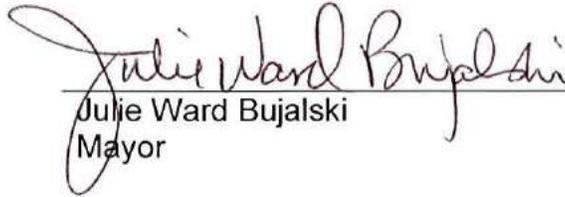
Section 3. The City of Dunedin Administration is directed to transmit a certified copy of this Resolution to the Florida League of Cities, the Pinellas County Legislative Delegation and any other interested parties.

Section 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 5. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 6. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY
OF DUNEDIN, FLORIDA, THIS 3rd day of October, 2017.



Julie Ward Bujalski
Mayor

ATTEST:



Denise M. Kirkpatrick
City Clerk

RESOLUTION 17-40

A RESOLUTION OF THE CITY OF DUNEDIN, FLORIDA, SUPPORTING LEGISLATION THAT PRESERVES LOCAL CONTROL OF TRANSPORTATION PLANNING, PROVIDES FOR A MORE EQUITABLE TRANSPORTATION FUNDING FORMULA BETWEEN MUNICIPALITIES AND COUNTIES, AND PROVIDES FOR ADDITIONAL DEDICATED REVENUE OPTIONS FOR MUNICIPAL TRANSPORTATION INFRASTRUCTURE AND TRANSIT PROJECTS; DIRECTING CITY ADMINISTRATION TO TRANSMIT A CERTIFIED COPY OF THIS RESOLUTION TO THE FLORIDA LEAGUE OF CITIES, THE PINELLAS COUNTY LEGISLATIVE DELEGATION AND ANY OTHER INTERESTED PARTIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, safe and efficient transportation is fundamental to the vitality, economy and public safety of the City of Dunedin as well as to the State of Florida; and

WHEREAS, the State of Florida has 112.8 million visitors each year and more than 1,000 new residents each day; and

WHEREAS, transportation congestion is a growing problem throughout the state and in the City of Dunedin; and

WHEREAS, the state's growing population and influx of visitors causes additional wear and tear on existing transportation infrastructure, which contributes to a growing, recurring need for regular repair and replacement; and

WHEREAS, transportation infrastructure is underfunded, which has adversely impacted the ability of the City of Dunedin to facilitate economic growth, meet businesses' distribution needs, encourage downtown revitalization, and accommodate future growth in population and visitors; and

WHEREAS, gas tax revenues at both the state and federal levels have not kept up with inflation, while transportation construction costs continue to escalate; and

WHEREAS, the continued increase in the number of fuel-efficient vehicles has resulted in lower gas tax revenues; and

WHEREAS, federal, state and county governments have a variety of tools available to address transportation funding needs, but municipalities have very limited revenue options for funding transportation needs; and

WHEREAS, while the state has authority to charge tolls on certain roadways or increase vehicle registration fees to help fund transportation needs, and counties have the authority to impose additional gas taxes or other sales surtaxes through voter referenda to address transportation funding needs, municipalities do not have authority to exercise these options for addressing municipal transportation funding needs; and

WHEREAS, legislative action is needed to assist municipalities with funding resources for municipal transportation needs, including, but not limited to, low interest loans or grants from the state for municipal transportation projects, or a dedicated and recurring funding mechanism for municipal transportation infrastructure and transit projects; and

WHEREAS, the Florida League of Cities has included municipal transportation infrastructure funding as one of its 2018 Legislative Priorities; now, therefore

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. The above "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are incorporated herein by this reference.

Section 2. The City of Dunedin Commission urges all members of the Florida Legislature to preserve local control of transportation planning, and further urges the Legislature to authorize dedicated revenue options and mechanisms for municipal transportation infrastructure and transit projects.

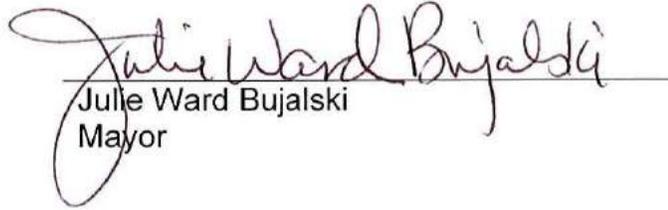
Section 3. The City of Dunedin Administration is directed to transmit a certified copy of this Resolution to the Florida League of Cities, the Pinellas County Legislative Delegation and any other interested parties.

Section 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 5. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 6. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY
OF DUNEDIN, FLORIDA, THIS 3rd day of October, 2017.


Julie Ward Bujalski
Mayor

ATTEST:


Denise M. Kirkpatrick
City Clerk

RESOLUTION 17-41

A RESOLUTION OF THE CITY OF DUNEDIN, FLORIDA, SUPPORTING LEGISLATION REFORMING THE COMMUNICATIONS SERVICES TAX IN A MANNER THAT IS REVENUE NEUTRAL; PROVIDING FOR A BROAD AND EQUITABLE TAX BASE; PROVIDING FOR ENHANCED STABILITY AND RELIABILITY AS AN IMPORTANT REVENUE SOURCE FOR LOCAL GOVERNMENT; AND PROVIDING A UNIFORM METHOD FOR TAXING COMMUNICATIONS SERVICES IN FLORIDA; DIRECTING CITY ADMINISTRATION TO TRANSMIT A CERTIFIED COPY OF THIS RESOLUTION TO THE FLORIDA LEAGUE OF CITIES, THE PINELLAS COUNTY LEGISLATIVE DELEGATION AND ANY OTHER INTERESTED PARTIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2000, the Florida Legislature restructured taxes and fees on telecommunications, cable, direct-to-home satellite and related services under the Communications Services Tax Simplification Act (Act); and

WHEREAS, the Act replaced and consolidated seven state and local taxes and fees into a single tax that has two centrally administered parts, the state and the local communications services tax (CST); and

WHEREAS, the local CST is one of the main sources of locally levied general revenue for municipalities, providing them with more than \$421 million annually; and

WHEREAS, Florida's local governments need adequate fiscal resources to provide services their citizens desire; and

WHEREAS, the City of Dunedin utilizes CST to support public safety, recreation and culture, transportation infrastructure, and general government operations; and

WHEREAS, in the past two decades technological advancements in communications have been made which leave the taxation structure of communications services outdated; and

WHEREAS, over the past few years, competition among communications providers and legislative actions have eroded the tax base for the CST; and

WHEREAS, CST reform should promote a competitively neutral tax policy that will free consumers to choose a provider based on tax-neutral considerations; and

WHEREAS, the Florida League of Cities has included communications services tax reform as one of its 2018 Legislative Priorities; now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. The above "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are incorporated herein by this reference.

Section 2. The City Commission of the City of Dunedin urges all members of the Florida Legislature to support reforming the Communications Services Tax in a manner that is revenue neutral; provides for a broad and equitable tax base; provides for enhanced stability and reliability as an important revenue source for local government; and provides a uniform method for taxing communications services in Florida that will benefit all stakeholders.

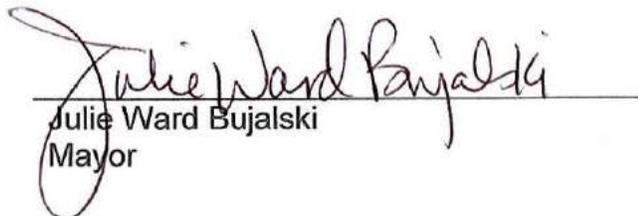
Section 3. The City of Dunedin Administration is directed to transmit a certified copy of this Resolution to the Florida League of Cities, the Pinellas County Legislative Delegation and any other interested parties.

Section 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

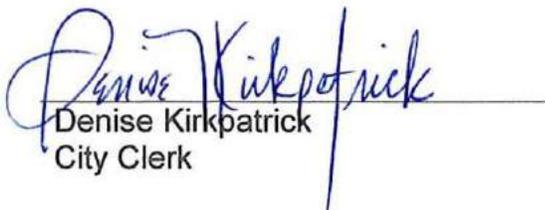
Section 5. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 6. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 3rd day of October, 2017.


Julie Ward Bujalski
Mayor

ATTEST:


Denise Kirkpatrick
City Clerk

RESOLUTION 17-42

A RESOLUTION OF THE CITY OF DUNEDIN, FLORIDA, SUPPORTING LEGISLATION TO PROVIDE LONG-TERM, RECURRING AND ADEQUATE STATE FUNDING THAT IS EQUITABLY DISTRIBUTED THROUGHOUT THE STATE, FOR LOCAL GOVERNMENT WATER RESOURCE AND WATER QUALITY IMPROVEMENT PROJECTS AND INFRASTRUCTURE, INCLUDING, BUT NOT LIMITED TO, PROJECTS THAT REDUCE NUTRIENT AND POLLUTANT LOADING FROM WASTEWATER SOURCES, MITIGATE STORM WATER AND FLOODING IMPACTS, AND INCREASE AVAILABLE WATER RESOURCES AND SUPPLIES; DIRECTING CITY ADMINISTRATION TO TRANSMIT A CERTIFIED COPY OF THIS RESOLUTION TO THE FLORIDA LEAGUE OF CITIES, THE PINELLAS COUNTY LEGISLATIVE DELEGATION AND ANY OTHER INTERESTED PARTIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida's ability to meet the water needs of its growing population, industries and natural environment exceeds available supply and infrastructure; and

WHEREAS, it is estimated that \$48.7 billion will be needed over the next 20 years to meet Florida's needs for drinking water, wastewater, flood control, nutrient pollution reduction, Everglades restoration, and beach and inlet erosion; and

WHEREAS, the extent and nature of the state's water and infrastructure problems vary among regions and locales, but include challenges associated with nutrient pollution from septic tanks, wastewater systems and storm water, dwindling water supplies and high costs associated with creating alternative water supplies, and impacts from tidal and storm flooding; and

WHEREAS, the City of Dunedin's most pressing challenges are the mitigation of nutrient pollution from septic tanks (septic to sewer conversions), mitigation of stormwater and flooding impacts, improvement of impaired water bodies, increasing the available water supply through the creation of alternative water sources, providing for resource management, risk reduction, preparedness, and the creation of a more resilient infrastructure to battle long-term sea level rise and short-term flooding from more intense rain events, and the protection of the natural ecosystems through the integration of watershed

restoration principles that enhance the health of watersheds and provide beneficial functions, such as the ability of the watershed and wetlands to protect coastal communities and provide habitat for fish, birds, and wildlife; and

WHEREAS, Florida's current problems and future needs are attributable to multiple sources and stakeholders – urban, rural, agricultural, business and industrial – and all of them have a shared responsibility for addressing current problems and future needs; and

WHEREAS, Florida's local governments lack adequate fiscal resources to address these needs alone; and

WHEREAS, Florida lacks a dedicated, long-term, recurring source of state funding for water supply, water quality and associated infrastructure; and

WHEREAS, Florida's state and local governments, residents, businesses and industries must collaborate on shared solutions that will meet Florida's water and infrastructure challenges comprehensively, equitably and for the long-term; and

WHEREAS, the Florida League of Cities has included water resource and water quality funding as one of its 2018 Legislative Priorities; now, therefore

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. The above "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are incorporated herein by this reference.

Section 2. The City Commission of the City of Dunedin urges all members of the Florida Legislature to support long-term, recurring and adequate state funding for water resource and water quality improvement projects and infrastructure necessary to assist Florida's local governments in addressing current deficits and meeting future demand, and which will benefit natural systems and all stakeholders.

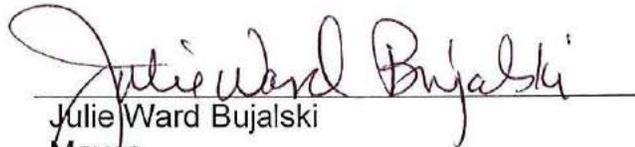
Section 3. The City of Dunedin Administration is directed to transmit a certified copy of this Resolution to the Florida League of Cities, the Pinellas County Legislative Delegation and any other interested parties.

Section 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 5. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 6. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 3rd day of October, 2017.


Julie Ward Bujalski
Mayor

ATTEST:


Denise M. Kirkpatrick
City Clerk

RESOLUTION 17-43

A RESOLUTION OF THE CITY OF DUNEDIN, FLORIDA, SUPPORTING LEGISLATION TO REQUIRE CERTIFICATION FOR ALL RECOVERY RESIDENCES AND RECOVERY RESIDENCE ADMINISTRATORS TO ENSURE THAT THE VULNERABLE POPULATION IN RECOVERY IS PROTECTED AND THAT RECOVERY RESIDENCE ADMINISTRATORS HAVE THE COMPETENCIES NECESSARY TO RESPOND APPROPRIATELY TO THE NEEDS OF RESIDENTS; DIRECTING CITY ADMINISTRATION TO TRANSMIT A CERTIFIED COPY OF THIS RESOLUTION TO THE FLORIDA LEAGUE OF CITIES, THE PINELLAS COUNTY LEGISLATIVE DELEGATION AND ANY OTHER INTERESTED PARTIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, recovery residences, also known as “sober homes,” are not required to be licensed under Florida law; and

WHEREAS, recovery residences that are run safely and effectively provide peer-supported housing that assists recovering individuals in their quest to be drug or alcohol-free; and

WHEREAS, recovery residences impact residential neighborhoods and, when unlicensed and unregulated, create health, safety and welfare hazards for both their residents and surrounding neighbors; and

WHEREAS, the certification of recovery residences and recovery residence administrators will create a consistent standard of operation to provide uniform and safe operation throughout the state; provide for accountability of the owners and administrators of these facilities; help end abuses that are occurring in sober homes; ensure that certain life safety standards are followed to keep residents safe; and promote the well-being and recovery of their residents; and

WHEREAS, the uniform certification of recovery residences and administrators will provide safety to a disadvantaged group and will protect both the residents of City of Dunedin and surrounding communities; and

WHEREAS, the City of Dunedin determines that the certification of recovery residences and administrators would be in the best interests of and would protect the health, safety and welfare of its residents, both temporary and permanent; and

WHEREAS, the Florida League of Cities has included the support of minimum certification standards for recovery residences and administrators as one of its 2018 Legislative Priorities; now, therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. The above "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are incorporated herein by this reference.

Section 2. The City Commission of the City of Dunedin urges all members of the Florida Legislature to support minimum certification standards for recovery residences and recovery residence administrators located throughout the State of Florida.

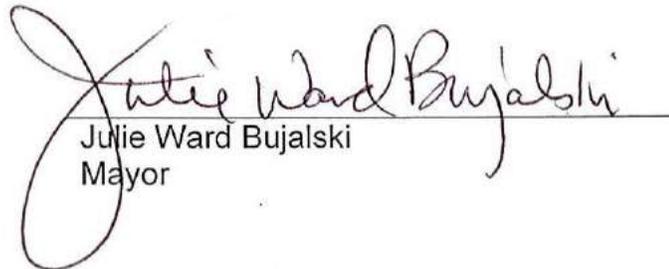
Section 3. The City of Dunedin Administration is directed to transmit a certified copy of this Resolution to the Florida League of Cities, the Pinellas County Legislative Delegation and any other interested parties.

Section 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 5. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 6. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 3rd day of October, 2017.


Julie Ward Bujalski
Mayor

ATTEST:


Denise M. Kirkpatrick
City Clerk

11

RESOLUTION 17-44

A RESOLUTION OF THE CITY OF DUNEDIN, FLORIDA, CONFIRMING THE TERMINATION OF THE STATE OF LOCAL EMERGENCY; REPEALING RESOLUTION 17-37; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the conditions causing the State of Local Emergency to be declared regarding Hurricane Irma are no longer present; and

WHEREAS, the City's departments are able to manage the situation without extraordinary assistance or powers; and

WHEREAS, there is no longer a danger to the health, safety, and welfare of the citizens and visitors of the community.

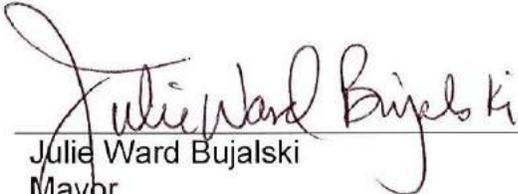
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, DULY ASSEMBLED THAT:

Section 1. The State of Local Emergency was terminated on September 21, 2017 at 11:59 p.m.

Section 2. That Resolution 17-37 is hereby repealed in its entirety.

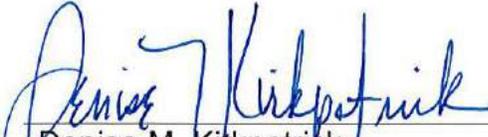
Section 3. That this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 21st day of September, 2017.



Julie Ward Bujalski
Mayor

ATTEST:



Denise M. Kirkpatrick,
City Clerk

RESOLUTION 17-45

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, VACATING THE TEN-FOOT UTILITY EASEMENT ADJACENT TO THE WEST PARCEL LINE OF LOT 176, RAVENWOOD MANOR, CONDITIONED UPON A REPLACEMENT MUNICIPAL EASEMENT FIFTEEN (15) FEET FROM THE WEST BOUNDARY OF AND ADJACENT AND PARALLEL TO THE BOUNDARIES OF LOT 176, RAVENWOOD MANOR, CONSISTING OF APPROXIMATELY 722.00 SQUARE FEET; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.

WHEREAS, the Owner of the property located at 1598 Cottonwood Terrace has requested that the approximate ten-foot utility easement adjacent to the west parcel line, consisting of approximately 722.00 square feet, of Lot 176, Ravenwood Manor, be vacated and relocated to allow for the continued existence of the single-family home located thereon; and

WHEREAS, the City Commission finds and determines that the vacation and relocation of such easement is consistent with the Charter of the City of Dunedin and with the Comprehensive Plan of the City of Dunedin; and

WHEREAS, there is no public need for the approximate 722.00 square foot portion of the easement described on Exhibit "A" attached hereto; and

WHEREAS, Bright House Networks, Clearwater Gas System, Duke Energy, Frontier Communications and WOW! have no objection to the vacation and relocation of said easement; and

WHEREAS, the Owner has executed a replacement municipal easement that will be recorded in the public records as a condition of the vacation of the utility easement.

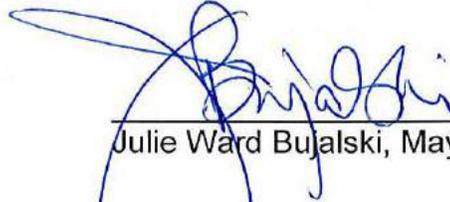
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. That it is found that there is no public need for the approximate 722.00 square foot portion of the easement described in Exhibit "A" attached hereto and the said approximate 722.00 square foot portion of Lot 176, Ravenwood Manor, is vacated. It is further found that there is no public referendum required pursuant to the City Charter.

Section 2. That the City Clerk is directed to record a certified copy of this resolution in the Public Records of Pinellas County, Florida, and send a certified copy thereof to the Property Appraiser of Pinellas County, Florida.

Section 3. That this Resolution shall become effective upon its passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 12th day of December, 2017.



Julie Ward Bujalski, Mayor

ATTEST:



Denise M. Kirkpatrick, City Clerk

Vacation Exhibit:

EXHIBIT "A"

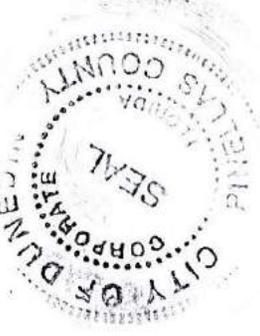
THE WESTERLY TEN (10.00) FEET OF LOT 176, BLOCK N, RAVENWOOD MANOR, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED PLAT BOOK 70, PAGE 92 THROUGH 94, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA,

BEING A PORTION OF PROPERTY APPRAISER'S PARCEL NUMBER: 24-28-15-73609-014-1760. CITY OF DUNEDIN. PINELLAS COUNTY, FLORIDA.

I DO HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF Resolution 17-45 PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN 12/13/2017
Denise Kirkpatrick
CITY CLERK

RESOLUTION 17-45

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, VACATING THE TEN-FOOT UTILITY EASEMENT ADJACENT TO THE WEST PARCEL LINE OF LOT 176, RAVENWOOD MANOR, CONDITIONED UPON A REPLACEMENT MUNICIPAL EASEMENT FIFTEEN (15) FEET FROM THE WEST BOUNDARY OF AND ADJACENT AND PARALLEL TO THE BOUNDARIES OF LOT 176, RAVENWOOD MANOR, CONSISTING OF APPROXIMATELY 722.00 SQUARE FEET; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.



WHEREAS, the Owner of the property located at 1598 Cottonwood Terrace has requested that the approximate ten-foot utility easement adjacent to the west parcel line, consisting of approximately 722.00 square feet, of Lot 176, Ravenwood Manor, be vacated and relocated to allow for the continued existence of the single-family home located thereon; and

WHEREAS, the City Commission finds and determines that the vacation and relocation of such easement is consistent with the Charter of the City of Dunedin and with the Comprehensive Plan of the City of Dunedin; and

WHEREAS, there is no public need for the approximate 722.00 square foot portion of the easement described on Exhibit "A" attached hereto; and

WHEREAS, Bright House Networks, Clearwater Gas System, Duke Energy, Frontier Communications and WOW! have no objection to the vacation and relocation of said easement; and

WHEREAS, the Owner has executed a replacement municipal easement that will be recorded in the public records as a condition of the vacation of the utility easement.

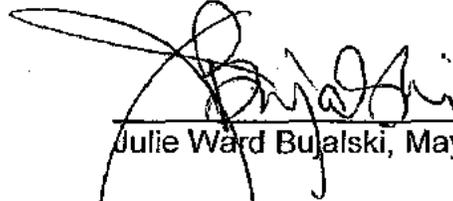
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. That it is found that there is no public need for the approximate 722.00 square foot portion of the easement described in Exhibit "A" attached hereto and the said approximate 722.00 square foot portion of Lot 176, Ravenwood Manor, is vacated. It is further found that there is no public referendum required pursuant to the City Charter.

Section 2. That the City Clerk is directed to record a certified copy of this resolution in the Public Records of Pinellas County, Florida, and send a certified copy thereof to the Property Appraiser of Pinellas County, Florida.

Section 3. That this Resolution shall become effective upon its passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 12th day of December, 2017.



Julie Ward Bujalski, Mayor

ATTEST:



Denise M. Kirkpatrick, City Clerk

Vacation Exhibit:

EXHIBIT "A"

THE WESTERLY TEN (10.00) FEET OF LOT 176, BLOCK N, RAVENWOOD MANOR, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED PLAT BOOK 70, PAGE 92 THROUGH 94, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA,

BEING A PORTION OF PROPERTY APPRAISER'S PARCEL NUMBER: 24-28-15-73609-014-1760. CITY OF DUNEDIN. PINELLAS COUNTY, FLORIDA.

RESOLUTION 17-46

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DUNEDIN ADOPTING AMENDMENT TWO TO THE CITY OF DUNEDIN DEFINED CONTRIBUTION PLAN (THE 'PLAN'); AND REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City of Dunedin (the "City") maintains the City of Dunedin Defined Contribution Plan (the "Plan") for the benefit of its employees; and

WHEREAS, the City has previously adopted the Plan, which has been amended from time to time;

WHEREAS, the City desires to amend the Plan to enhance the vesting provisions; and

WHEREAS, Section 14.01(b) of the Plan authorizes the Employer to amend the selections under the City of Dunedin Defined Contribution Plan Adoption Agreement; now, therefore

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. Amendment to the Plan is hereby approved and adopted in its entirety.

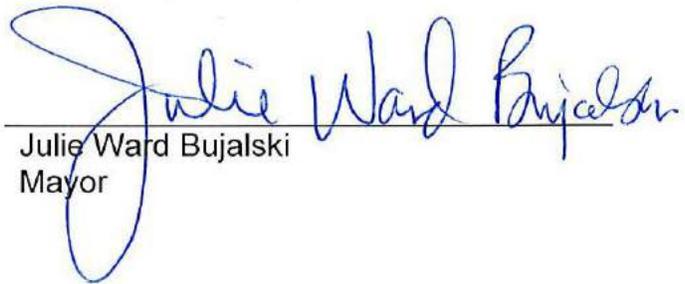
Section 2. The Amendment, along with the Plan document, shall be maintained in the office of the Plan Administrator at the Department of Human Resources & Risk Management, Post Office Box 1348, Dunedin, Florida 34697-1348.

Section 3. The Plan may be modified from time to time by further resolutions or motion of the City Commission.

Section 4. The appropriate officers of the City of Dunedin are authorized to execute Amendment One.

Section 5. This Resolution shall be effective January 1, 2018.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 2nd day of November, 2017.



Julie Ward Bujalski
Mayor

ATTEST:



Denise M. Kirkpatrick
City Clerk

RESOLUTION 17-47

A RESOLUTION OF THE CITY OF DUNEDIN, FL. ESTABLISHING THE U.S. MILITARY VETERANS ADVISORY COMMITTEE; PROVIDING FOR MEMBERSHIP; PROVIDING FOR TERMS OF OFFICE; PROVIDING FOR ORGANIZATIONAL STRUCTURE; PROVIDING FOR DUTIES; PROVIDING FOR REPORTING RESPONSIBILITY; PROVIDING FOR RECORD KEEPING; PROVIDING FOR INCORPORATION OF CITY ORDINANCES AND RESOLUTIONS AS AMENDATORY HERETO; PROVIDING THERE IS NO PROPERTY RIGHT IN SUCH OFFICE; PROVIDING FOR A REVIEW BY THE CITY COMMISSION TO CONTINUE THE COMMITTEE'S EXISTENCE; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the City Commission deems it desirable that a committee be created to assist in an official coordinated effort to recognize Dunedin's United States (U.S.) Military Veterans, herein referred to as "Veterans" and to help promote the development and implementation of plans and programs to meet their current and future needs; now, therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

SPECIAL PROVISIONS

Section 1. Committee Established. That the City Commission of the City of Dunedin, Florida, hereby establishes a citizens committee to assist the City Commission as is hereinafter set forth. This citizens committee shall be named the U.S. Military Veterans Advisory Committee. The Committee, once established, shall continue in existence until further resolution of the City Commission.

Section 2. Committee Duties. The Committee shall be advisory to and shall work collaboratively with the City Commission, the City Manager and City staff. The primary duties of the Committee shall be to help plan, promote and coordinate programs and services which contribute to the quality of life for the Veterans in Dunedin. The duties of the Committee will be accomplished by assessing both immediate and long term needs, assisting in the development and implementation of supporting plans and promoting positive attitudes towards Veterans. The Committee shall alert the City Commission and the community of the changing needs of the Veteran population such as effective integration of the needs of those who are well and active and those who become less active as their years advance. The Committee may initiate such efforts and investigations as it deems appropriate in order to properly inform

itself and to provide the greatest degree of assistance to the City Commission, the City Manager, staff and the public.

Section 3. Membership: Terms. The Committee shall consist of eleven (11) members who serve for terms of three (3) years. All members of the Committee shall be residents of the City of Dunedin or persons who serve in a major volunteer capacity with an organization that serves Dunedin and shall be appointed pursuant to Resolution 88-15 as it now exists or as it may hereafter be amended.

The eleven (11) members shall consist of:

One (1) shall be the Commander of the Veterans of Foreign Wars (VFW) Dunedin Post 2550 or his designee;

One (1) shall be the Commander of the American Legion, Dunedin Post 275 or his designee;

One (1) shall be the Chairperson of the Committee on Aging or his/her designee;

One (1) shall be the President of Dunedin Cares, Inc. or his/her designee;

One (1) shall be a Pastor or someone who serves in a pastoral capacity at a Church located within the City of Dunedin; and

At least three (3) of the remaining six (6) members shall be Veterans.

At least five (5) serving members must have received a Form DD214 showing an Honorable Discharge from the U.S. Military.

The initial appointments to the Committee shall be four (4) members for three (3) years; four (4) members for two (2) years; and three (3) members for one (1) year. All subsequent appointments shall be for three (3) year terms.

The City Commission may, at its discretion, appoint two (2) alternate members to serve in the absence of a regular member for the purpose of establishing a quorum. The choice of alternate members to serve in the absence of a regular member shall be done on an alternating basis.

The appointments of alternate members shall be for a three (3) year term, unless appointed to finish a term vacated by a member or alternate member. Persons wishing to serve on the Committee shall complete an application.

GENERAL PROVISIONS

Section 1. Organization: Quorum. The members of the Committee shall select from their own membership a Chairperson, a Vice-Chairperson and

Secretary for a one year term and the Committee shall organize itself as it deems proper in order to appropriately carry out the duties assigned to it, including the enactment of rules of procedure. Roberts Rules of Order shall be used for procedural rules in the absence of the adoption of alternative procedures.

Six (6) regular members of the Committee shall constitute a quorum necessary for the conduct of business of the Committee and meetings shall be held at the call of the Chairperson, or in his/her absence the Vice-Chairperson or at the call of any three (3) members of the Committee or the City Manager.

The Committee shall meet as often as necessary to achieve its goals and perform its duties, but shall meet not less often than quarterly.

Section 2. Records: Meetings. All records of the Committee shall be filed with the City Clerk and shall be subject to the Public Records Law, Chapter 119 F.S. All such records shall be retained as is otherwise designated by the City Clerk. All meetings shall be open to the public and shall be conducted in a manner that is consistent with Florida Statutes Chapter 286.

The meetings shall be held at such times and places as will make them accessible to members of the public. It shall be the obligation of the Chairperson to inform the City Clerk of the time and place of meetings so that notices of such meetings can be properly posted or otherwise disseminated.

Section 3. Reimbursement of Expenses. Members of the Committee shall serve without compensation but shall be reimbursed for any necessary and reasonable expenses incurred in the conduct of the business of the Committee, if such expenses have received approval by the City Commission prior to their expenditure.

Section 4. Reports. The Committee shall, not less often than once a year, make a written report to the City Commission. The written report shall detail the accomplishments of the Committee for the preceding year and the committee's current and future projects and goals. This report shall be submitted by March 31st of each year.

The Chairperson of the Committee or such other person as the Committee shall designate may make a personal report to the City Commission; in such event the City Clerk shall advise the Chairperson of the Committee when such report has been placed on the agenda of the City Commission. The Chairperson shall report to the Commission on the work of the Committee, on any problems or concerns that the Committee is experiencing and on the current and future projects the Committee desires to undertake.

Section 5. Compliance with Ordinances and Resolutions. The Committee shall comply with and abide by all ordinances and resolutions of the commission that are generally applicable to the Boards and Committees of the City of Dunedin.

The City Clerk and the Chairperson shall coordinate to insure that the Chairperson is aware of all such generally applicable ordinances or resolutions and the Chairperson shall make these matters known to the members of the Committee at the earliest available opportunity.

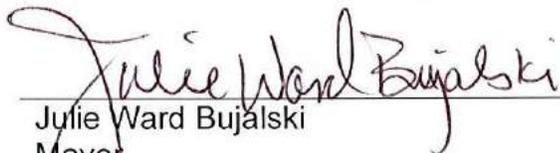
Such matters shall include but not limited to attendance requirements, voting procedures, abstention from voting, the filing of a notice of conflict, the requirements of laws regarding ethics in the conduct of the public business, removal from office of members and similar matters of general concern. All existing or future ordinances or resolutions generally applicable to the Committee shall be deemed to be incorporated herein and by reference made a part of this resolution.

Section 6. Appointment and Removal. Appointment to the Committee shall not constitute a property right in the meaning of the Constitution of the United States or the State of Florida and the members of the Committee shall be appointed to and removed from the Committee in the manner as deemed appropriate by the City Commission, in its sole discretion. The members of the Committee shall serve at the pleasure of the City Commission.

Section 7. Continuance of Committee. No later than three years from the establishment of the Committee and every third year thereafter, the City Commission shall place on its agenda and shall discuss whether or not the Committee should continue in existence, whether or not its functions and duties are appropriate because of change in circumstances and all other matters relevant to the continuing existence of the Committee.

Section 8. Effective Date. This Resolution shall become effective immediately upon final passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 17th day of October, 2017.



Julie Ward Bujalski
Mayor

ATTEST:



Denise M. Kirkpatrick
City Clerk

RESOLUTION 17-48

A RESOLUTION OF THE CITY OF DUNEDIN, FLORIDA, URGING CONGRESS TO REAUTHORIZE THE NATIONAL FLOOD INSURANCE PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, floods are the most common and most destructive natural disaster in the United States and Florida; and

WHEREAS, the National Flood Insurance Act of 1968 created the National Flood Insurance Program (NFIP) in response to the lack of available private flood insurance and continued increases in federal disaster assistance due to floods; and

WHEREAS, the NFIP allows property owners in participating communities to buy insurance to protect against flood losses; and

WHEREAS, flooding is a serious risk in Florida due to the state's geography and proximity to water, both inland and coastal; and

WHEREAS, this issue is a critical concern for our state, as Florida has the largest number of participants in the NFIP and pays four times more into the program than it receives in claim payments; and

WHEREAS, on July 6, 2012, the Biggert-Waters Flood Insurance Reform Act of 2012 was signed into law, reauthorizing the NFIP through September 30, 2017; and

WHEREAS, as a government program, the NFIP should treat its customers equitably and should adhere to insurance principals that rates must not be excessive, inadequate or unfairly discriminatory; and

WHEREAS, properties should be rated based on their ability to withstand risk, not their use or ownership structure; and

WHEREAS, necessary increases in premiums should be implemented with regard to customers' ability to absorb those increases; and

WHEREAS, U.S. Senator Marco Rubio, U.S. Senator Bill Nelson and other U.S. Senators are sponsors of bi-partisan legislation titled the Sustainable, Affordable, Fair, and Efficient National Flood Insurance Program Reauthorization Act (SAFE NFIP), S. 1368, which would reauthorize the NFIP program for six years; and

WHEREAS, this legislation would include provisions increasing the limitation on liability relating to Increased Cost of Compliance (ICC), clarifying programs and responsibilities for mold damage and expanding coverage under the program for both residential and nonresidential properties; now, therefore,

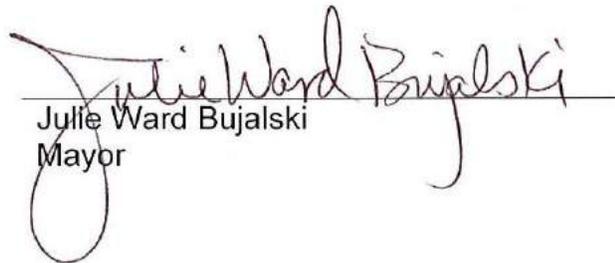
BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. The City of Dunedin, Florida supports the Sustainable, Affordable, Fair and Efficient National Flood Insurance Program Reauthorization Act (SAFE NFIP) S. 1368 and urges Congress to reauthorize the National Flood Insurance Program, which addresses accuracy in flood mapping, transparency and broader-based solutions for funding.

Section 2. A copy of this resolution shall be sent to President Donald Trump, the Florida Congressional Delegation, the National League of Cities and the Florida League of Cities, Inc.

Section 4. Effective Date. This Resolution shall become effective immediately upon final passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 31st day of October, 2017.


Julie Ward Bujalski
Mayor

ATTEST:


Denise M. Kirkpatrick
City Clerk

5

RESOLUTION 17-49

**A RESOLUTION OF THE CITY OF DUNEDIN, FLORIDA,
ACCEPTING PUBLIC EASEMENTS AND OTHER DEDICATIONS
IN THE PLAT OF THE ABERDEEN OAKS SUBDIVISION; AND
PROVIDING FOR AN EFFECTIVE DATE HEREOF.**

WHEREAS, the plat of the Aberdeen Oaks Subdivision was heretofore approved by the City Commission of the City of Dunedin, Florida, and shall be recorded in the Public Records of Pinellas County, Florida; and

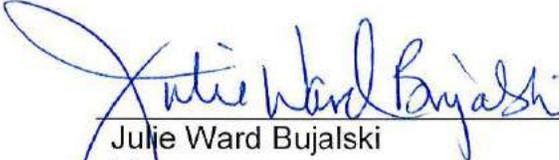
WHEREAS, by said plat the easement dedications shown thereon were revised to distinguish those dedicated to the public and those reserved for common use by the property owners; now, therefore,

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:**

Section 1. That the City does hereby accept the dedication of all easements and other dedications reflected on the plat.

Section 2. That this Resolution shall become effective immediately upon final passage, adoption and upon review and approval of the City Manager for consistency between the dedications and notations on the plat.

**PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY
OF DUNEDIN, FLORIDA, THIS 2nd day of November, 2017.**



Julie Ward Bujalski
Mayor

ATTEST:



Denise Kirkpatrick
City Clerk



Home of Honeymoon Island

PLANNING & DEVELOPMENT
737 LOUDEN AVENUE
DUNEDIN, FL 34698
727.298.3210

PLAT REVIEW COMPLETION CERTIFICATE

SUBDIVISION NAME: ABERDEEN OAKS SUBDIVISION

LOCATION: VIRGINIA ST, DUNEDIN, FL 34698

The above-referenced plat has been reviewed by staff and found to be in compliance with applicable City ordinances and State statutes. A formal resolution of acceptance of the plat will be presented for the City Commission's approval pursuant to Section 104-60.6.10 of the City of Dunedin Land Development Code.

Staff Approvals:



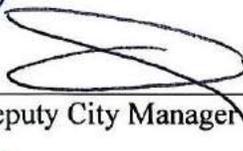
Director of Planning & Development

10-24-2017
Date



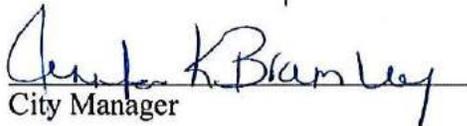
Director of Public Works & Utilities/
City Engineer

10/24/17
Date



Deputy City Manager

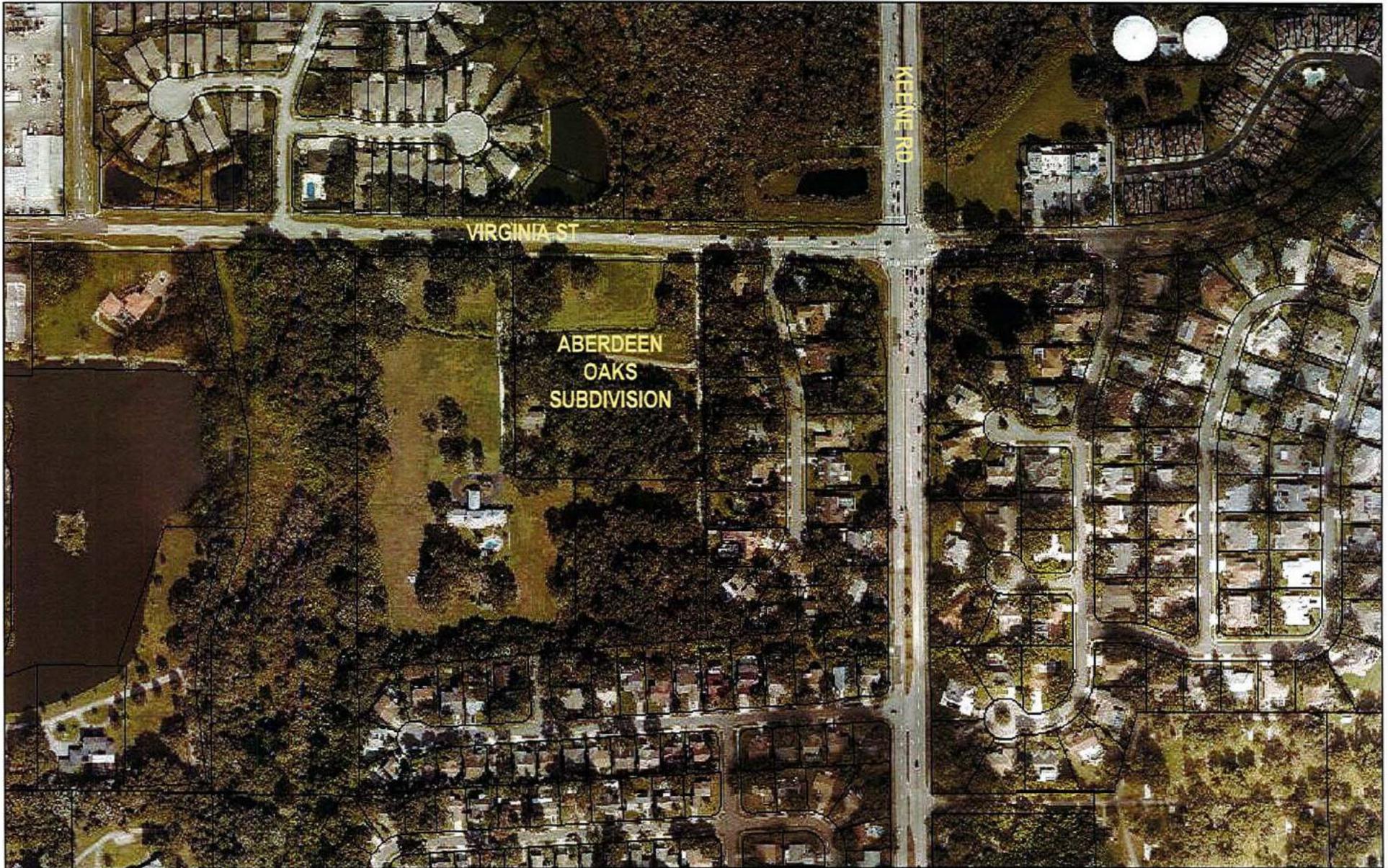
10.20.17
Date



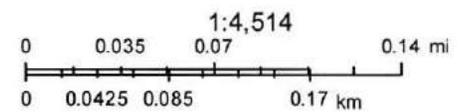
City Manager

10/20/17
Date

Aerial of Site - Aberdeen Oaks Subdivision



October 20, 2017



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey,

ABERDEEN OAKS SUBDIVISION

A PORTION OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, CITY OF DUNEDIN, PINELLAS COUNTY, FLORIDA

PLAT BOOK
PAGE

LEGAL DESCRIPTION

A PORTION OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 35; THENCE ALONG THE NORTH BOUNDARY LINE OF THE NORTHEAST 1/4 OF SAID SECTION 35 NORTH 88°29'41" WEST, A DISTANCE OF 412.29 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE MONUMENTED WEST BOUNDARY LINE OF WOODED ACRES, AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 77, PAGE 81 OF THE PUBLIC RECORDS OF SAID PINELLAS COUNTY; THENCE ALONG SAID NORTHERLY EXTENSION SOUTH 0°00'00" EAST, A DISTANCE OF 50.92 FEET TO THE NORTHEAST CORNER OF SAID WOODED ACRES, SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG SAID WESTERLY BOUNDARY LINE SOUTH 0°00'00" EAST, A DISTANCE OF 897.38 FEET TO THE SOUTHWEST CORNER OF SAID WOODED ACRES; THENCE ALONG THE NORTH BOUNDARY LINE OF COASTAL HIGHLANDS AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 91, PAGE 87 OF SAID PUBLIC RECORDS; THENCE ALONG SAID NORTH BOUNDARY LINE SOUTH 88°29'41" WEST, A DISTANCE OF 318.28 FEET TO THE SOUTHEAST CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 07854, PAGE 6648 OF SAID PUBLIC RECORDS; THENCE ALONG THE EAST AND NORTH BOUNDARY LINES OF SAID PARCEL THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) NORTH 00°00'00" EAST, A DISTANCE OF 407.69 FEET; (2) NORTH 88°27'41" WEST, A DISTANCE OF 144.78 FEET; (3) NORTH 00°00'00" WEST, A DISTANCE OF 521.66 FEET TO THE NORTHEAST CORNER OF SAID PARCEL, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF WOODHIA STREET (COUNTY ROAD NO. 34); THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE SOUTH 88°29'41" EAST, A DISTANCE OF 457.58 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 8.39 ACRES MORE OR LESS.

DEDICATION

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE ABOVE DESCRIBED LAND PLATTED AS ABERDEEN OAKS SUBDIVISION.

TRACT "A" (INGRESS, EGRESS, DRAINAGE AND UTILITY EASEMENT TRACT), TRACT "B" (DRAINAGE AND UTILITY EASEMENT TRACT), AND TRACT "C" (DRAINAGE EASEMENT TRACT) SHALL BE CONVEYED BY SEPARATE INSTRUMENT TO THE ABERDEEN OAKS HOMEOWNERS ASSOCIATION, INC. (HOA), A FLORIDA NOT FOR PROFIT CORPORATION, ITS SUCCESSORS AND/OR ASSIGNS (THE ASSOCIATION). SAID TRACTS SHALL BE FOR THE BENEFIT OF THE INDIVIDUAL OWNERS AND SHALL BE MAINTAINED BY SAID ASSOCIATION.

THE OWNER FURTHER DEDICATES, DECLARES AND RESERVES EASEMENTS AS FOLLOWS:

- TRACT "A" SHALL BE AN INGRESS AND EGRESS EASEMENT FOR THE BENEFIT OF THE OWNERS OF THE LAND DESCRIBED IN THIS PLAT. THE OWNER SHALL MAINTAIN TRACT "A" AND IT SHALL NOT BECOME A PART OF THE PUBLIC ROAD SYSTEM OF THE CITY OF DUNEDIN OR PINELLAS COUNTY, FLORIDA. THE OWNER DEDICATES ALL PROVIDERS OF WATER UTILITIES, GAS UTILITIES, ELECTRIC UTILITIES, TELEPHONE UTILITIES, CABLE TELEVISION UTILITIES AND OTHER PUBLIC UTILITIES A NON-EXCLUSIVE EASEMENT OVER, UNDER AND THROUGH TRACT "A" FOR THE PURPOSE OF INSTALLING, MAINTAINING AND REPAIRING SAID UTILITIES FOR THE BENEFIT OF THE OWNERS OF THE LAND DESCRIBED IN THIS PLAT. THE OWNER DEDICATES TO THE CITY OF DUNEDIN AND ALL PROVIDERS OF EMERGENCY SERVICES, MAIL, SANITATION AND OTHER GOVERNMENTAL OR SIMILAR SERVICES A PERPETUAL NON-EXCLUSIVE EASEMENT OVER TRACT "A" FOR INGRESS AND EGRESS TO PERFORM THEIR OFFICIAL DUTIES AND OBLIGATIONS.
- TRACT "B" SHALL BE A PERPETUAL DRAINAGE AND UTILITY EASEMENT FOR THE BENEFIT OF THE CITY OF DUNEDIN (THE CITY).
- TRACT "C" SHALL BE A PERPETUAL DRAINAGE EASEMENT FOR THE BENEFIT OF THE CITY. THERE IS A PRIVATE RECREATION AREA WITHIN TRACT "C" AS DETAILED ON SHEET 2 OF 3 DEDICATED TO THE HOA.
- A 5 FOOT WIDE DRAINAGE EASEMENT FOR THE BENEFIT OF THE HOA AND THE CITY, ALONG ALL INTERIOR SIDEYARD LOT LINES FOR THE PURPOSE OF MAINTAINING PROPER DRAINAGE FLOW AND THE APPROPRIATE INGRESS AND EGRESS OVER THE LOTS TO ACCESS SUCH EASEMENT.
- A 15 FOOT WIDE SUBDIVISION PERIMETER DRAINAGE AND UTILITY EASEMENT EXCEPT ALONG LOTS 16 AND 17 WHERE SAID EASEMENT IS 7.5 FOOT WIDE FOR THE BENEFIT OF THE CITY.
- A 10 FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT ALONG THE FRONT OF EVERY LOT FOR THE BENEFIT OF ALL PROVIDERS OF GAS UTILITIES, ELECTRIC UTILITIES, TELEPHONE UTILITIES, CABLE TELEVISION UTILITIES AND OTHER PUBLIC UTILITIES FOR THE PURPOSE OF INSTALLING, MAINTAINING AND REPAIRING STREET LIGHTS, GAS, TELEPHONE, ELECTRIC, CABLE TELEVISION AND OTHER PUBLIC UTILITIES INFRASTRUCTURE.

THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE ON-SITE MAINTENANCE AND OPERATION OF THE STORM WATER MANAGEMENT SYSTEM, THE ROADWAYS AND THE SANITARY SEWER SYSTEM.

FOR VALUABLE CONSIDERATION, HE, THE UNDERSIGNED ("GRANTOR") DO HEREBY PERMANENTLY GRANT TO DUKE ENERGY FLORIDA, INC. AND THEIR PARENT ENTITY (OR THE ENTITY CONTROLLING BOTH ENTITIES), THEIR RESPECTIVE SUBSIDIARIES OR AFFILIATE ENTITIES, AND ANY OTHER PROVIDER OF UTILITY SERVICES ("GRANTEE"), THEIR SUCCESSORS AND ASSIGNS, FOREVER, NON-EXCLUSIVE EASEMENTS, AS SHOWN ON THE WITHIN PLAT AND DESIGNATED AS "UTILITY EASEMENTS" FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, OR REPLACEMENT OF ANY AND ALL NECESSARY FIXTURES FOR THE OVERHEAD AND UNDERGROUND DISTRIBUTION OF GAS, ELECTRIC, TELEPHONE, TELECOMMUNICATIONS OR OTHER UTILITIES ("UTILITY FACILITIES" OR "UTILITIES"). THE GRANTEE SHALL HAVE THE RIGHT OF INGRESS AND EGRESS AND ALSO THE RIGHT TO CUT, TRIM OR REMOVE ANY TREES, UNDERGROWTH OR OVERHANGING BRANCHES WITHIN THE UTILITY EASEMENTS OR IMMEDIATELY ADJACENT THEREIN. NO BUILDINGS OR OTHER STRUCTURES MAY BE BUILT WITHIN THE UTILITY EASEMENTS AREA, NOR MAY THE UTILITY EASEMENTS AREA BE PHYSICALLY ALTERED TO: (1) REDUCE THE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND UTILITIES; (2) IMPAIR THE LAND SUPPORT OF GRANTEE FACILITIES; (3) IMPAIR THE ABILITY TO MAINTAIN THE FACILITIES OR; (4) CREATE A HAZARD. TO HAVE AND TO HOLD THE EASEMENT FOREVER, HE ACKNOWLEDGE HAVING THE FULL POWER TO CONVEY THIS UTILITY EASEMENT AND WILL DEFEND THE SAME AGAINST ALL CLAIMS.

OWNER

ABERDEEN OAKS, LLC
A FLORIDA LIMITED LIABILITY COMPANY

C. REED HAYDON
MANAGER

WITNESS

WITNESS NAME PRINTED

WITNESS

WITNESS NAME PRINTED

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF PINELLAS

I, HEREBY CERTIFY ON THIS _____ DAY OF _____, 2017, BEFORE ME PERSONALLY APPEARED C. REED HAYDON, MANAGER OF ABERDEEN OAKS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS FREE ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

IN WITNESS WHEREOF, I HERETO SET MY HAND AND SEAL ON THE BELOW DATE.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE

DATE

CONSENT TO PLAT

FIRST CONTINENTAL INVESTMENT COMPANY LTD, AS MORTGAGEE UNDER CERTAIN MORTGAGE DATED MARCH 10, 2017, RECORDED IN OFFICIAL RECORDS BOOK 18550, PAGE 1428, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BY THE CONSENT TO PLATTING AS RECORDED IN OFFICIAL RECORDS BOOK 18778, PAGE 1312, DOES JOIN IN AND CONSENT TO THE DEDICATION OF THE LANDS DESCRIBED HEREIN, AND AGREES THAT IN THE EVENT OF THE FORECLOSURE OF THIS MORTGAGE ALL DEDICATED AREAS SHALL SURVIVE AND BE ENFORCEABLE.

CONSENT TO PLAT

NEARLY HOMES, LLC, AS MORTGAGEE UNDER CERTAIN MORTGAGE DATED MARCH 10, 2017, RECORDED IN OFFICIAL RECORDS BOOK 18550, PAGE 1573, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BY THE CONSENT TO PLATTING AS RECORDED IN OFFICIAL RECORDS BOOK 18778, PAGE 1314, DOES JOIN IN AND CONSENT TO THE DEDICATION OF THE LANDS DESCRIBED HEREIN, AND AGREES THAT IN THE EVENT OF THE FORECLOSURE OF THIS MORTGAGE ALL DEDICATED AREAS SHALL SURVIVE AND BE ENFORCEABLE.

CONSENT TO PLAT

JOHN DOMMES, AS MORTGAGEE UNDER CERTAIN MORTGAGE DATED MARCH 10, 2017, RECORDED IN OFFICIAL RECORDS BOOK 18550, PAGE 1436, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BY THE CONSENT TO PLATTING AS RECORDED IN OFFICIAL RECORDS BOOK 18778, PAGE 1425, DOES JOIN IN AND CONSENT TO THE DEDICATION OF THE LANDS DESCRIBED HEREIN, AND AGREES THAT IN THE EVENT OF THE FORECLOSURE OF THIS MORTGAGE ALL DEDICATED AREAS SHALL SURVIVE AND BE ENFORCEABLE.

CONFIRMATION OF ACCEPTANCE

ABERDEEN OAKS HOMEOWNERS ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, JOIN IN THE DEDICATION FOR THE PURPOSE OF ACCEPTING THE MAINTENANCE OF TRACTS "A", "B" AND "C" AS SHOWN ON THIS PLAT.

ABERDEEN OAKS HOMEOWNERS ASSOCIATION, INC.

BY:

C. REED HAYDON - PRESIDENT

WITNESS

WITNESS NAME PRINTED

WITNESS

WITNESS NAME PRINTED

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF PINELLAS

I, HEREBY CERTIFY ON THIS _____ DAY OF _____, 2017, BEFORE ME PERSONALLY APPEARED C. REED HAYDON, PRESIDENT OF ABERDEEN OAKS HOMEOWNERS ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE AND DEDICATION AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS FREE ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

IN WITNESS WHEREOF, I HERETO SET MY HAND AND SEAL ON THE BELOW DATE.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE

CERTIFICATE OF APPROVAL OF CITY COMMISSION

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, PINELLAS COUNTY, FLORIDA THIS _____ DAY OF _____, 2017.

BY:

JULIE WARD BUALSON, MAYOR

BY:

THOMAS J. FRASK, CITY ATTORNEY

BY:

DENSE M. KIRKPATRICK, CITY CLERK

CERTIFICATE OF APPROVAL OF CITY MANAGER

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED BY THE CITY OF DUNEDIN, PINELLAS COUNTY, FLORIDA THIS _____ DAY OF _____, 2017, PROVIDED THAT THE PLAT IS FILED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF PINELLAS COUNTY, FLORIDA, WITHIN ONE MONTH FROM THE DATE OF THIS APPROVAL.

BY:

JENNIFER K. BRANLEY, CITY MANAGER

CERTIFICATE OF APPROVAL OF COUNTY CLERK

STATE OF FLORIDA
COUNTY OF PINELLAS

I, KEW BURKE, CLERK OF THE CIRCUIT COURT OF PINELLAS COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE STATUTES OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK _____, PAGES _____, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THIS _____ DAY OF _____, 2017.

BY:

KEW BURKE, CLERK
PINELLAS COUNTY, FLORIDA

BY:

DEPUTY CLERK

CERTIFICATE OF CONFORMITY:

REVIEWED FOR CONFORMITY TO CHAPTER 177, PART 1, FLORIDA STATUTES BY A PROFESSIONAL SURVEYOR AND MAPPER UNDER CONTRACT TO THE CITY OF DUNEDIN.

CATHERINE A. BOSCO, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NUMBER 6257

DATE

GEORGE F. YOUNG, INC.
L.B. 521
299 DR. M.L. KING, JR. STREET NORTH
ST. PETERSBURG, FL 33701
(727) 822-4377

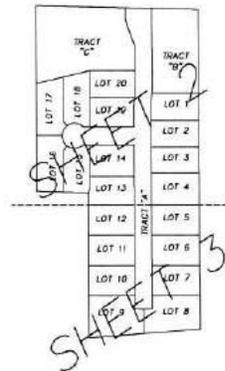
SURVEYOR'S CERTIFICATE

I CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THIS PLAT AND THE SURVEY DATA HEREON COMPLY WITH ALL THE REQUIREMENTS OF CHAPTER 177 F.S.; THAT THIS PLAT MEETS ALL MATERIAL IN COMPOSITION REQUIRED BY F.S. 177.041; THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED AND THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET BEFORE THE RECORDING OF THIS PLAT.

PRECISION SURVEYING & MAPPING, INC.
7710 MASSACHUSETTS AVENUE
NEW PORT RICHEY, FLORIDA 34653
CERTIFICATE OF AUTHORIZATION NO. LB-8734

JOHN S. ROBBINS
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 4452

DATE

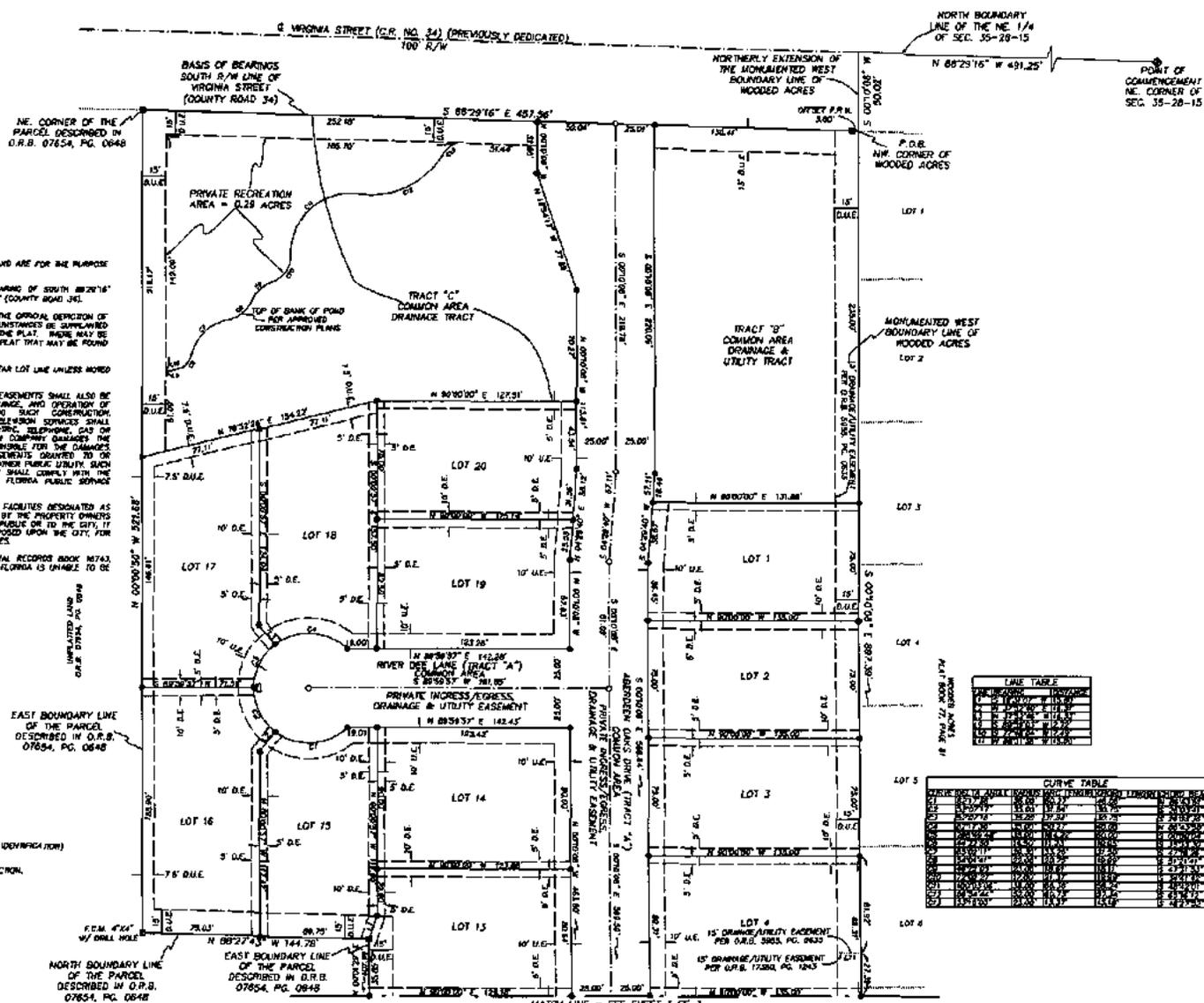
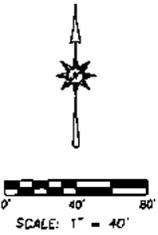


KEY MAP
NOT TO SCALE

ABERDEEN OAKS SUBDIVISION

A PORTION OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 28
SOUTH, RANGE 15 EAST, CITY OF DUNEDIN, PINELLAS COUNTY, FLORIDA

PLAN BOOK
PAGE



NOTES

- EASEMENTS ARE SHOWN THUS --- AND THUS ===== AND ARE FOR THE PURPOSE STATED.
- BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF SOUTH 88°29'16" EAST FOR THE SOUTH RIGHT-OF-WAY LINE OF VIRGINIA STREET (COUNTY ROAD 34).
- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DESCRIPTION OF THE SUBDIVIDED LANDS DESCRIBED HEREON AND WILL, IN NO CIRCUMSTANCES BE SUPPLEMENTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- ALL SIDE LOT LINES ARE RADIAL TO THE FRONT AND/OR THE REAR LOT LINE UNLESS NOTED BY (N.R.) WHICH INDICATES A SIDE LOT LINE BEING NON-RADIAL.
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE, TELEVISION SERVICES PROVIDED. HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- ALL ROADS, SIDEWALKS, SANITARY SEWER AND STORMWATER FACILITIES DESIGNATED AS PRIVATE HEREON ARE SPECIFICALLY SET ASIDE FOR THE USE OF THE PROPERTY OWNERS AND IN NO WAY CONSTITUTE A DEDICATION TO THE GENERAL PUBLIC OR TO THE CITY, IT BEING SPECIFICALLY UNDERSTOOD THAT NO OBLIGATION IS IMPOSED UPON THE CITY FOR MAINTENANCE OR IMPROVEMENT OF SUCH STREETS AND UTILITIES.
- THE DRAINAGE MAINTENANCE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1743, PAGE 2332 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA IS UNABLE TO BE SHOWN GRAPHICALLY BUT WILL REMAIN.

LEGEND

- PG = PAGE
- ALR = NOT RADIAL
- R/W = RIGHT-OF-WAY
- DR = LICENSED BUSINESS
- P.O.B. = POINT OF BEGINNING
- U.E. = UTILITY EASEMENT
- D.E. = DRAINAGE EASEMENT
- P.R.M. = PERMANENT REFERENCE MONUMENT
- D.U.E. = DRAINAGE & UTILITY EASEMENT
- O.R.B. = OFFICIAL RECORDS BOOK
- F.C.M. = FACING CONCRETE MONUMENT
- P.C.P. = PERMANENT CONTROL POINT
- INDICATES PERMANENT REFERENCE MONUMENT. SET 4" CONCRETE MONUMENT MARKED P.R.M., L.B. - 6334
- ⊠ INDICATES FOUND 4"x4" CONCRETE MONUMENT (NO IDENTIFICATION)
- INDICATES LOT/TRACT CORNER OR CHANGE IN DIRECTION.
- INDICATES INDICES PERMANENT CONTROL POINT. SET 4"x4" RIG. & DUM P.C.P. LB 8734

TIME TABLE

| TIME | DATE | TIME | DATE |
|----------|------------|----------|------------|
| 10:00 AM | 10/15/2024 | 10:00 AM | 10/15/2024 |
| 11:00 AM | 10/15/2024 | 11:00 AM | 10/15/2024 |
| 12:00 PM | 10/15/2024 | 12:00 PM | 10/15/2024 |
| 1:00 PM | 10/15/2024 | 1:00 PM | 10/15/2024 |
| 2:00 PM | 10/15/2024 | 2:00 PM | 10/15/2024 |
| 3:00 PM | 10/15/2024 | 3:00 PM | 10/15/2024 |
| 4:00 PM | 10/15/2024 | 4:00 PM | 10/15/2024 |
| 5:00 PM | 10/15/2024 | 5:00 PM | 10/15/2024 |
| 6:00 PM | 10/15/2024 | 6:00 PM | 10/15/2024 |
| 7:00 PM | 10/15/2024 | 7:00 PM | 10/15/2024 |
| 8:00 PM | 10/15/2024 | 8:00 PM | 10/15/2024 |
| 9:00 PM | 10/15/2024 | 9:00 PM | 10/15/2024 |
| 10:00 PM | 10/15/2024 | 10:00 PM | 10/15/2024 |
| 11:00 PM | 10/15/2024 | 11:00 PM | 10/15/2024 |
| 12:00 AM | 10/15/2024 | 12:00 AM | 10/15/2024 |

CURVE TABLE

| STATION | CHORD BEARING | CHORD DISTANCE | CHORD BEARING | CHORD DISTANCE |
|----------|---------------|----------------|---------------|----------------|
| 1+00.00 | S 88°29'16" E | 100.00 | S 88°29'16" E | 100.00 |
| 1+40.00 | S 88°29'16" E | 140.00 | S 88°29'16" E | 140.00 |
| 1+80.00 | S 88°29'16" E | 180.00 | S 88°29'16" E | 180.00 |
| 2+20.00 | S 88°29'16" E | 220.00 | S 88°29'16" E | 220.00 |
| 2+60.00 | S 88°29'16" E | 260.00 | S 88°29'16" E | 260.00 |
| 3+00.00 | S 88°29'16" E | 300.00 | S 88°29'16" E | 300.00 |
| 3+40.00 | S 88°29'16" E | 340.00 | S 88°29'16" E | 340.00 |
| 3+80.00 | S 88°29'16" E | 380.00 | S 88°29'16" E | 380.00 |
| 4+20.00 | S 88°29'16" E | 420.00 | S 88°29'16" E | 420.00 |
| 4+60.00 | S 88°29'16" E | 460.00 | S 88°29'16" E | 460.00 |
| 5+00.00 | S 88°29'16" E | 500.00 | S 88°29'16" E | 500.00 |
| 5+40.00 | S 88°29'16" E | 540.00 | S 88°29'16" E | 540.00 |
| 5+80.00 | S 88°29'16" E | 580.00 | S 88°29'16" E | 580.00 |
| 6+20.00 | S 88°29'16" E | 620.00 | S 88°29'16" E | 620.00 |
| 6+60.00 | S 88°29'16" E | 660.00 | S 88°29'16" E | 660.00 |
| 7+00.00 | S 88°29'16" E | 700.00 | S 88°29'16" E | 700.00 |
| 7+40.00 | S 88°29'16" E | 740.00 | S 88°29'16" E | 740.00 |
| 7+80.00 | S 88°29'16" E | 780.00 | S 88°29'16" E | 780.00 |
| 8+20.00 | S 88°29'16" E | 820.00 | S 88°29'16" E | 820.00 |
| 8+60.00 | S 88°29'16" E | 860.00 | S 88°29'16" E | 860.00 |
| 9+00.00 | S 88°29'16" E | 900.00 | S 88°29'16" E | 900.00 |
| 9+40.00 | S 88°29'16" E | 940.00 | S 88°29'16" E | 940.00 |
| 9+80.00 | S 88°29'16" E | 980.00 | S 88°29'16" E | 980.00 |
| 10+20.00 | S 88°29'16" E | 1020.00 | S 88°29'16" E | 1020.00 |
| 10+60.00 | S 88°29'16" E | 1060.00 | S 88°29'16" E | 1060.00 |
| 11+00.00 | S 88°29'16" E | 1100.00 | S 88°29'16" E | 1100.00 |
| 11+40.00 | S 88°29'16" E | 1140.00 | S 88°29'16" E | 1140.00 |
| 11+80.00 | S 88°29'16" E | 1180.00 | S 88°29'16" E | 1180.00 |
| 12+20.00 | S 88°29'16" E | 1220.00 | S 88°29'16" E | 1220.00 |
| 12+60.00 | S 88°29'16" E | 1260.00 | S 88°29'16" E | 1260.00 |
| 13+00.00 | S 88°29'16" E | 1300.00 | S 88°29'16" E | 1300.00 |
| 13+40.00 | S 88°29'16" E | 1340.00 | S 88°29'16" E | 1340.00 |
| 13+80.00 | S 88°29'16" E | 1380.00 | S 88°29'16" E | 1380.00 |
| 14+20.00 | S 88°29'16" E | 1420.00 | S 88°29'16" E | 1420.00 |
| 14+60.00 | S 88°29'16" E | 1460.00 | S 88°29'16" E | 1460.00 |
| 15+00.00 | S 88°29'16" E | 1500.00 | S 88°29'16" E | 1500.00 |
| 15+40.00 | S 88°29'16" E | 1540.00 | S 88°29'16" E | 1540.00 |
| 15+80.00 | S 88°29'16" E | 1580.00 | S 88°29'16" E | 1580.00 |
| 16+20.00 | S 88°29'16" E | 1620.00 | S 88°29'16" E | 1620.00 |
| 16+60.00 | S 88°29'16" E | 1660.00 | S 88°29'16" E | 1660.00 |
| 17+00.00 | S 88°29'16" E | 1700.00 | S 88°29'16" E | 1700.00 |
| 17+40.00 | S 88°29'16" E | 1740.00 | S 88°29'16" E | 1740.00 |
| 17+80.00 | S 88°29'16" E | 1780.00 | S 88°29'16" E | 1780.00 |
| 18+20.00 | S 88°29'16" E | 1820.00 | S 88°29'16" E | 1820.00 |
| 18+60.00 | S 88°29'16" E | 1860.00 | S 88°29'16" E | 1860.00 |
| 19+00.00 | S 88°29'16" E | 1900.00 | S 88°29'16" E | 1900.00 |
| 19+40.00 | S 88°29'16" E | 1940.00 | S 88°29'16" E | 1940.00 |
| 19+80.00 | S 88°29'16" E | 1980.00 | S 88°29'16" E | 1980.00 |
| 20+20.00 | S 88°29'16" E | 2020.00 | S 88°29'16" E | 2020.00 |
| 20+60.00 | S 88°29'16" E | 2060.00 | S 88°29'16" E | 2060.00 |
| 21+00.00 | S 88°29'16" E | 2100.00 | S 88°29'16" E | 2100.00 |
| 21+40.00 | S 88°29'16" E | 2140.00 | S 88°29'16" E | 2140.00 |
| 21+80.00 | S 88°29'16" E | 2180.00 | S 88°29'16" E | 2180.00 |
| 22+20.00 | S 88°29'16" E | 2220.00 | S 88°29'16" E | 2220.00 |
| 22+60.00 | S 88°29'16" E | 2260.00 | S 88°29'16" E | 2260.00 |
| 23+00.00 | S 88°29'16" E | 2300.00 | S 88°29'16" E | 2300.00 |
| 23+40.00 | S 88°29'16" E | 2340.00 | S 88°29'16" E | 2340.00 |
| 23+80.00 | S 88°29'16" E | 2380.00 | S 88°29'16" E | 2380.00 |
| 24+20.00 | S 88°29'16" E | 2420.00 | S 88°29'16" E | 2420.00 |
| 24+60.00 | S 88°29'16" E | 2460.00 | S 88°29'16" E | 2460.00 |
| 25+00.00 | S 88°29'16" E | 2500.00 | S 88°29'16" E | 2500.00 |
| 25+40.00 | S 88°29'16" E | 2540.00 | S 88°29'16" E | 2540.00 |
| 25+80.00 | S 88°29'16" E | 2580.00 | S 88°29'16" E | 2580.00 |
| 26+20.00 | S 88°29'16" E | 2620.00 | S 88°29'16" E | 2620.00 |
| 26+60.00 | S 88°29'16" E | 2660.00 | S 88°29'16" E | 2660.00 |
| 27+00.00 | S 88°29'16" E | 2700.00 | S 88°29'16" E | 2700.00 |
| 27+40.00 | S 88°29'16" E | 2740.00 | S 88°29'16" E | 2740.00 |
| 27+80.00 | S 88°29'16" E | 2780.00 | S 88°29'16" E | 2780.00 |
| 28+20.00 | S 88°29'16" E | 2820.00 | S 88°29'16" E | 2820.00 |
| 28+60.00 | S 88°29'16" E | 2860.00 | S 88°29'16" E | 2860.00 |
| 29+00.00 | S 88°29'16" E | 2900.00 | S 88°29'16" E | 2900.00 |
| 29+40.00 | S 88°29'16" E | 2940.00 | S 88°29'16" E | 2940.00 |
| 29+80.00 | S 88°29'16" E | 2980.00 | S 88°29'16" E | 2980.00 |
| 30+20.00 | S 88°29'16" E | 3020.00 | S 88°29'16" E | 3020.00 |
| 30+60.00 | S 88°29'16" E | 3060.00 | S 88°29'16" E | 3060.00 |
| 31+00.00 | S 88°29'16" E | 3100.00 | S 88°29'16" E | 3100.00 |
| 31+40.00 | S 88°29'16" E | 3140.00 | S 88°29'16" E | 3140.00 |
| 31+80.00 | S 88°29'16" E | 3180.00 | S 88°29'16" E | 3180.00 |
| 32+20.00 | S 88°29'16" E | 3220.00 | S 88°29'16" E | 3220.00 |
| 32+60.00 | S 88°29'16" E | 3260.00 | S 88°29'16" E | 3260.00 |
| 33+00.00 | S 88°29'16" E | 3300.00 | S 88°29'16" E | 3300.00 |
| 33+40.00 | S 88°29'16" E | 3340.00 | S 88°29'16" E | 3340.00 |
| 33+80.00 | S 88°29'16" E | 3380.00 | S 88°29'16" E | 3380.00 |
| 34+20.00 | S 88°29'16" E | 3420.00 | S 88°29'16" E | 3420.00 |
| 34+60.00 | S 88°29'16" E | 3460.00 | S 88°29'16" E | 3460.00 |
| 35+00.00 | S 88°29'16" E | 3500.00 | S 88°29'16" E | 3500.00 |
| 35+40.00 | S 88°29'16" E | 3540.00 | S 88°29'16" E | 3540.00 |
| 35+80.00 | S 88°29'16" E | 3580.00 | S 88°29'16" E | 3580.00 |
| 36+20.00 | S 88°29'16" E | 3620.00 | S 88°29'16" E | 3620.00 |
| 36+60.00 | S 88°29'16" E | 3660.00 | S 88°29'16" E | 3660.00 |
| 37+00.00 | S 88°29'16" E | 3700.00 | S 88°29'16" E | 3700.00 |
| 37+40.00 | S 88°29'16" E | 3740.00 | S 88°29'16" E | 3740.00 |
| 37+80.00 | S 88°29'16" E | 3780.00 | S 88°29'16" E | 3780.00 |
| 38+20.00 | S 88°29'16" E | 3820.00 | S 88°29'16" E | 3820.00 |
| 38+60.00 | S 88°29'16" E | 3860.00 | S 88°29'16" E | 3860.00 |
| 39+00.00 | S 88°29'16" E | 3900.00 | S 88°29'16" E | 3900.00 |
| 39+40.00 | S 88°29'16" E | 3940.00 | S 88°29'16" E | 3940.00 |
| 39+80.00 | S 88°29'16" E | 3980.00 | S 88°29'16" E | 3980.00 |
| 40+20.00 | S 88°29'16" E | 4020.00 | S 88°29'16" E | 4020.00 |
| 40+60.00 | S 88°29'16" E | 4060.00 | S 88°29'16" E | 4060.00 |
| 41+00.00 | S 88°29'16" E | 4100.00 | S 88°29'16" E | 4100.00 |
| 41+40.00 | S 88°29'16" E | 4140.00 | S 88°29'16" E | 4140.00 |
| 41+80.00 | S 88°29'16" E | 4180.00 | S 88°29'16" E | 4180.00 |
| 42+20.00 | S 88°29'16" E | 4220.00 | S 88°29'16" E | 4220.00 |
| 42+60.00 | S 88°29'16" E | 4260.00 | S 88°29'16" E | 4260.00 |
| 43+00.00 | S 88°29'16" E | 4300.00 | S 88°29'16" E | 4300.00 |
| 43+40.00 | S 88°29'16" E | 4340.00 | S 88°29'16" E | 4340.00 |
| 43+80.00 | S 88°29'16" E | 4380.00 | S 88°29'16" E | 4380.00 |
| 44+20.00 | S 88°29'16" E | 4420.00 | S 88°29'16" E | 4420.00 |
| 44+60.00 | S 88°29'16" E | 4460.00 | S 88°29'16" E | 4460.00 |
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| 49+00.00 | S 88°29'16" E | 4900.00 | S 88°29'16" E | 4900.0 |

ABERDEEN OAKS SUBDIVISION

A PORTION OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, CITY OF DUNEDIN, PINELLAS COUNTY, FLORIDA

PLAT BOOK
PAGE



0' 40' 80'
SCALE: 1" = 40'

NOTES

1. CALCULATIONS ARE SHOWN IN THIS PLAT AND THIS PLAT IS FOR THE PURPOSE STATED.
2. BEARINGS SHOWN HEREIN ARE BASED ON AN ASSUMED BEARING OF SOUTH 88°29'16" EAST FOR THE SOUTH RIGHT-OF-WAY LINE OF VICTORIA STREET (COUNTY ROAD 34).
3. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED BY ANY OTHER DRAWING OR SPECIAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL INSTRUCTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
4. ALL SIDE LOT LINES ARE PARALLEL TO THE FRONT LOT LINE UNLESS NOTED BY (P.R.) WHICH INDICATES A SIDE LOT LINE BEING NON-PARALLEL.
5. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE ESSENTIALS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES. PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF ANY ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
6. ALL ROADS, SIDEWALKS, SANITARY GENERS AND SEWERAGE FACILITIES DESIGNATED AS PRIVATE HEREON ARE SPECIFICALLY SET ASIDE FOR THE USE BY THE PROPERTY OWNERS AND IN NO WAY CONSTITUTE A DEDICATION TO THE GENERAL PUBLIC OR TO THE CITY, IT BEING SPECIFICALLY UNDERSTOOD THAT NO DEDICATION IS IMPOSED UPON THE CITY, FOR MAINTENANCE OR IMPROVEMENT OF SUCH STREETS AND UTILITIES.
7. THE DRAINAGE EASEMENTS DESCRIBED IN OFFICIAL RECORDS BOOK 16743 PAGE 2337 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA IS UNABLE TO BE SHOWN GRAPHICALLY BUT WILL REMAIN.

LEGEND

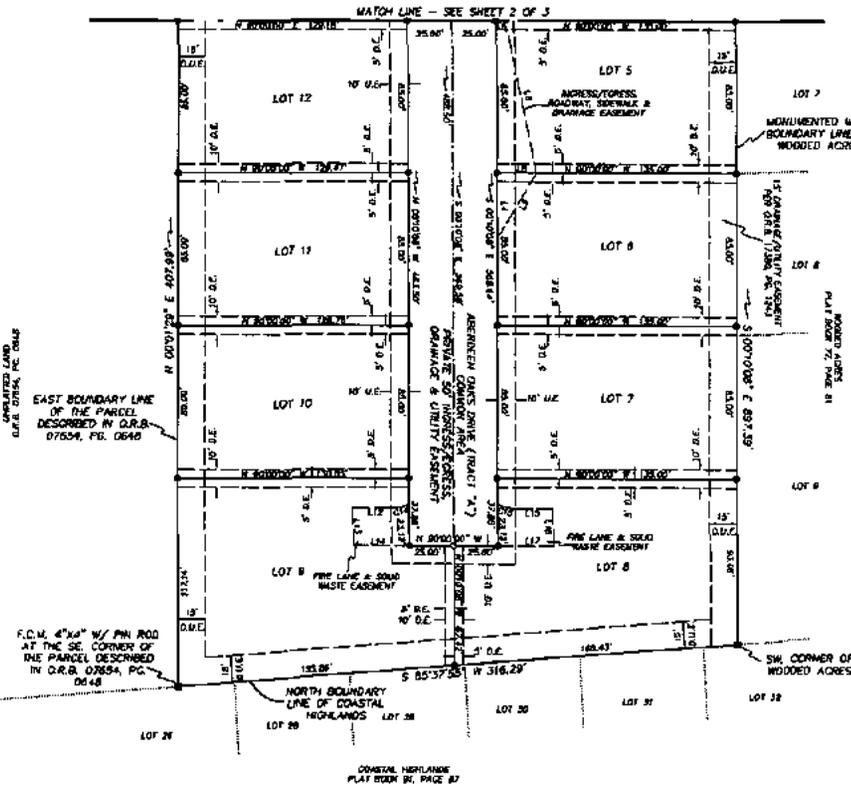
- PG. = PAGE
- N.R. = NOT RADIAL
- R.O.W. = RIGHT-OF-WAY
- L.B. = LICENSED BUSINESS
- P.O.B. = POINT OF BEGINNING
- U.E. = UTILITY EASEMENT
- D.E. = DRAINAGE EASEMENT
- P.R.A. = PERMANENT REFERENCE MONUMENT
- D.U.E. = DRAINAGE & UTILITY EASEMENT
- D.R.B. = OFFICIAL RECORDS BOOK
- F.C.M. = FOUND CONCRETE MONUMENT
- P.C.P. = PERMANENT CONTROL POINT

■ INDICATES PERMANENT REFERENCE MONUMENT
SET 4" X 4" CONCRETE MONUMENT
MARKED: P.R.M. L.B. - 6734

□ INDICATES FOUND 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION)

● INDICATES LOT/TRACT CORNER OR CHANGE IN DIRECTION

○ INDICATES PERMANENT CONTROL POINT
SET AND NMC & DISK P.C.P. LB 6734



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RESOLUTION 17-50

A RESOLUTION OF THE CITY OF DUNEDIN, FL, AMENDING THE OPERATING AND CAPITAL BUDGETS FOR THE CITY OF DUNEDIN, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the City Commission has considered pertinent facts and data relative to municipal finance status and needs; and

WHEREAS, Florida Statute 166.241(4) provides for a municipality to amend its budget at any time during the fiscal year or within 60 days following the end of the fiscal year; and

WHEREAS, the City Commission desires to revise the FY 2017 Operating and Capital Budget; now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, DULY ASSEMBLED THAT:

Section 1. This Budget Amendment Resolution provides for budget transfers between funds and projects, and for various adjusting entries, as follows:

1. Appropriation of expenditures in the General Fund resulting in a decrease in fund balance of \$23,810.
2. Appropriation of expenditures in the Building Fund resulting in no net impact to fund balance.
3. Appropriation of expenditures in the Impact Fee Fund resulting in a decrease in fund balance of \$978,074.
4. Appropriation of revenues and expenditures in the Penny Fund resulting in an increase in fund balance of \$968,174.
5. Appropriation of expenses in the Risk Safety Fund resulting in a decrease in fund balance of \$15,614.
6. Appropriation of expenses in the Solid Waste Fund resulting in a decrease in fund balance of \$33,842.
7. Appropriation of revenues in the Fleet Fund resulting in an increase in fund balance of \$33,842.
8. Appropriation of revenues in the Water / Wastewater Fund resulting in an increase in fund balance of \$9,900.

Section 2. Necessary accounting entries to affect these changes are detailed in Exhibit A.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 14th day of November, 2017.


Julie Ward Bujalski
Mayor

ATTEST:


Denise Kirkpatrick
City Clerk

RESOLUTION 17-51

A RESOLUTION OF THE CITY OF DUNEDIN, FLORIDA, PROVIDING THE OFFICIAL RESULTS OF THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 7, 2017; PROVIDING FOR READING BY TITLE ONLY; AND BY PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the Dunedin City Charter, Article V (Elections), Section 5.04 (Election Ordinance), the Dunedin regular municipal election was conducted in accordance with Ordinance 17-18, calling for said election; and

WHEREAS, the City Clerk has submitted the returns of said election and the canvass thereof; and

WHEREAS, the returns of said election and the canvass thereof show the votes cast as follows, to wit:

| | |
|---|---|
| City of Dunedin No. 1 Charter Amendment | |
| Amends Charter to change date when Vice-Mayor is selected by City Commission | |
| Shall Section 3.05 of the City Charter be amended to change the date when the Vice-Mayor is selected by the City Commission from the first meeting after the election to the first regular meeting in December? | |
| YES <u>4,487</u> 76.54% | NO <u>1,375</u> 23.46% Total <u>5,862</u> |
| City of Dunedin No. 2 Charter Amendment | |
| Amends Charter to change timeframe when special election is held after vacancy on City Commission | |
| Shall Section 3.06(d) of the City Charter be amended to change the requirement of a special election being held within one hundred eighty (180) days, instead of ninety (90) days if a vacancy on the City Commission occurs? | |
| YES <u>3,208</u> 54.35% | NO <u>2,695</u> 45.65% Total <u>5,903</u> |

| | |
|--|--|
| City of Dunedin No. 3 Charter Amendment | |
| Amends Charter to require forty-eight (48) hours' notice for Special Commission meetings Shall Section 3.08(a) of the City Charter be amended to require, whenever practicable, that no less than forty-eight (48) hours' notice be given for Special Commission meetings instead of twelve (12) hours? YES <u>5,368</u> 91.90% NO <u>473</u> 8.10% Total <u>5,841</u> | |
| City of Dunedin No. 4 Charter Amendment | |
| Amends title of Section 5.01 of the Charter Shall the title of Section 5.01 of the City Charter be amended from the title of Elections to the title of Electors? YES <u>3,657</u> 65.15% NO <u>1,956</u> 34.85% Total <u>5,613</u> | |
| City of Dunedin No. 5 Charter Amendment | |
| Amends Charter to require the City Commission to establish a code of ethics Shall Section 6.04 of the City Charter be amended to make it mandatory that the City Commission establish a code of ethics for elected officials and employees of the City? YES <u>5,470</u> 93.19% NO <u>400</u> 6.81% Total <u>5,870</u> | |

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY and regularly ASSEMBLED:

SECTION 1: That the City Commission does hereby declare and certify that the five (5) Charter Amendments were passed and the Charter is duly amended.

SECTION 2. That this Resolution shall take effect immediately upon passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 5th day of December, 2017.



Julie Ward Bujalski
Mayor

ATTEST:



Denise M. Kirkpatrick
City Clerk

RESOLUTION 17-52

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DUNEDIN APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LICENSE AGREEMENT BETWEEN THE CITY OF DUNEDIN ("CITY") AND ROGERS BLUE JAYS BASEBALL PARTNERSHIP ("BLUE JAYS"); APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT FOR THE CONSTRUCTION AND RENOVATION OF THE DUNEDIN SPRING TRAINING FACILITIES BETWEEN THE CITY AND THE BLUE JAYS; AUTHORIZING THE CONTRIBUTION OF \$5,663,000 TOWARD THE COST OF IMPROVEMENTS TO THE CITY'S SPRING TRAINING FACILITIES AND THE DEDICATION OF APPROXIMATELY 31.1 ACRES OF THE VANECH RECREATIONAL COMPLEX FOR THE EXPANSION OF THE DUNEDIN SPRING TRAINING FACILITIES; AUTHORIZING APPROPRIATE CITY OFFICERS TO TAKE FURTHER ACTION REQUIRED TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the history of Major League Baseball (MLB) in Dunedin began in 1977 when the expansion team Toronto Blue Jays flew south for their first Grapefruit League season; and

WHEREAS, Dunedin has been the site for every Toronto Blue Jays Spring Training season since 1977, making the Toronto Blue Jays the only major league franchise to have never changed Spring Training cities; and

WHEREAS, the Toronto Blue Jays' Spring Training activities have provided significant positive economic impact to Dunedin since 1977; and

WHEREAS, the current License Agreement with the Toronto Blue Jays has been in place since December 15, 2000 and currently extends until December 31, 2019 subject to annual renewal options; and

WHEREAS, on April 4, 2013, the Dunedin City Commission adopted Resolution 13-16, confirming its commitment to keep the Toronto Blue Jays Spring Training in the City of Dunedin; and

WHEREAS, the Toronto Blue Jays have requested the redevelopment, expansion and renovation of the Dunedin Stadium, Cecil P. Englebert Recreational Complex and the Vanech Recreation Complex (collectively, the

"Dunedin Spring Training Facilities") at a project cost of approximately \$81 million; and

WHEREAS, on October 6, 2016, the Dunedin City Commission adopted Resolution 16-26, authorizing staff to apply for funding through the Florida Department of Economic Opportunity and the Pinellas County Tourist Development Council to pay a portion of the costs for improvements to the Dunedin Spring Training Facilities; and

WHEREAS, in order to apply for State of Florida funding pursuant to Section 288.11631, Florida Statutes, the City and the Toronto Blue Jays have to approve and enter into a new License Agreement (the "2017 License Agreement"), the form of which is attached hereto as Exhibit "A," which provides for a term at least equal to the term of the requested State funding; and

WHEREAS, in order to comply with the application process set forth in Section 288.11631, Florida Statutes, the City and the Toronto Blue Jays have to approve and enter into an Agreement for the Construction and Renovation of the Dunedin Spring Training Facilities (the "Agreement for Construction and Renovation") in order to demonstrate the required local match of funding sources for the costs of the renovation and expansion of the Dunedin Spring Training Facilities; and

WHEREAS, the City desires to approve the forms of the 2017 License Agreement and the Agreement for Construction and Renovation, and to authorize the execution and delivery thereof; and

WHEREAS, the City further wants to confirm its contribution to the costs of the improvements and renovations to the Dunedin Spring Training Facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY ASSEMBLED:

Section 1. That the foregoing recitals are hereby incorporated into this Resolution as if fully set forth herein.

Section 2. That the 2017 License Agreement, substantially in the form attached hereto as Exhibit "A" is hereby approved, and the Mayor, or in her absence the Vice-Mayor and the City Manager, or in her absence, the Deputy City Manager, are hereby authorized and directed to execute and deliver, and the City Clerk is hereby authorized and directed to attest, the 2017 License Agreement on behalf of the City, upon the approval as to form by the City Attorney, with such changes, insertions and omissions as may be approved by the Mayor, the Vice-Mayor, the City Manager, the Deputy City Manager, the City Clerk and the City Attorney; their execution of the License Agreement shall constitute conclusive evidence of such approval.

Section 3. That the Agreement for Construction and Renovation, substantially in the form attached hereto as Exhibit "B" is hereby approved, and the Mayor, or in her absence the Vice-Mayor and the City Manager, or in her absence, the Deputy City Manager, are hereby authorized and directed to execute and deliver, and the City Clerk is hereby authorized and directed to attest, the Agreement for Construction and Renovation on behalf of the City, upon the approval as to form by the City Attorney, with such changes, insertions and omissions as may be approved by the Mayor, the Vice-Mayor, the City Manager, the Deputy City Manager, the City Clerk and the City Attorney; their execution of the Agreement for Construction and Renovation shall constitute conclusive evidence of such approval.

Section 4. That the City confirms and ratifies its agreement to contribute \$5,663,000 toward the cost of the improvements to the Dunedin Spring Training Facilities, and to dedicate approximately 31.1 acres of the Vanech Recreation Complex to the expansion of the Dunedin Spring Training Facilities, in accordance with the 2017 License Agreement and the Agreement for Construction and Renovation, and to undertake its obligations under the 2017 License Agreement and the Agreement for Construction and Renovation, to apply for funding from the Florida Department of Economic Opportunity for a Certified Retained Spring Training Facility, to finalize the terms of the contribution from Pinellas County in the amount of \$41,700,000, to undertake the procurement of necessary professions and construction related services necessary for the design and construction of the improvements to the Dunedin Spring Training Facilities.

Section 5. That the Mayor or Vice Mayor, the City Manager or the Deputy City Manager, the City Attorney, the Finance Director, their designee or any other appropriate officers of the City are hereby authorized and directed to proceed with the completion and filing of an application (the "Application") with the Florida Department of Economic Opportunity ("DEO") to have the Dunedin Spring Training Facilities Certified as a Retained Spring Training Facility as contemplated by the License Agreement and the Agreement for Construction and Renovation, and in connection therewith, to execute any and all applications, certifications or other instruments or documents required by DEO, the License Agreement or the Agreement for Construction and Renovation, or any other document referred to above as a prerequisite or precondition to the submission of the Application to DEO, and any such representation made therein shall be deemed to be made on behalf of the City. All action taken to date by the officers of the City in furtherance of the Application to DEO is hereby approved, confirmed and ratified. It is expressly understood by the Commission that prior to the formal submission of the application to DEO, the City will have received from Pinellas County a commitment to provide a \$41,700,000 contribution to the construction, expansion and renovation of the Dunedin Spring Training Facilities.

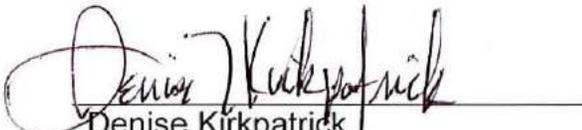
Section 6. That this Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY
OF DUNEDIN, FLORIDA, THIS 2nd day of November, 2017.




Julie Ward Bujalski
Mayor

ATTEST:


Denise Kirkpatrick
City Clerk

RESOLUTION 17-52

EXHIBIT "A"

2017 LICENSE AGREEMENT

**CITY OF DUNEDIN AND TORONTO BLUE JAYS
LICENSE AGREEMENT**

THIS CITY OF DUNEDIN AND TORONTO BLUE JAYS LICENSE AGREEMENT (the “**Agreement**”), made and entered into this 2nd day of November, 2017 by and between the **CITY OF DUNEDIN, FLORIDA**, a municipal corporation of the State of Florida (hereinafter referred to as the “**City**”) and **ROGERS BLUE JAYS BASEBALL PARTNERSHIP**, an Ontario, Canada general partnership (hereinafter referred to as the “**Club**”).

WITNESSETH

WHEREAS, the City owns a baseball stadium (the “**Stadium**”), office building, dedicated parking facilities and other appurtenances and improvements located at or near the municipal address of 373 Douglas Avenue, Dunedin, as well as the 12 acre site upon which the same are located, all of which is described and / or illustrated on Exhibit “A” attached hereto, (collectively, the “**Grant Field Facilities**”);

AND WHEREAS, the City owns, as of the Effective Date, a recently constructed building containing offices, clubhouses and training facilities (the “**New Training Center**”), six (6) full-sized professional baseball practice fields, two (2) professional baseball “half” fields, one (1) open-air agility field, one (1) roofed agility field, one (1) inclined agility field, two (2) permanent roofed buildings containing professional baseball batting tunnels, dedicated parking facilities and other appurtenances and improvements located at or near the municipal address of 3031 Garrison Road, Dunedin, as well as the 27.4 acre site (the “**Englebert Site**”) and the 31.1 acre site (the “**Vanech Site**”) upon which all of same are situated, all of which is described and / or illustrated on Exhibit “B” attached hereto (collectively, the “**Complex Facilities**”);

AND WHEREAS, the parties desire to enter into a “Spring Training Facility Development Agreement” (the “**Development Agreement**”), which will set forth the relative roles and responsibilities of both the City and the Club in connection with the planning, design, funding, financing and construction of certain renovations, expansions of and/or additions to the Dunedin Facilities (the “**Improvements**”), which Improvements are more particularly described in Exhibit “C” attached hereto. By way of illustration, it is anticipated that the Development Agreement will specify the City’s responsibility to enter into the final agreements with engineers, architects, general contractors and related professional service providers necessary for the design and construction of the agreed-upon Improvements. Further, the Development Agreement will define the milestone or significant events that are to take place in order to facilitate the development, design, funding, financing and reconstruction of the Dunedin Facilities. In order to outline and summarize the relative roles and responsibilities of both the City and the Club in connection with the Improvements prior to the finalization of the Development Agreement, the City and the Club have entered into that certain agreement for the construction and renovation of the Dunedin spring training facilities effectively dated November 2, 2017 (the “**Preliminary Construction and Renovation Agreement**”), which shall have no further force and effect after the finalization of the Development Agreement. For purposes of this Agreement, any reference to the Development Agreement prior to the Effective Date of this Agreement is intended to include the general terms and conditions set forth in the Preliminary Construction and Renovation Agreement until such time that it is superseded and replaced by the Development Agreement;

AND WHEREAS, the parties recognize that this Agreement is being prepared in advance of the Development Agreement and that this Agreement is being drafted as if the Development Agreement were in place since that is a condition precedent to the effective date of this Agreement;

AND WHEREAS, the Club owns and operates the Major League Baseball team known as the *Toronto Blue Jays*® (the “**Major League Team**”) and desires to contract with the City for training and playing facilities for the Major League Team and to commence using the Dunedin Facilities pursuant to this Agreement as of the Effective Date (as defined below);

AND WHEREAS, the Club owns and operates the “A” level Minor League Baseball team known as the *Dunedin Blue Jays*® (which team is a member of the Florida State League) (the “**Minor League Team**”) and desires to contract with the City for training and playing facilities for the Minor League Team and to commence using the Dunedin Facilities pursuant to this Agreement as of the Effective Date;

AND WHEREAS, the Club desires to license the Grant Field Facilities for the purpose of conducting Major League Team exhibition games during the Spring Training Season (defined below) and Florida State League Games and to maintain thereon permanent office and clubhouse facilities on a year-round basis, all in accordance with this Agreement;

AND WHEREAS, the Club desires to license the Complex Facilities for the purpose of training its Major League and Minor League players during the Spring Training Season (defined below) and for Additional Club Activities (as defined below) and to maintain thereon permanent office and clubhouse facilities on a year-round basis, all in accordance with this Agreement;

AND WHEREAS, the Club wishes to share the Complex Facilities and Grant Field Facilities with the City, with such uses for public purposes to be scheduled and utilized by the City and other public user groups pursuant to the provisions of this Agreement;

AND WHEREAS, the City agrees to license the Grant Field Facilities and the Complex Facilities to the Club in consideration of certain obligations set forth herein, including without limitation, certain payments from the Club to the City;

AND WHEREAS, the parties have previously entered into that certain license agreement dated December 15, 2000 as amended by the First Amendment dated January 10, 2002 and as further amended by the Second Amendment dated April 20, 2017 (collectively, the “**Existing Agreements**”);

AND WHEREAS, the Existing Agreements presently expire December 31, 2019 with Club options to extend for up to three (3) additional one (1) year periods, provided the Club provides notice to the City of such election in accordance with the terms of the Existing Agreements;

AND WHEREAS, the parties desire to enter into this Agreement to replace all Existing Agreements now existing between them effective as of the Effective Date;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and in consideration of the payments to be made hereunder and the obligations of the parties to be performed, the City and the Club hereby mutually covenant and agree as follows:

1. **DEFINITIONS.** In this Agreement, unless there is something in the subject matter or context inconsistent therewith:

- (a) **“Adjacent City Building”** is the building identified by the number 13 on Exhibit “B” attached hereto that was previously utilized by the Club for its player-development operations and that is accessible via a driveway entrance on Solon Avenue and located adjacent to the Complex Facilities.
- (b) **“Ad Valorem Taxes”** means any and all ad valorem taxes and property taxes assessed against the Dunedin Facilities by any taxation authority, as well as any other taxes that are calculated or assessed based on the value of the Dunedin Facilities or the buildings or lands forming part of same.
- (c) **“Annual Capital Payment”** shall have the meaning ascribed thereto in subsection 27(a) of this Agreement.
- (d) **“Annual License Fee”** shall have the meaning ascribed thereto in subsection 27(b) of this Agreement.
- (e) **“Annual Naming Rights Revenues”** is the amount of Naming Rights Revenues attributable to a specific calendar year of the Term. Where the Club grants a third party naming rights to one or more of the Nameable Properties and is paid a specified annual amount of Naming Rights Revenues in connection with such grant of naming rights, then such annual amount will be the Annual Naming Rights Revenues for the purposes hereof. Where the Club instead receives a single specified lump sum amount of Naming Rights Revenues in return for the grant of naming rights to a third party then the amount of Annual Naming Rights Revenues will be deemed to be equal to the lump sum amount of Naming Rights Revenues divided by the number of calendar years to which it applies.
- (f) **“Additional Club Activities”** shall have the meaning ascribed thereto in subsection 3(c) of this Agreement.
- (g) **“Annual Naming Rights Revenues”** shall have the meaning ascribed thereto in Section 20 of this Agreement.
- (h) **“Base Field Maintenance Activities”** shall have the meaning ascribed thereto in subsection 8(f) of this Agreement.
- (i) **“BOC”** or **“Office of the Commissioner of Baseball”** means the Office of the Commissioner of Baseball, an unincorporated association comprised of the Major League Clubs who are party to the Major League Constitution, and any successor organization thereto.

- (j) **“Capital Replacement”** means in accordance with the practice observed by prudent owners of facilities similar to the Dunedin Facilities, as and when required, the replacement of structural elements or improvements that enhance the underlying asset value of the Dunedin Facilities, or improvements that restore or increase the useful life of the Dunedin Facilities. These elements and improvements shall include, but shall not be limited to the following: (i) structural portions of the facilities, including but not limited to load-bearing walls; (ii) roof; (iii) seating (but only if more than twenty five (25) adjacent or proximate seats needs repair or replacement), railings, stairs or vomitoria; (iv) parking areas; (v) Scoreboards / Videoboards; (vi) mechanical, electrical and plumbing systems; (vii) HVAC systems and their components; and (viii) walls, gates and fences securing the Dunedin Facilities. This definition also includes replacement of material portions, to the extent necessary, of the following: lighting systems (but not individual fixtures or bulbs); electrical systems (but not individual lines or fixtures); and plumbing systems (but not pipes connecting to fixtures or individual fixtures). Not included in this definition is any damage required to be repaired by the City pursuant to Section 24 following a Casualty Event or any damage caused by an act or the negligence of the Club or the City, or their respective employees, agents, invitees, subtenants, licensees, assignees, or contractors. This definition shall not include Maintenance or Repairs in or upon the Dunedin Facilities which are not, in accordance with generally accepted accounting practices, generally understood to be of a capital nature in accordance with Internal Revenue Service Publication 523 (or similar provisions).
- (k) **“Capital Replacement Fund”** shall have the meaning ascribed thereto in Section 33 of this Agreement.
- (l) **“Capital Replacement Surcharge”** shall have the meaning ascribed thereto in subsection 12(d) of this Agreement.
- (m) **“Casualty Event”** shall have the meaning ascribed thereto in subsection 24(a) of this Agreement.
- (n) **“Casualty Event Interference”** shall have the meaning ascribed thereto in subsection 24(f) of this Agreement.
- (o) **“City Contribution”** shall mean the sum of \$5,663,000 (net present value) to be used toward the Improvements.
- (p) **“City Events”** shall have the meaning ascribed thereto in subsection 7(a) of this Agreement.
- (q) **“City Meeting”** will have the meaning ascribed thereto in subsection 4(b) of this Agreement.
- (r) **“City Group”** means the City, along with its elected representatives, officers, directors, contractors, employees, volunteers, and agents.
- (s) **“Club Activities”** means all Home Major League Team ST Games, Home Minor League Team Games, and Additional Club Activities but under no circumstances will include any City Event.

- (t) **“Club-Controlled Areas”** shall have the meaning ascribed thereto in Section 4 of this Agreement.
- (u) **“Club Group”** means the Club, along with its corporate affiliates, and each of their respective officers, directors, contractors, employees, volunteers and agents.
- (v) **“Club Repayment Obligation”** shall have the meaning ascribed thereto in subsection 27(a) of this Agreement.
- (w) **“Commissioner of Baseball”** means the Commissioner of Baseball as elected under the Major League Constitution or, in the absence of a Commissioner, any Person succeeding to the powers and duties of the Commissioner pursuant to the Major League Constitution.
- (x) **“Complex Facilities”** shall have the meaning ascribed thereto in the recitals to this Agreement.
- (y) **“Concessions Equipment”** means all of the fixed refrigeration, freezing, cooking, preparation, display and service equipment and supplies forming part of the Concessions Facilities.
- (z) **“Concession Facilities”** means those area(s) designated and used for food and beverage concession operations in accordance with the final construction drawings agreed to by the parties pursuant to the Development Agreement.
- (aa) **“Costs”** means all claims and causes of action (whether threatened or filed), losses, damages, judgments, liabilities, costs or expenses (including reasonable attorneys' fees and other legal costs).
- (bb) **“County”** means Pinellas County, Florida.
- (cc) **“County Contribution”** shall mean the sum of \$41,700,000 (net present value) to be used toward the Improvements.
- (dd) **“Cut-Off Date”** shall have the meaning ascribed thereto in subsection 24(b) of this Agreement.
- (ee) **“Development Agreement”** shall have the meaning ascribed thereto in the recitals to this Agreement.
- (ff) **“Disaster Mitigation Plan”** shall have the meaning ascribed thereto in subsection 24(i) of the Agreement.
- (gg) **“Dunedin Facilities”** means collectively, the Grant Field Facilities and the Complex Facilities.
- (hh) **“Effective Date”** means the last date on which all of the following events have occurred:

- (i) the parties hereto have each executed and delivered this Agreement to the other party,
- (ii) an award of funds has been made to the City by the Florida Department of Economic Opportunity pursuant to Section 288.11631, Florida Statutes, as amended, in an amount not less than \$20,000,000 (i.e. \$1,000,000 per year for a period of 20 years),
- (iii) an award of the County Contribution (relating to a distribution of the County's Tourist Development Tax) has been made to the City by the County pursuant to an Interlocal Agreement or other similar binding instrument,
- (iv) the parties hereto have each negotiated in good faith to finalize and have executed and delivered the Development Agreement to the other party, and
- (v) the Milestone Events described and defined in subsection 1(ddd) of this Agreement have been satisfied, and
- (vi) the parties have received all necessary MLB Approvals.

The foregoing notwithstanding, in the event that all of the above-referenced conditions have not been satisfied by February 15, 2019, or such later date as provided as may be mutually agreed to in writing by the City and the Club, then this Agreement shall not become effective and shall be null and void.

- (ii) "**Englebert Site**" shall have the meaning ascribed thereto in the recitals to this Agreement.
- (jj) "**Enumerated Event**" shall have the meaning ascribed thereto in subsection 32(a) of the Agreement.
- (kk) "**Executive Council**" means the Executive Council of Major League Baseball that is governed by Article III of the Major League Constitution, and any successor body thereto.
- (ll) "**Existing Agreements**" shall have the meaning ascribed thereto in the recitals to this Agreement.
- (mm) "**FF&E**" means such furniture, fixtures, machinery, electronics or equipment located at the Dunedin Facilities, whether same were purchased and placed at the Dunedin Facilities as part of the Project and paid from the Project budget, or installed by or on behalf of the Club subsequent to the Effective Date.
- (nn) "**Florida State League Season**" means the period of approximately April 1 to September 15 of each year, inclusive, and "**Florida State League games**" means all of the Minor League Team's home games at the Dunedin Facilities during the Florida State League Season.
- (oo) "**Food and Beverage Concessionaire**" shall have the meaning ascribed thereto in subsection 13(b) of this Agreement.

- (pp) “**Food and Beverage Concessions**” shall have the meaning ascribed thereto in subsection 13(a) of this Agreement.
- (qq) “**Grant Field Facilities**” shall have the meaning ascribed thereto in the recitals to this Agreement.
- (rr) “**Home Major League Team ST Games**” shall have the meaning ascribed thereto in paragraph 3(a)(i) of this Agreement.
- (ss) “**Home Minor League Team Games**” shall have the meaning ascribed thereto in subsection 3(b) of this Agreement.
- (tt) “**Impermissible Relocation Event**” shall have the meaning ascribed thereto in paragraph 38(a)(i) of this Agreement.
- (uu) “**Improvements**” shall have the meaning ascribed thereto in the recitals to this Agreement.
- (vv) “**Indemnitee**” shall have the meaning ascribed thereto in subsection 29(d) of this Agreement.
- (ww) “**Indemnitor**” shall have the meaning ascribed thereto in subsection 29(d) of this Agreement.
- (xx) “**Maintenance**” means all day-to-day cleaning and general maintenance, but specifically excludes Repairs and Capital Replacement.
- (yy) “**Major League Baseball**” or “**MLB**” means, depending on the context, any or all of (a) the BOC, each other MLB Entity and/or all boards and committees thereof, including, without limitation, Executive Council and the Ownership Committee, and/or (b) the Major League Clubs acting collectively.
- (zz) “**Major League Baseball Club**” or “**Major League Club**” means any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.
- (aaa) “**Major League Constitution**” means the Major League Constitution adopted by the Major League Clubs (which amended and superseded the Major League Agreement dated January 1, 1975, the Agreement in re Major Leagues Central Fund dated as of December 8, 1983, as amended, and the respective constitutions of the former American and National Leagues of Professional Baseball Clubs) as the same may be amended, supplemented or otherwise modified from time to time in the manner provided therein and all replacement or successor agreements that may in the future be entered into by the Major League Clubs.
- (bbb) “**Major League Team**” shall have the meaning ascribed thereto in the recitals to this Agreement.
- (ccc) “**Major League Team ST Program**” shall have the meaning ascribed thereto in subsection 18(b) of this Agreement.

(ddd) "**Milestone Events**" means the following milestone events (as may be further modified, supplemented or reduced by the Development Agreement):

- (i) Obtaining complete, final and unrestricted approval of the public funding sources from the City for the City Contribution, the County and the State of Florida to ensure the ultimate delivery of the necessary Project funds for the Improvements. The parties acknowledge and agree that in order to obtain the funding approval from the State of Florida, it will be necessary to submit an application to the State of Florida to be a Certified Applicant pursuant to Fla. Stat. 288.11631 and the parties shall submit such application on or before the later of (A) December 31, 2017, or (B) as soon as is reasonably practical after the date on which the County has formally agreed to make the County Contribution to the Improvements (and in any event no later than thirty (30) days after such formal agreement),
- (ii) Completing the required *Consultant Competitive Negotiation Act* procurement process required by Section 287.055 Florida Statutes (2017) to engage architects, engineers, and contractors (recognizing the Improvements may or may not include a design-build procurement) and for the City to ultimately approve the design and engineering, architectural design, plan preparation and permitting for the Improvements, in each case in a manner acceptable to both the Club and the City,
- (iii) Completing the final construction drawings necessary to undertake the Improvements and for the City to ultimately approve a guaranteed maximum price contract (GMP) with the contractor / Construction Manager at Risk, in each case in a manner acceptable to both the Club and the City, and
- (iv) Issuance of the complete, final and unrestricted Certificate of Occupancy for the Improvements (and, to the extent applicable, all other portions of the Dunedin Facilities) by the City. Substantial completion of the Improvements and/or a partial or temporary Certificate of Occupancy, as well as project closeout, would have occurred prior to the completion of this Milestone Event.

(eee) "**Minor League Team**" shall have the meaning ascribed thereto in the recitals to this Agreement.

(fff) "**MLB Approval**" means, with respect to the Major League Clubs, the Commissioner of Baseball, the BOC or any other MLB Entity, any approval, consent or no-objection letter required to be obtained from such Person(s) pursuant to the MLB Rules and Regulations (as exercised in the sole and absolute discretion of such Person(s)).

(ggg) "**MLB Entity**" means each of the BOC, Major League Baseball Properties, Inc., The MLB Network, LLC, MLB Advanced Media, L.P., and/or any of their respective present or future affiliates, assigns or successors.

(hhh) "**MLB Governing Documents**" means the following documents as in effect from time to time and any amendments, supplements or other modifications thereto and all replacement or

successor documents thereto that may in the future be entered into: (a) the Major League Constitution, (b) the Basic Agreement between the Major League Baseball Clubs and the Major League Baseball Players Association, (c) the Professional Baseball Agreement between the BOC, on behalf of itself and the Major League Baseball Clubs, and the National Association of Professional Baseball Leagues, (d) the Major League Rules (and all attachments thereto), (e) the Interactive Media Rights Agreement, effective as of January 20, 2000, by and among the BOC, the various Major League Baseball Clubs, MLB Advanced Media, L.P. and various other MLB Entities and (f) each agency agreement and operating guidelines among the Major League Baseball Clubs and any MLB Entity, including, without limitation, the Amended and Restated Agency Agreement, effective as of January 1, 2013, by and among Major League Baseball Properties, Inc., the various Major League Baseball Clubs and the BOC (and the Operating Guidelines related thereto).

(iii) **"MLB Rules and Regulations"** means (a) the MLB Governing Documents, (b) any present or future agreements or arrangements entered into by, or on behalf of, the BOC, any other MLB Entity or the Major League Baseball Clubs acting collectively, including, without limitation, agreements or arrangements entered into pursuant to the MLB Governing Documents, and (c) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or behalf of, the Commissioner of Baseball, the BOC or any other MLB Entity as in effect from time to time.

(jjj) **"Nameable Properties"** shall have the meaning ascribed thereto in Section 20 of this Agreement.

(kkk) **"Naming Rights Revenues"** means revenues received by the Club from a third party specifically on account of the right to have its corporate name or the name of one of its products or services form part of the name of a Nameable Property, less any amounts expended by the Club in order to implement such right. For certainty, **"Naming Rights Revenues"** will not include (1) amounts loaned, contributed, advanced or paid by Pinellas County, Florida, the State of Florida, or any other governmental body or agency in connection with construction costs, design costs, maintenance, repairs, capital improvements or replacements, bond financing or other similar matters related to the Dunedin Facilities, (2) amounts generated by the Club from a third party on account of other rights or benefits made available by the Club to such third party, such as rights to utilize signage spaces, rights of association / rights to utilize trademarks or logos owned or controlled by the Club, or rights to engage in promotions or other marketing activities, or (3) any taxes or other similar amounts that the Club is required to collect in connection with Naming Rights Revenues.

(lll) **"New Training Center"** shall have the meaning ascribed thereto in the recitals to this Agreement.

(mmm) **"Ownership Committee"** means the Ownership Committee of Major League Baseball and any successor body thereto.

(nnn) **"Permissible Relocation Event"** shall have the meaning ascribed thereto in paragraph 38(a)(ii) of this Agreement.

- (ooo) **“Person”** means any individual, firm, corporation, partnership, limited liability company, trust, joint venture, governmental entity or other entity.
- (ppp) **“Preliminary Construction and Renovation Agreement”** shall have the meaning ascribed thereto in the recitals to this Agreement.
- (qqq) **“Project”** means the renovation, construction, expansion and relocation of the Dunedin Facilities, all as implemented in accordance with the Development Agreement and including, unless otherwise mutually agreed by the parties in writing, the Improvements.
- (rrr) **“Promotional Properties”** shall have the meaning ascribed thereto in subsection 17(b) of this Agreement.
- (sss) **“Repairs”** means all customary maintenance and operational repairs to buildings, building systems (e.g. heating / cooling, plumbing, electrical and drainage), fields, parking lots and grounds that do not constitute, or are not more appropriately addressed by way of, Capital Replacement as defined herein.
- (ttt) **“Restoration Standard”** shall have the meaning ascribed thereto in subsection 24(a) of this Agreement.
- (uuu) **“Shared Use Practice Fields”** means the three (3) baseball training fields located at the southern portion of the Complex Facilities and identified as fields 2a on the second illustration contained in Exhibit “B” attached to this Agreement.
- (vvv) **“Scoreboards / Videoboards”** shall have the meaning ascribed thereto in Section 19 of this Agreement.
- (www) **“Solon Avenue Parking Lot”** means the entrance driveway and paved parking spots located immediately north of Solon Avenue and south of the Adjacent City Building, along with the grass parking lot located immediately north of Solon Avenue and to the east of the Adjacent City Building, all of which is identified by the number 14 on the second illustration contained in Exhibit “B” attached to this Agreement.
- (xxx) **“Special Damages”** shall have the meaning ascribed thereto in Section 31 of this Agreement.
- (yyy) **“Spring Training Season”** means, in each calendar year of the Term, the period during which the Major League Team and other professional baseball players conduct Spring Training.
- (zzz) **“Stadium”** shall have the meaning ascribed thereto in the recitals to this Agreement.
- (aaaa) **“Total Games Requirement”** shall have the meaning ascribed thereto in paragraph 3(a)(i) this Agreement.

(bbbb) “Term” shall have the meaning described in Section 2 of this Agreement.

(cccc) “Vanech Site” shall have the meaning ascribed thereto in the recitals to this Agreement.

2. **TERM.** The initial term of this Agreement will be twenty-five (25) years commencing on the Effective Date and ending on December 31 of the year in which occurs the twenty-fifth (25th) anniversary of the Effective Date (the “Initial Term”). The Club shall have the option to extend the Agreement for up to five (5) additional two (2) year periods (each, a “Renewal Term”) by giving written notice to the City not later than October 1 in the last calendar year of the Initial Term or the then-current Renewal Term, if applicable. Any such notices shall be sent to the City in accordance Section 39 of the Agreement. The Initial Term and the Renewal Term, if any, hereunder are collectively referred to herein as the “Term”.

3. CLUB ACTIVITIES AT THE FACILITIES.

(a) Major League Team.

(i) The Club shall engage in Spring Training of the Major League Team at the Dunedin Facilities, for each Spring Training Season during the Term. Subject to the MLB Rules and Regulations, the Club agrees to cause the Major League Team to play no less than an average of fifteen (15) games at the Dunedin Facilities per Spring Training Season occurring during the Initial Term (of which at least fourteen (14) will be against other Major League Clubs), for a total of three hundred and seventy five (375) games over the Initial Term (the “Total Games Requirement”). For certainty, games played by the Major League Team against the Canadian national team and games against World Baseball Classic teams will count towards the Total Games Requirement. Games that are cancelled due to inclement weather will be counted as games played relative to the Total Games Requirement, if the appropriate officials have formally cancelled the games citing such inclement weather. Those home games played by the Major League Team hereunder during Spring Training (the “Home Major League Team ST Games”) will be played at the Grant Field Facilities.

(ii) In the event that the number of games to be played at the Dunedin Facilities is reduced pursuant to the MLB Rules and Regulations, the parties will consult with each other and will negotiate in good faith to reach a resolution that will return to each party the benefits contemplated and agreed to in this Agreement as nearly as possible without otherwise adversely affecting the rights and obligations of the parties hereunder.

(iii) In the event that, upon the expiry of the Initial Term, the Club has not met the Total Games Requirement, then the Initial Term will be deemed extended for one (1) additional year and, upon the conclusion of the Spring Training Season occurring during such additional year, the Club will be deemed to have met the Total Games Requirement. Provided the Club makes reasonable efforts to meet the Total Games Requirement, during the Term, the Major League Team shall be allowed to play Spring Training and exhibition games in which it is designated as the “home” team at sites other than the Dunedin Facilities.

- (b) Minor League Team. During each calendar year of the Term in which the Club engages in Spring Training of the Major League Team at the Dunedin Facilities, the Club shall also engage in home games of the Minor League Team played as part of the Florida State League regular season at the Grant Field Facilities (the “**Home Minor League Team Games**”). The City shall ensure that Dunedin Facilities are available for such uses.
- (c) Additional Uses by the Club. The Club shall be entitled to operate, host, conduct or authorize any or all of the following at the Dunedin Facilities (collectively the “**Additional Club Activities**”):
- (i) specialty camps and programs for baseball players, whether such players are members of the Club’s Major League Team, Minor League Team or any other team affiliated with the Major League Team and regardless of the time of year during which such camps and programs take place;
 - (ii) rehabilitation programs for baseball players;
 - (iii) “Fantasy Camps” and other similar programs operated for members of the public, corporate partners or others;
 - (iv) games of minor league baseball teams other than the Minor League Team (e.g. Gulf Coast League games);
 - (v) concerts, theatrical performances and any other event intended for general entertainment purposes;
 - (vi) audio / visual shoots; and
 - (vii) such other camps, programs, endeavors, activities and uses as may be determined by the Club from time to time, provided same are not in direct conflict with any specific provision of this Agreement.

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4. CLUB-CONTROLLED AREAS.

(a) The Club shall have the exclusive use of the following portions of the Dunedin Facilities (collectively, the “**Club-Controlled Areas**”):

- (i) At the Grant Field Facilities: the home clubhouse (including locker rooms, training areas, coaches areas, laundry areas, weight rooms and other adjacent spaces); the visiting clubhouse; all change-rooms; all office spaces and adjacent areas (e.g. balconies, elevators, server rooms, stairwells, waiting areas), the Concession Facilities; all retail shop locations and related storage areas, all pitching mounds and batting cages / tunnels; all grounds crew and maintenance spaces; all box office buildings and locations; and the private / reserved parking lots; and
- (ii) At the Complex Facilities: the New Training Center; all parking lots excepting the Solon Avenue Parking Lot, all full and half baseball fields other than the Shared Use Practice Fields; all agility fields (covered and uncovered); all batting cages / tunnels; all gang mounds; all grounds crew and maintenance spaces, and the viewing tower / concession building;

and such other spaces, areas and facilities as otherwise may be specifically identified by the parties in the Development Agreement.

The City shall not use or permit use of any of the Club-Controlled Areas without the prior written consent of the Club, which consent may be withheld in the Club’s sole and absolute discretion. Without limiting the Club’s rights in connection with the Club-Controlled Areas and other portions of the Dunedin Facilities, as of the date hereof, the Club intends to continue its past practice of permitting members of the public to enter upon portions of the Complex Facilities in order to view Spring Training and other Club activities taking place thereon.

(b) From time to time during the Term, and in accordance with the following, the City may, on occasion, be permitted to use a boardroom or similar meeting space within the Club-Controlled Areas at the Stadium for the purpose of one or more meetings, events or similar uses by public officials or City personnel for conducting official City business (each, a “**City Meeting**”). No City Meeting will be permitted during any Spring Training Season, or outside of normal business hours, and the Club will not have any obligation to permit any specific minimum number of City Meetings. At all times, the Club’s operations within the Club-Controlled Areas shall take precedence over any requested City Meeting. Subject to the foregoing, the Club agrees to consider any City requests to schedule a City Meeting as are submitted in writing to the Club’s Director, Florida Operations, or such other person designated by the Club from time to time, and to advise the City of whether any particular request is approved or denied. The City may schedule up to seven (7) City Meetings in any calendar year.

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5. CITY RESPONSIBILITIES IN CONNECTION WITH ADJACENT CITY BUILDING AND ASSOCIATED PARKING.

- (a) The Adjacent City Building is not part of the Complex Facilities licensed to the Club pursuant to this Agreement and the City shall have sole control and responsibility for the Adjacent City Building, including, but not limited to, all maintenance, repairs, capital replacement and third party liabilities connected to same.
- (b) The City will have the right to use the Solon Avenue Parking Lot for the purpose of vehicle and pedestrian access to the Adjacent City Building and parking by City staff and visitors to the Adjacent City Building. The City accepts the Solon Avenue Parking Lot on an “as is where is” basis in all such cases and shall not require any action regarding maintenance or improvements on the part of the Club in connection with the Solon Avenue Parking Lot.
- (c) The City hereby waives any and all rights whether now existing or arising in the future to make any claims of any kind against the Club or any of the Club Group in connection with any loss of or damage to person or property that is in any way caused or contributed to by the playing of or practicing of baseball on or in the Complex Facilities. By way of illustration and not limitation, the Club shall not be responsible for any damage to the Adjacent City Building or to City vehicles parked in the aforementioned parking lot or injury to any individuals using the lot, in each case that may result from baseballs or other activities taking place at the Complex Facilities. Further, notwithstanding anything else in this Agreement, the City shall, to the maximum extent permitted by applicable law, indemnify, defend and hold harmless the Club and the other members of the Club Group from and against any and all Costs, which are caused by, contributed to or in any way associated with the Adjacent City Building and activities occurring in connection therewith, as well as any use of the Solon Avenue Parking Lot by City staff and visitors, including but not limited to, the acts or omissions of such person and any legal proceedings brought by such persons (for example, legal proceedings claiming a right to compensation for injury or damage caused to visitors or their vehicles by baseballs originating from the Complex Facilities).

6. PRIORITIZATION OF USE.

- (a) Club Priority. During the Term of this Agreement, and notwithstanding any contrary provision of this Agreement, the Club shall have ultimate scheduling priority at the Dunedin Facilities with respect to:
 - (i) all Spring Training games to be played by the Major League Team,
 - (ii) all other Club-related activities occurring during the Spring Training Season, and
 - (iii) any activities or events scheduled by the Club prior to receiving a request from the City for a conflicting date or use.
- (b) Use of Dunedin Facilities by Other Organizations. Excepting only City Events as described in subsection 7(a) hereof and use of the Shared Use Practice Fields pursuant to Section 8, the

Club shall have sole authority, specifically including scheduling and administration over use of the Dunedin Facilities by Third Party Organizations, whether for baseball purposes and purposes related thereto, or for such other purposes as may be approved by the Club. The Club may require such payments, indemnifications, contracts and other reasonable guarantees, insurances, protections and written commitments (including, but not limited to, costs of the Club's maintenance and overhead) for Third Party Organizations as it shall deem to be appropriate under the circumstances. Without limiting the Club's rights and discretion pursuant to the foregoing, the Club will make reasonable efforts to continue to coordinate annually with one or both of Dunedin High School and/or the Pinellas County School Board to try and accommodate games and/or practices for the Dunedin High School varsity baseball team at the Dunedin Facilities, to the extent it can do so on terms acceptable to the Club and without hampering or detracting from the activities described in subsection 6(a) or harming the condition of the baseball fields used for the Club's activities.

7. CITY EVENTS.

- (a) **General.** Subject to subsection 6(a) of this Agreement, the Dunedin Facilities, with the exception of the Restricted Club Areas, will be made reasonably available to the City for public recreational events and other uses, specifically including multi-day public uses and recreational events.
- (b) **Scheduling.** In order to schedule an event hereunder, the City shall provide the Club, in writing, with the maximum amount of advance notice of the type of event it proposes to schedule, the date(s) and time(s) for the event, the specific portions of the Dunedin Facilities needed for the event, along with all other pertinent details (including, but not limited to, the anticipated number of attendees, whether the event will be ticketed, and the specific activities anticipated to form part of the event). No event will be considered scheduled until the event and the related details are confirmed in writing by the Club's Director, Florida operations or such other individual designated by the Club from time to time. Such Club confirmation may be delivered by email. Upon confirmation in accordance with the foregoing, the event will be deemed to be a "City Event" for the purposes of this Agreement. An example of a City Event that has taken place in the past is the City's Holiday Christmas Parade.
- (c) **Responsibility.** As between the parties, the City shall have sole and exclusive responsibility for all aspects of each scheduled City Event. Without limiting the generality of the foregoing, unless otherwise specifically agreed by the Club in writing, the City shall be solely and exclusively responsible for:
 - (i) any and all costs, expenses and liabilities associated with each City Event,
 - (ii) furnishing any and all personnel, equipment and supplies needed for each City Event,
 - (iii) managing all administration, communications and public relations in connection with each City Event; and
 - (iv) ensuring adequate security and access controls for each City Event.

- (d) Post-Event Cleaning and Return of Dunedin Facilities. Upon the conclusion of each City Event (or, in the case of any multi-day City Event, upon the conclusion of each day of the City Event), the City shall arrange and pay for cleaning of all of those portions of the Dunedin Facilities that were made available to it for the City Event, whether or not all of those portions were in fact utilized. Upon the conclusion of each City Event, the City shall remove all equipment and any other materials, if any, that were brought into the Dunedin Facilities in connection with such City Event and leave the Dunedin Facilities in as good condition as they were in immediately prior to the City, or anyone acting on its behalf, first entering the Dunedin Facilities in connection with the City Event.
- (e) Reimbursement of Club Expenses. City shall reimburse the Club for any and all expenses it incurs in connection with each City Event, including, but not limited to, any expenses in relation to utilities, supplies and personnel supplied by the Club. During the scheduling process described in subsection 7(b), above, the Club shall provide the City with an estimate of the costs it anticipates incurring in connection with the particular event (based on the details provided by the City), provided that such estimate shall not limit the City's obligation to reimburse the actual expenses hereunder. Within a reasonable period of time following each City Event, the Club shall provide the City with an invoice for its expenses, if any the City shall pay each such invoice within thirty (30) days of receipt.
- (f) City Event Indemnity. Notwithstanding anything else in this Agreement, the City shall, to the maximum extent permitted by applicable law, indemnify, defend and hold harmless the Club and the other members of the Club Group from and against any and all Costs, which are caused by, contributed to or in any way associated with any City Event, including but not limited to, the acts or omissions of persons attending any City Event and any legal proceedings brought by persons attending any City Event.

8. CITY CONTROL OF SHARED USE PRACTICE FIELDS.

- (a) City Control Period. During each calendar year of the Term in respect of which the City exercises its option pursuant to subsection 8(b), and subject to the remainder of this Section 8 and the other provisions of this Agreement, the City shall be entitled to the exclusive use of the Shared Use Practice Fields and the Solon Avenue Parking Lot during the period that commences on the day that is one (1) week following the later of the final day of Major League Spring Training and Minor League Spring Training and that ends on November 10 of the same calendar year (the "**City Control Period**").
- (b) City Option. In order to establish the City Control Period in any calendar year of the Term, the City shall be required to provide affirmative written notice of its election to avail itself of the exclusive use of the Shared Use Practice Fields and the Solon Avenue Parking Lot, and such notice must be delivered to the Club between October 1 and December 1 of the immediately preceding calendar year. By way of illustration, if the City wishes to establish the City Control Period during the 2025 calendar year, it shall be required to provide affirmative written notice of its desire to do so, delivered to the Club between October 1 and December 1, 2024. Should the City fail to provide such notice, then there shall be no City

Control Period during the applicable calendar year, and the provisions of this Section 8 will not apply in respect of such calendar year (i.e. all fields shall remain under Club control). City Events described in Section 7 of this Agreement may still take place at the Dunedin Facilities under Club Control.

- (c) City Management and Oversight. During the City Control Period, and except as otherwise indicated below, the Shared Use Practice Fields and the Solon Avenue Parking Lot shall, as between the parties, be treated in the same manner as any other parkland or public recreation facility owned or managed by the City and the City shall be solely responsible to manage and oversee the Shared Use Practice Fields, the Solon Avenue Parking Lot, and their use during the City Control Period. The City shall be entitled, acting legally and reasonably and in good faith at all times:
- (i) to create and enforce policies applicable to public use of the Shared Use Practice Fields and the Solon Avenue Parking Lot, and
 - (ii) to grant the use of the Shared Use Practice Fields and the Solon Avenue Parking Lot to persons and organizations other than the City (collectively, “**Third Party Organizations**”), and to require such payments, indemnifications, contracts and other reasonable guarantees, insurances, protections and written commitments for Third Party Organizations as it shall deem to be appropriate under the circumstances. For certainty, it is the intention of the parties that, during any calendar year in connection with which the City has exercised its option pursuant to subsection 8(b), above (i.e. a calendar year in which there is a City Control Period), any and all uses of the Shared Use Practice fields by Dunedin Little League or Dunedin High School will be managed by the City hereunder.

For certainty, the City (x) shall be permitted to charge use fees or payments in connection with the Shared Use Practice Fields but not the Solon Avenue Parking Lot, (y) shall not use its oversight and control of the Shared Use Practice Fields or the Solon Avenue Parking Lot for any barter or exchange for the use of facilities controlled by another organization, and (z) shall not engage in or permit any activities on the Shared Use Practice Fields or the Solon Avenue Parking Lot that are competitive with or that have the potential to undermine or negatively impact any of the Club’s operations or activities.

- (d) Ensuring Activities Not Likely to Cause Damage. The City acknowledges and agrees that, notwithstanding its rights hereunder, the primary purpose of the Shared Use Practice Fields is their use by the Major League Team, the Minor League Team and other professional baseball players during Spring Training and the City shall not engage or permit any other person or entity to engage in any behavior or activity that is likely to cause any type of damage to any part of the Shared Use Practice Fields or any adjacent portions of the Dunedin Facilities. By way of illustration and not limitation, (i) the City shall not permit the Shared Use Practice Fields to be used for softball, (ii) the City shall ensure that when bases are placed on the Shared Use Practice Fields they are placed at the correct locations, using standard measurements for baseball (i.e. bases 90 feet apart), and (iii) the City shall not mark lines on the Shared Use Practice Fields or use any products or tools on the Shared Use Practice Fields unless it has discussed same with the Club and received the Club’s approval in advance. In connection with

its responsibilities hereunder, the City shall ensure that all uses of the Shared Practice Fields during the City Control Period are supervised by the City.

- (e) City Responsible. Subject only to the following subsection, the City shall be solely, directly and exclusively responsible for any and all expenses associated with the Shared Use Practice Fields and the Solon Avenue Parking Lot, throughout the City Control Period and in connection with same. Further, and notwithstanding anything else in this Agreement, the City shall, to the maximum extent permitted by applicable law, indemnify, defend and hold the Club and the other members of the Club Group harmless from and against any and all Costs which may be caused by, contributed to or in any way associated with the Shared Use Practice Fields and the Solon Avenue Parking Lot, their use during the City Control Period or their administration and oversight by the City, including, but not limited to, any action or other legal proceeding brought by any user of the Shared Use Practice Fields or the Solon Avenue Parking Lot in connection with any time period that falls within the City Control Period, regardless of the basis of such action or other legal proceeding.

- (f) Base Field Maintenance Activities. Throughout the City Control Period, the Club shall continue to be solely responsible for the Maintenance and Repair of the Shared Use Practice Fields and shall engage in regular day-to-day watering and other similar day-to-day upkeep of same (which does not include painting lines or supplying bases or other similar items). For certainty, the Club shall be responsible to engage only in those day-to-day activities required to maintain the Shared Use Practice Fields to a reasonable standard for public baseball fields (the “**Base Field Maintenance Activities**”) and not to a Major League standard or other similar standard during the City Control Period.

- (g) Base Field Maintenance Costs.
 - (i) The Club will not charge the City any amounts for the following supplies and consumables utilized in connection with the Base Field Maintenance Activities: water and irrigation (not including replacement of irrigation equipment due to damage during the City Control Period), pesticides, fertilizer, paint for outfield lines. In addition, the Club agrees not to charge the City any amounts on account of personnel or equipment costs incurred by the Club in connection with day-to-day basic cutting of grass at the Shared Use Practice Fields.

 - (ii) Subject to the preceding paragraph, the Club will be permitted to charge the City for costs incurred by the Club on account of personnel and materials involved in cleaning up, maintaining and repairing the Shared Use Practice fields during the City Control Period. By way of illustration and not limitation, the Club will be permitted to charge the City for labor and material costs incurred in connection with blowing clay off the grass, raking clay areas, cleaning of dugouts and fields and repairing any damage to the Shared Use Practice Fields. Where the Club is seeking payment in connection with the foregoing, it will send the City an invoice for same and the City will pay all such invoices within thirty (30) days of receipt.

- (h) Utilities Expenses. The City shall reimburse the Club for all electricity and other utilities expenses incurred by it in relation to the Shared Use Practice Fields during the City Control Period. The Club shall be entitled to invoice the City for the aforementioned expenses and the City shall pay all such invoices within thirty (30) days of receipt.
- (i) Reimbursement of Additional Club Costs. In the event that, in order to maintain or repair the fields to the appropriate standards for use by professional baseball players at the conclusion of the City Control Period, the Club undertakes any Maintenance and Repair in excess of the Base Field Maintenance Activities or incurs expenses that would have been reimbursable pursuant to paragraph 8(g)(ii) but were not previously reimbursed, then the City shall reimburse the Club for the expenses incurred by it (in connection with materials, utilities, personnel and equipment). The Club shall be entitled to invoice the City for the aforementioned expenses and the City shall pay all such invoices within thirty (30) days of receipt.

9. **PRIVATE AND PUBLIC USES.** The parties will use reasonable efforts to agree on the shared control and use of the Dunedin Facilities for the entire Term of this Agreement in a manner that will result in the lowest Ad Valorem Tax impact that can be achieved (should such tax be levied against all or part of the Dunedin Facilities), and except as is specifically otherwise provided herein, the Club shall not have the complete exclusive use of any of the Dunedin Facilities (notwithstanding the choice of terminology) and they shall be allocated between a public and a private use in a manner that assures that the taxability of the Dunedin Facilities for Ad Valorem Tax purposes and other applicable taxes, if any, will be at the lowest possible level of property taxes of any kind arising from the use of said Dunedin Facilities by the Club.

10. **OPERATIONAL PERSONNEL.**

- (a) Operational Personnel Provided by the Club. The Club will provide all personnel it determines to be necessary for the conduct of its operations at the Dunedin Facilities for all home Spring Training games played by the Major League Team, all home games played by the Minor League Team, and, save for use by or at the request of the City, all other personnel required for its use and occupancy of the Dunedin Facilities. Without limiting the foregoing, the Club will be responsible to provide personnel for ticket-selling and ushering for all Major League Team Spring Training games, ticket-selling and ushering for all Minor League Team games, and cleaning of Club-Controlled Areas.
- (b) Public Events: The City will be solely responsible for all operational, maintenance, security and other personnel and costs of any kind for City Events and any other events scheduled by or through the City at the Dunedin Facilities. Subject only to the preceding sentence, the City shall not be required to provide any operational, maintenance or security personnel at the Dunedin Facilities.

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11. MAINTENANCE.

- (a) General. Except as otherwise indicated in this Section 11, Club shall be responsible to arrange and pay for all Maintenance and Repairs of the Dunedin Facilities, including, but not limited to, for greater certainty, Maintenance and Repairs of: (1) Club-Controlled Areas; (2) Scoreboards / Videoboard; (3) public washrooms; (4) elevators and ADA lifts; (5) parking lots (including resurfacing and striping); (6) Stadium seating (including seat backs, bottoms and framing); (7) fencing; (8) protective netting; (9) ornamental landscaping; (10) painted surfaces; (11) irrigation systems; (12) roofs; (13) drainage and utility lines; (14) light standards; and (15) lighting facilities (including bulb replacement and aiming of field lights in accordance with MLB standards). Upon the end of the Term and returning to exclusive possession of the City, the Club shall return the Dunedin Facilities in substantially the same condition as they were at the commencement of the Term, save and except for any City required Maintenance and Repairs, any permitted modifications to the Dunedin Facilities and reasonable wear and tear.
- (b) Exceptions.
- (i) Where Maintenance and Repairs to the Dunedin Facilities are the result of or related to (1) City Events, or any public use of the Dunedin Facilities by or through the City or at the City's request, (2) the existence, operation or use of the Adjacent City Building, (3) the use of the Solon Avenue Parking Lot by the City and its guests, or (4) the Shared Use Practice Fields, the Solon Avenue Parking Lot and/or the use of same during the City Control Period, the Club shall undertake the necessary Maintenance and Repairs and the City shall promptly reimburse the Club's costs in respect of same.
- (ii) Maintenance and Repairs necessitated by a Casualty Event will be addressed in accordance with Section 24 of this Agreement.
- (c) Playing Fields Maintenance. Subject to the following, the Club shall be solely responsible for Maintenance and Repair of all playing fields at the Dunedin Facilities, and during those periods when in use by the Major League Team, the Minor League Team or other professional baseball players, the Club shall maintain all such playing fields to a standard similar to Major League playing facilities. When any other person or organization desires to use the playing fields for any purpose, the Club shall have the sole and exclusive right to oversee such use and to require modifications to such use if necessary to preserve the condition of the fields for use by professional baseball players and/or to charge fees and expenses to such user(s) in order to compensate the Club for its Maintenance and Repair costs. Excepting City use of playing fields pursuant to Section 8, which shall be addressed in accordance with that Section, where the use of the playing fields is by the City or at the City's request, the City shall reimburse the Club all of its Maintenance and Repair expenses incurred (in connection with materials, utilities, personnel and equipment) in order to maintain or repair the fields to the appropriate standards for use by professional baseball players.
- (d) Standard of Maintenance. The maintenance of the Dunedin Facilities, pursuant to this Agreement, shall be to a standard that they are in good operating condition and shall be cared

for in a manner reasonably calculated to preserve and extend their useful life.

- (e) Maintenance Personnel. The Club shall ensure that it employs or contracts for an appropriate number of full and part-time personnel for the purpose of the Maintenance responsibilities set forth herein. When acting on the Club's behalf, such persons shall not be deemed to be the agents or employees of the City in any manner whatsoever.

12. **TICKET SALES AND REVENUE.**

- (a) Ticket Prices and Charges. The Club shall have the sole right and responsibility to set ticket prices and other admission charges, as well as any associated service, delivery, processing and other charges (collectively, the "**Admission Fees**") in connection with all Club Activities.
- (b) Ticketing Operations. The Club shall have the sole right and responsibility to manage all ticketing operations (including but not limited to personnel, and the selection of any software or third party service providers) in connection with all Club Activities.
- (c) Right to Collect and Retain Revenues. The Club shall have the sole right and responsibility to collect and retain all revenues from the foregoing activities
- (d) Capital Replacement Surcharge. Notwithstanding the foregoing, the Club hereby agrees to impose a surcharge in the amount of Two Dollars in United States currency (USD \$2.00) (inclusive of all applicable taxes) (the "**Capital Replacement Surcharge**") on the first (i.e. the "primary") sale of each admission ticket to a Major League Team Game played at the Grant Field Facilities during the Term, exclusive only of complimentary tickets issued by the Club. For certainty, the Club shall have the sole discretion to modify the amount of the Capital Replacement Surcharge provided that it does not reduce it below the aforementioned amount. The Capital Replacement Surcharge will be shown on each such ticket and added to the ticket price and paid directly by ticket purchasers. Within sixty (60) days following the conclusion of each Spring Training Season during the Term, the Club shall remit to the City the aggregate of all Capital Replacement Surcharges collected during such Spring Training Season, less any taxes paid in connection with same. However, the Capital Improvement Surcharge shall not include any amounts collected in connection with refunded tickets. The City shall immediately deposit all amounts received hereunder into the Capital Replacement Fund maintained by the City in accordance with Section 33 of this Agreement.

13. **FOOD AND BEVERAGE CONCESSIONS.**

- (a) Food and Beverage Concessions. The Club shall have the exclusive right and responsibility to oversee, manage and operate all food and beverage preparation, sales and distribution at and from the Dunedin Facilities, specifically including utilizing the Concessions Facilities and the Concessions Equipment (collectively, the "**Food and Beverage Concessions**"). The Club shall be solely entitled to collect and retain all revenues generated from the Food and Beverage Concessions. Without limiting the foregoing, the Club shall be entitled to exclusively operate the Food and Beverage Concessions during Home Major League Team ST Games and Home Minor League Team Games. The Club shall have the exclusive right to use the Concessions

Equipment that exists as of the Effective Date, and the Club shall be solely responsible for any maintenance, repair or replacement of same during the Term (for certainty, the Club shall be permitted to require a Food and Beverage Concessionaire (defined below) or other third party to provide and pay for some or all of such repair, maintenance or replacement). Further, any additions or modification to Concession Equipment during the Term will be at the Club's sole expense, unless otherwise agreed by the City or paid for by the Food and Beverage Concessionaire or other third party. The Club will also have the sole right and responsibility for all food and beverage matters within the Club-Controlled Areas and for the maintenance, repair and, when determined by the Club to be necessary, replacement of cooking and other kitchen equipment.

- (b) Third Party Concessionaire. The Club shall have the right to contract with one or more third parties in order to manage any of the aforementioned rights and responsibilities on its behalf (the "**Food and Beverage Concessionaire**").
- (c) Local Foods and Beverages. The Club shall endeavor to achieve the City's public policy to incorporate local ingredients, products and/or vendors into the food and beverage service at the Stadium during Home Major League Team ST Games. By way of illustration, the Club may seek to include locally-brewed beers in the selection of beers made available for purchase or the Club may seek to include locally sourced fish and/or other food products and ingredients. The Club agrees that, during each Spring Training Season, it shall stock and sell (or have its Food and Beverage Concessionaire) stock and sell at least one (1) food or beverage product that is produced or manufactured locally or produced or manufactured by a person or entity that is commonly recognized as being local. In cooperation of the Club's efforts described above, the City agrees to assist the Club in negotiating preferred pricing, delivery, insurance and other arrangements in connection with local ingredients, products and vendors. In the event that the Club and/or the Food and Beverage Concessionaire establishes an annual process to review and consider food and beverage selection at the Dunedin Facilities, the Club shall make reasonable efforts to include the City in such process or to obtain input from the City in connection with same. The concepts set forth herein shall be pursued in good faith but shall not create an event of a default under this Agreement and shall not limit the Club's rights and obligations to any third parties, specifically including the Food and Beverage Concessionaire.
- (d) Alterations to Concession Facilities. The Club shall not make any material structural alterations or improvements to the Concession Facilities without providing prior written notification to the City and seeking the City's prior consent, which consent will not be unreasonably withheld. Any alterations or improvements shall be done in a commercially reasonable and workmanlike manner that are complimentary to the Project design as set forth in the Development Agreement.
- (e) Food and Beverages at City Events. In the event that the City desires to offer food and/or beverages at any approved City Event, the City shall notify the Club in writing of such desire a minimum of forty five (45) days in advance of the applicable City Event date. Upon receipt of such notice, the Club and/or the Food and Beverage Concessionaire (as applicable) shall consider the City's request. If the Club and/or the Food and Beverage Concessionaire (as applicable), is agreeable to provide food and beverage service at the applicable City Event, a

written response regarding said service, along with any terms and conditions that may apply shall be provided to the City. Upon receiving any such written response, the City shall promptly notify the Club confirming its intentions to proceed with or decline the service and proposed terms and conditions. In the event that the Club and/or the Food and Beverage Concessionaire (as applicable) decline to provide food and beverage service at the applicable City Event, or if the City declines service offered in accordance with the foregoing, then the Concession Facilities shall not be in use at the applicable City Event.

- (f) City Cooperation. During the Term of this Agreement, the City will cooperate with the Club to obtain such consents, permissions or licenses as may be required to allow the Club, exclusively, to sell or authorize the sale of alcoholic beverages (and any other food or beverage items that require a license) during Home Major League Team ST Games, Home Minor League Team Games and Club Activities. Throughout the Term, the Club, either directly or through a Food and Beverage Concessionaire contracted for the purpose of and beverage sales, shall be entitled to obtain a liquor license from the appropriate authorities for the operation of the Concession Facilities. In the event that the City sells alcoholic beverages within the Dunedin Facilities during City events, the City will be responsible for obtaining the necessary license for the same or utilizing the Food and Beverage Concessionaire if the sale of alcoholic beverages is an exclusive right in the Food and Beverage Concessionaire agreement. The Club shall communicate with the City regarding any such terms that may be included in the Food and Beverage Concessionaire agreement. In the event that the Food and Beverage Concessionaire declines to provide service of alcoholic beverages for any City Event and the City desires to do so itself, the Club will make reasonable efforts to cause the Food and Beverage Concessionaire to place its liquor license in escrow or take other reasonable steps as may be necessary to permit the City to obtain its own liquor license (provided that if any out-of-pocket costs are incurred in doing so, the City shall be responsible to reimburse same).

14. OTHER CONCESSIONS AND MERCHANDISE.

- (a) Club Control. Subject only to the following subsection, the Club shall have the sole right and responsibility to control the sale of all merchandise, novelties, program and other items at the Dunedin Facilities and shall have the exclusive control of all spaces and equipment utilized for the foregoing. The Club shall be free to contract with a third party to operate any or all of the foregoing on terms and conditions approved by the Club in its sole and absolute discretion. The Club shall have the sole right and responsibility to collect and retain all revenues from the foregoing activities.
- (b) Merchandise at City Events. Subject to the other provisions of this Agreement related to City Events, the City shall, during City Events taking place at the Dunedin Facilities, be permitted to distribute and/or sell a reasonable amount of event-related clothing items and other similar event-related merchandise and to collect and retain all revenues therefrom. The City will be solely responsible for all costs and expenses associated with the foregoing. For certainty, event-related merchandise specifically excludes any merchandise that relates to baseball in any way and any merchandise that bears any intellectual property owned or controlled by the Club or Major League Baseball, including but not limited to merchandise that bears any names, logos, and/or fonts related to the Major League Team or the Minor League Team or that bears

the name or likeness of the Stadium.

15. PARKING. Except as otherwise specified in this Agreement, the Club shall have the sole right and responsibility to control all vehicle parking at the Dunedin Facilities and to collect and retain all revenues generated from same. Notwithstanding the foregoing and unless otherwise mutually agreed, for City Events held at the Dunedin Facilities, the City shall have the right to control the public parking areas (i.e. those parking lots not included in the Club-Controlled Areas). Either party will be entitled to establish off-site parking for Home Major League Team ST Games or Home Minor League Team Games. In the event that a party does so, such party will be entitled to collect and retain any revenues generated from the off-site parking it establishes and will be responsible for any expenses associated with same, including shuttle transportation services, if any. The parties hereby agree to communicate proactively and in good faith regarding the establishment of any off-site parking.

16. BROADCAST RIGHTS AND REVENUE. The Club shall have all of the radio, television, internet, wireless and other broadcast and distribution rights, whether now known or hereafter invented, in connection with the Major League Team, the Minor League Team and all Club Activities, and the Club shall be solely entitled to collect and retain all revenues associated with the foregoing.

17. ADVERTISING, MARKETING AND SPONSORSHIP.

- (a) Club Rights. The Club shall have all advertising, sponsorship, marketing and related rights in connection with the Major League Team, the Minor League Team and all Club Activities, and the Club shall be solely entitled to collect and retain all revenues associated with the foregoing and those otherwise generated from the Club's activities at the Dunedin Facilities. By way of illustration and not limitation, the Club shall be solely entitled to collect and retain all revenues generated by fence signs, Scoreboards / Videoboards, signboards, billboards, pamphlets, cards and programs; and from the sale or rental of Club and other merchandise, novelties and seat cushions. The Club shall be entitled to all revenue arising from or incidental to the operation of all Club Activities not otherwise expressly dealt with under the terms of this Agreement.
- (b) Promotional Properties to be Provided by the Club to the City. Unless otherwise mutually agreed by the parties in writing, during each Major League Team Home ST Game played at Dunedin Stadium during the Term, the Club shall provide the City with access to the following promotional assets, which shall be used by the City for the sole purpose of promoting the City as a tourist destination:
 - (i) *Main Video Display Messaging.* One (1) thirty (30) second audio / visual spot on the Stadium's main video display. The foregoing spot will run during the pre-game period, and
 - (ii) *Outfield Wall Sign.* One (1) static "single outfield billboard" (approximate dimensions of at least four feet (4') high by eight feet (8') wide) on Dunedin Stadium's outfield wall in fair territory. The Club shall have the right to place a border or frame around all edges of the foregoing sign, which border or frame may obscure portions of such sign's edges. Final

signage location is in the discretion of the Club.

The Club will have the right to pre-approve creative, artwork and commercial content in respect of all signage, audio and video display properties located on or within Dunedin Stadium and all other promotional properties that the City has been granted the right to utilize pursuant to this Agreement (collectively, the “**Promotional Properties**”). All creative, production and installation costs of the Promotional Properties, including but not limited to any replacement costs for signage and any costs to format moving video, sound and/or commercial spots, if any, for display on the applicable Stadium video boards and/or monitors, will be the sole responsibility of the City. The Club will make reasonable commercial efforts, subject to its right to modify the physical layout of Dunedin Stadium, its technology and fixtures (including signage display spaces and video boards and monitors), as well as its right to change its technology and third party service providers (which may impact specific rights and assets available to the Club), to provide the City with the Promotional Properties specified above. In the event that the Club is unable to deliver one or more of these items as specified, this will not constitute a breach of the Agreement, and the parties will mutually agree, acting reasonably, on an acceptable replacement, of reasonably similar value and/or exposure, for such undelivered Promotional Properties.

- (c) Promotional Properties and Signage to be Provided by the City. Unless otherwise mutually agreed by the parties in writing or the City is unable to deliver on the following commitments despite the exercise of appropriate diligence and reasonable commercial efforts, in each calendar year of the Term the City shall be responsible to provide the following signage spaces and other items for the benefit of the Club:
- (i) *Street Light-Affixed Banners for the Promotion of Home Major League ST Games.* Throughout the months of February and March of each calendar year, the Club shall have the exclusive use of banner display spaces on at least fifty five (55) light poles on Main Street and Douglas Avenue in Dunedin. The approximate size of the banner that will be displayed in each of the foregoing spaces is approximately thirty five and one half inches (35.5”) in height by eighteen inches (18”) in width. The Club shall be solely responsible for the creative design of the banners to be displayed in the foregoing spaces and for the production costs of same. The City shall be solely responsible for the installation and removal of the banners, at the City’s expense,
 - (ii) *Street Light-Affixed Banners for the Promotion of Home Minor League Games.* Throughout the month of April of each calendar year, the Club shall have the exclusive use of banner display spaces on at least thirty (30) light poles on Main Street and Douglas Avenue in Dunedin. The approximate size of the banner that will be displayed in each of the foregoing spaces is approximately thirty five and one half inches (35.5”) in height by eighteen inches (18”) in width. The Club shall be solely responsible for the creative design of the banners to be displayed in the foregoing spaces and for the production costs of same. The City shall be solely responsible for the installation and removal of the banners, at the City’s expense,
 - (iii) *“Spring Training Home of the Toronto Blue Jays” City Signage.* The City will ensure that

prominent signage continues to be displayed on or adjacent to all of the main roadways into the City indicating that the City is the “*Spring Training Home of the Toronto Blue Jays*”. The City shall bear all of the costs of such signage and the Club shall have the right to approve and/or request changes to same from time to time (e.g. to ensure that the Club’s intellectual property is appropriately represented), and

(iv) *Directional and Street Signs*. The City will ensure that there is ample street signage and directional signage located throughout the City that directs persons to the location of Dunedin Stadium. For certainty, the City will be solely responsible for the costs of such signage and shall ensure that it always contains the then-current name of the facility.

18. PROGRAMS AND OTHER PUBLICATIONS.

- (a) The Club shall have the sole right to produce, sell and distribute programs and other publications at all Home Major League Team ST Games and at other such times as the Club deems appropriate and shall be entitled to all revenues derived therefrom. For clarity, the Club shall have the discretion to retain one or more third parties in order to exercise some or all of its rights hereunder and, further, the Club shall have the discretion not to produce a program.
- (b) In any Spring Training Season during the Initial Term in which the Club in fact produces (or retains a third party to produce) a program to be sold at Home Major League Team ST Games (each, a “**Major League Team ST Program**”), the Club shall provide to the City two (2) pages of complimentary space in each program. Unless otherwise agreed by the Club in its sole discretion, the City will be permitted to use one page for a “welcome letter” from the City and/or the Dunedin Chamber of Commerce, and the other page for the purposes of marketing the City as a tourist destination. For certainty, the Club shall be entitled to approve of all City-proposed creative and content prior to any publication of same. None of the City content shall include any third party brands or references unless otherwise approved by the Club in writing in its sole discretion. The City’s rights to make use of the foregoing complimentary space shall, at all times, be subject to the Club’s (or the third party publisher’s) creative requirements, submission deadlines and other content, formatting and other requirements and the City shall be solely responsible for any production and other costs associated with its content and any required modifications to same.

19. PUBLIC ADDRESS SYSTEMS, SCOREBOARDS / VIDEOBOARDS AND SIGNBOARDS.

- (a) The Club shall be entitled to operate and to control the operation of all of the following as are located within the Stadium or otherwise on or within the Dunedin Facilities:
- (i) public address systems, speakers along with all related audio equipment (“**Audio Technologies**”), and
- (ii) scoreboards, videoboards, signboards, billboards and all other video, screens and signage-type spaces, along with all related equipment and technology (collectively, the “**Scoreboards / Videoboards**”)

and the City will not operate, use or permit the operation or other use of the Audio Technologies or Scoreboards / Videoboards without the prior written consent of the Club, which consent may be granted, conditioned or delayed in the sole and absolute discretion of the Club. The City will indemnify, defend and hold harmless the Club and the other members of the Club Group from and against any and all Costs that may result from the use of Audio Technologies or Scoreboards / Videoboards by the City, or by third parties where the City explicitly or implicitly authorized the use, in each case with or without the consent of the Club. As of the date hereof, it is the intention of the parties that, for City Events, the Club will operate the Audio Technologies and Scoreboards / Videoboards and the City will reimburse the costs of same pursuant to subsection 7(e).

- (b) It is acknowledged that the exterior sign at the Grant Field Facilities (located in proximity to the intersection of Douglas Avenue and Beltrees Avenue) is the property of the Club, and upon any termination of this Agreement, the Club shall be entitled to remove its sign from the Grant Field Facilities provided such sign is replaced by a sign that is acceptable to the City, acting reasonably.

20. NAMING RIGHTS.

- (a) Club Control. The City hereby grants the Club the sole and exclusive right to grant or sell naming rights to the Grant Field Facilities, the Complex Facilities, the Stadium, the Training Center and any portion of any of the foregoing (collectively, the “Nameable Properties”). The City will not be responsible for any costs of implementing or maintaining any naming rights arrangements established by the Club hereunder; however, the City will cooperate in ensuring that any naming rights arrangement so established is respected (for example, by ensuring that any City references to a Nameable Property – including City signage and publications - are updated in accordance with such naming rights arrangements). The Club agrees to proceed with diligence to make reasonable efforts to market the naming of the Grant Field Facilities or the Stadium (in the Club’s discretion). The City shall not have a veto or approval right over the name of the Nameable Properties, however, the Club agrees to keep the City reasonably apprised (subject to any obligations of confidentiality or commercially reasonable discretion during negotiations) of potential naming opportunities under consideration. In connection with the rights set forth herein, the Club may grant to Pinellas County (or one of its departments or agencies) the right to place a Pinellas County-related name on one or more of the Nameable Properties for any period of the Term.
- (b) Vanech Agreement and Historic Names. In exercising its rights pursuant to the preceding subsection, the Club agrees to abide by any applicable limitations contained in the February 16, 1989 “Recreational Development Agreement” between the City and the representatives of the Estate of Louis A. Vanech. In addition, the Club agrees, subject to mutual agreement on size, materials, contents and location, to permit the City to display a plaque, sign, statue or other agreed-upon form of recognition, at (i) the Grant Field Facilities in honor of A.J. Grant, former mayor of the City, and (ii) the Engelbert Site in honor of Cecil P. Englebert, also a former mayor of the City.

(c) Annual Naming Rights Revenues. Annual Naming Rights Revenues in each calendar year of the Term, if any, shall be accounted for as follows:

- (i) In the event that the Club receives more than one thousand dollars (\$1,000) of Annual Naming Rights Revenues in any particular calendar year of the Term, but less than one hundred thousand one dollars (\$100,001), the Club shall pay all of the Annual Naming Rights Revenues received by it to the City and the City shall deposit same into the Capital Replacement Fund maintained in accordance with Section 33 hereof,
- (ii) In the event that the Club receives more than one hundred thousand one dollars (\$100,001) of Annual Naming Rights Revenues in any particular calendar year of the Term, but less than two hundred and fifty thousand and one dollars (\$250,001), the Club shall pay the following amount to the City and the City shall deposit same into the Capital Replacement Fund maintained in accordance with Section 33 hereof: one hundred thousand dollars (\$100,000) plus fifty percent (50%) of the Annual Naming Rights Revenue received by the Club in excess of one hundred thousand one dollars (\$100,001), or
- (iii) In the event that the Club receives more than two hundred and fifty thousand dollars (\$250,001) of Annual Naming Rights Revenues in any particular calendar year of the Term, the Club shall pay the following amount to the City and the City shall deposit same into the Capital Replacement Fund maintained in accordance with Section 33 hereof: one hundred seventy five thousand dollars (\$175,000).

In no event will the Club be obligated to contribute greater than one hundred and seventy five thousand dollars (\$175,000) to the Capital Replacement Fund in connection with any single calendar year of the Term.

21. OTHER REVENUE. Except for fees generated by the City in connection with its use and oversight of the Shared Use Practice Fields pursuant to Section 8 of this Agreement, the Club shall be entitled to any and all fees from third-parties for use of the Dunedin Facilities during the Term, as well as any other monies, fees and revenues, without limitation, generated pursuant to other revenue streams not enumerated elsewhere in this Agreement.

22. CITY LUXURY SUITE USE.

- (a) During each calendar year of the Initial Term, the City will be permitted to use one of the standard-sized luxury suites at Dunedin Stadium during up to:
 - (i) Four (4) Home Major League Team ST Games, and
 - (ii) Four (4) Home Minor League Team Games.
- (b) In order to secure suite use hereunder for any specific calendar year of the Initial Term, the City shall be required to give the Club written notice (which may include email):
 - (i) of the specific Home Major League Team ST Game dates requested on or before November

15 of the immediately preceding calendar year (or such later date that is no more than fifteen (15) days after the publication of the Major League Team's Spring Training schedule), and

- (ii) of the specific Home Minor League Team Game dates requested on or before November 15 of the immediately preceding calendar year (or such later date that is no more than fifteen (15) days after the publication of the Minor League Team's schedule).

Within two (2) weeks of receiving either of the foregoing notices, the Club will confirm in writing to the City whether the dates requested are in fact available and, if not, any alternate dates that are available. The City shall then confirm in writing whether the dates provided by the Club are acceptable and, upon confirmation, those dates will be considered reserved for the City's use (the "**Reserved Dates**"). If the City does not provide notice in accordance with the foregoing, the Club shall be relieved of its obligations hereunder for the remainder of that calendar year only. Similarly, if the City requests use of a suite for less than the maximum number of possible games or the parties agree that the Reserved Dates shall be for less than the maximum number of possible games, the Club shall be relieved of its obligations in connection with any such additional games for the remainder of that calendar year only.

- (c) Subject to any capacity limitations that may exist pursuant to fire codes, liquor licenses or any other laws, regulations or licenses, the City will receive up to sixteen (16) admission tickets for each of the Reserved Dates. The City's use of a luxury suite hereunder for the Reserved Dates shall not be subject to any license fee or any fee for admission tickets. The City shall, however, be responsible to pay for any and all food and beverage (at standard prices from time to time and subject to any and all minimum charges), as well as any host or hostess costs. In addition, the City's use of a luxury suite will be subject to the Club's standard luxury suite license agreement terms in place from time to time (which the Club will be permitted to deliver to the City by any means, including email and which will be deemed to be incorporate by reference into this Agreement).

23. CITY CEREMONIAL FIRST PITCH. Elected members of the Dunedin City Commission shall have the opportunity to participate, along with representatives of Pinellas County and/or the Club, in the ceremonial pitch that occurs at the first game played at Dunedin Stadium during the Term. Thereafter, City representative(s) shall have the opportunity to participate in a ceremonial first pitch prior to one (1) Home Major League Team ST Game in each Spring Training Season during the Term.

24. DAMAGES OR DESTRUCTION OF DUNEDIN FACILITIES.

- (a) Casualty Event. If the Dunedin Facilities are damaged or destroyed by hazard, fire, lightning, smoke, windstorm, flood, hurricane, rain, snow, mold, earthquake, sinkhole, mudslide, other earth movements, malicious damage, war, insurrection, riot, terrorism (whether certified or uncertified) or other similar casualty (each, a "**Casualty Event**"), the City shall be obligated to repair and rebuild the damaged or destroyed portion of the Dunedin Facilities with thorough diligence, acting in good faith, to its condition immediately before such loss or the condition required by law, whichever is greater (the "**Restoration Standard**"). The City shall use the

proceeds from the property insurance maintained by the City on the Dunedin Facilities and its structural components (as further described in subsection 30(b) of this Agreement). In the event that the funds available from the aforementioned insurance proceeds are not sufficient to cover the cost of the repairs or rebuilding, the City shall be responsible to provide the additional funds. The City shall promptly commence and shall diligently proceed to complete the repair and reconstruction of the Dunedin Facilities as soon as possible after the occurrence of the applicable Casualty Event.

- (b) Significant Casualty Event Occurring During Final Five (5) Years of the Term. If a Casualty Event occurs during the final five (5) years of the Term of this Agreement (including any Renewal Term) and the reasonable estimate of the cost to repair or rebuild the Dunedin Facilities (as supported by a minimum of three (3) independent written quotes secured by the City and verified by the Club) exceeds USD \$40,500,000 (adjusted for inflation in accordance with the Turner Building Cost Index or, alternatively in the event that the Turner Building Cost Index should cease to be utilized as an industry-wide tool for non-residential construction costs, the Producer Price Index for Non-residential Building Construction) then the Club shall have the right, exercisable in writing within forty five (45) days of the Club receiving the aforementioned cost estimate (the “Cut-Off Date”), to extend the Term of the Agreement by an five (5) years. In the event that the Club does not exercise the foregoing right to extend the Term of the Agreement, the Agreement will automatically terminate thirty (30) days following the Cut-Off Date. In the event the Club does exercise the foregoing right extend the Term of the Agreement, the Term of the Agreement will be extended accordingly and the Agreement (including the remainder of this Section 24) will apply without modification. For certainty, if the Club exercises the foregoing option during the Initial Term, then the Initial Term will be deemed extended by five (5) years, whereas if the Club exercises the foregoing option during a Renewal Term, that particular Renewal Term will be deemed extended by five (5) years.
- (c) Meeting and Discussion Following Casualty Event. The parties will make reasonable efforts to meet within fifteen (15) days following the occurrence of any Casualty Event, and thereafter from time to time when necessary to do so, in order to consider and discuss matters that may be pertinent to the efficient and effective repair and restoration of the Dunedin Facilities (e.g. the extent of damage, the degree of impact on the Club’s operations, possible approaches to timing and scheduling of repairs). In the event that the parties mutually agree that any modifications to the process and deadlines set out below are necessary and appropriate (which neither party shall be obligated to do), such modifications shall only be effective where documented in writing and approved (signed) by the Club’s signing officers and the City Manager for the City of Dunedin or his / her designee.
- (d) Repair / Reconstruction Process and Progress Points. Unless otherwise mutually agreed by the parties in writing in accordance with the preceding subsection, upon the occurrence of a Casualty Event, the City, acting reasonably and in good faith, shall be required to abide by the following process and the deadlines contained therein:
- (i) *Forty five (45) Day Progress Point.* Within forty five (45) days following the occurrence of a Casualty Event, the City shall have taken all actions reasonably available to it to initiate and expedite the process of repairing or rebuilding the Dunedin Facilities, including, without limitation:

- (A) Filing an insurance claim and providing any and all information required or requested by the applicable insurance carriers and their agents, and
 - (B) Completing an assessment of the damage (structural and otherwise) by one or more qualified, licensed, appropriately experienced architects and engineers.
- (ii) *Nine (9) Month Progress Point.* Within nine (9) months following the occurrence of a Casualty Event, the City shall have made substantial and material progress towards commencement of the actual repair and reconstruction of the Dunedin Facilities, including, without limitation:
- (A) Having received or reserved all of the funds necessary to pay for all of the costs of the repair and reconstruction (in the form of insurance proceeds, or funds or a combination of both), and
 - (B) Having hired all necessary firms to complete the repair and reconstruction (i.e. architects, engineers and construction firms).
- (iii) *Twelve (12) Month Progress Point.* Within twelve (12) months following the occurrence of a Casualty Event, the City shall have commenced the actual repair and reconstruction of the Dunedin Facilities (i.e. “shovels in the ground”).
- (iv) *Eighteen (18) Month Progress Point.* Within eighteen (18) months following the occurrence of a Casualty Event, the City shall have made substantial and material progress towards completing the actual repair and reconstruction of the Dunedin Facilities.
- (v) *Twenty Four (24) Month Progress Point.* Within twenty four months (24) months following the occurrence of a Casualty Event, the City shall have completed the actual repair and reconstruction of the Dunedin Facilities, in accordance with the Restoration Standard.

The City shall provide regular written updates to the Club as to its progress in regard to all of the above progress points, and shall provide the Club with any and all available information in connection with the Casualty Event and all matters related to the repair and reconstruction of the Dunedin Facilities (including any insurance claims and any other related matters). The Club shall have full rights of input and consultation in regard every part of the above process and, further, the Club shall have approval rights, acting reasonably, in regard to all decisions that could be reasonably expected to affect its current or future use of the Dunedin Facilities. The City and the Club will consult with each other to determine the extent of damage and the most effective plan for the City to implement and complete the repair and reconstruction process within the shortest possible time.

- (e) Matters Pertaining to City Repair and Rebuilding. The City shall undertake the rebuilding and repair of the damaged facilities in accordance with the plan mutually agreeable to the City and the Club. To the fullest extent permitted by applicable law, the City will expedite any required procurement process to obtain the necessary services required to complete the repair and

rebuilding of the damaged or destroyed Dunedin Facilities. In completing the repairs and rebuilding of the Dunedin Facilities, the City will give priority to restoring any damage caused to the Spring Training practice fields and player development and rehabilitation facilities located at the Englebert / Vanech Recreational Complex in order to reduce, to the fullest possible, any loss of use of such facilities during the Spring Training Season.

- (f) Interference with Club Operations. If a Casualty Event or any resultant repair or reconstruction effort interferes with the Club's operations, activities or its use the Dunedin Facilities (a "Casualty Event Interference"), then, notwithstanding anything else in this Agreement, the Club will be temporarily authorized to use other facilities and to schedule some or all of its activities and/or events, including but not limited to Home Major League Team ST Games, at other facilities, without limitation. During any calendar year of the Term in which there is a period of Casualty Event Interference that impacts the playing of Home Major League Team ST Games at the Stadium:
- (i) the Club's obligation to provide the City with any marketing assets, suite use and other similar rights and benefits will be suspended,
 - (ii) the Club's obligation to impose, collect and remit the Capital Replacement Surcharge will be suspended,
 - (iii) the Club's obligation to remit amounts pursuant to subsection 20(a) of the Agreement (Naming Rights payments) will be suspended, and
 - (iv) the Club will be deemed to have played the required number of such games as specified subsection 3(a) of the Agreement.

For certainty, where a Casualty Event Interference prevents all or most of the Major League Team from utilizing the New Training Center or other portions of the Complex Site for its / their intended purposes and the Club makes use of other facilities for the Major League Team, then those events will be deemed to have impacted the playing of Home Major League Team ST Games at the Stadium.

(g) Annual Capital Contribution Following Casualty Event.

- (i) If the City fails to achieve any of the requirements of paragraph 24(d)(i) or 24(d)(ii), above, within the stated timeframes (or such longer period to which the Club may agree in writing) then the Club's obligation to make the Annual Capital Contribution will be suspended from the date of the City's failure until the date upon which the City has returned the Dunedin Facilities to the Restoration Standard.
- (ii) If the City meets the requirements of paragraphs 24(d)(i) and 24(d)(ii), above, within the stated timeframes (or such longer period to which the Club may agree in writing), then during the initial twelve (12) month period immediately following Casualty Event, the Club's obligations under this Agreement to make the Annual Capital Contribution will continue. If the repair and/or rebuilding of the damaged facilities to the Restoration

Standard is not completed within twelve (12) months following the applicable Casualty Event, then, subject to the following sentence, the Club's obligation to make the Annual Capital Contribution will be reduced by fifty percent (50%). If the repair and/or rebuilding of the damaged facilities to the Restoration Standard is not completed within eighteen (18) months following the applicable Casualty Event, then the Club's obligation to make the Annual Capital Contribution will be suspended. By way of example, if the repair and rebuilding takes twenty (20) months to complete, the Club would pay the Annual Capital Contribution in full for the first 12 months, the Club would pay 50% of that portion of the Annual Capital Contribution attributable the next 6 months and the Club would have no payment obligation in connection with that portion of the Annual Capital Contribution that attributable to the final 2 months.

If there is an overpayment of the Annual Capital Contribution by the Club to the City as a result of the operation of this subsection 24(g), the City will promptly refund any such overpayments to the Club.

(h) Club Self-Help and Termination Rights. If the City fails to achieve any one or more of the requirements of paragraphs 24(d)(iii), 24(d)(iv) or 24(d)(v), above, within the stated timeframes (or such longer period to which the Club may agree in writing) or fails to meet the Restoration Standard, the Club shall have the following rights:

(i) to engage in self-help to complete the repair and reconstruction of the Dunedin Facilities, and/or

(ii) to terminate this Agreement.

The Club may exercise its rights described herein upon written notice to the City delivered within thirty (30) days following the passage of the applicable timeframe (or such longer period to which the Club agreed in writing). In the event that the Club elects to complete repair and reconstruction of the Dunedin Facilities, the City shall cooperate in good faith to transition all responsibilities for construction oversight to the Club and to provide the Club reasonable access to the balance of all insurance proceeds awarded to the City and, upon the City doing so, the Club shall forego its termination right hereunder. Upon a termination by the Club hereunder, all of the parties' obligations under the Agreement, excepting those specifically identified as surviving termination, shall cease.

(i) Club Disaster Mitigation Plan. Prior to the Effective Date and a minimum of every five (5) years thereafter, the Club shall prepare (or as applicable, review and where necessary, update) a disaster mitigation plan in which the Club articulates the procedures the Club intends to follow in order to mitigate potential losses from common natural disasters such as hurricanes (the "**Disaster Mitigation Plan**"). The Club will endeavor to satisfy reasonable City requirements in connection with the development of its Disaster Mitigation Plan, provided that such requirements are provided to the Club in writing by the City in advance and further provided that such requirements are in fact applicable to the City itself and to all licensees of City-controlled property and facilities. The Club will be permitted to get independent input and advice in connection with its Disaster Mitigation Plan and where such input and advice

conflicts with City requirements, the parties shall discuss same and attempt to reach a mutually agreeable resolution. The Disaster Mitigation Plan is intended as a preparatory resource that may help guide the Club's actions in the event of certain potential events and neither the Disaster Mitigation Plan nor anything contained in this subsection 24(i) herein shall serve to reduce, eliminate or derogate from the City's obligations as set out in this Section 24.

- (j) Casualty Event Caused by Club Misconduct. In the event that a Casualty Event is caused solely and exclusively by the gross negligence or willful misconduct of the Club (including its employees and agents), all of the foregoing provisions shall apply as written, except that the paragraph 24(g)(ii), above, shall be deemed to be modified so that:
- (i) there will be no reduction to the Annual Capital Contribution until the passage of eighteen (18) months following the applicable Casualty Event (instead of twelve (12) months), and
 - (ii) following the passage of such eighteen (18) month period, the Annual Capital Contribution will be reduced by fifty percent (50%).

By way of example, if, in the circumstances described in this subsection 24(j), the repair and rebuilding takes twenty (20) months to complete, the Club would pay the Annual Capital Contribution in full for the first 18 months, and the Club would pay 50% of that portion of the Annual Capital Contribution attributable the next 2 months.

25. PERSONAL PROPERTY. All areas of the buildings on the Dunedin Facilities designed to contain equipment or personal property, including without limitation the Concession Facilities, shall be designed in a manner to be secured for the protection of such equipment or other items of personal property. Any equipment or personal property brought into buildings on the Dunedin Facilities by the Club or any other user organization shall remain the property of the Club or user organization and shall be used only with the permission of the Club or user organization. In the event that any such use is allowed with the Club's permission, the user of the equipment or personal property will be responsible for any damage to the equipment or personal property so used and the Club shall have no responsibility therefore. The City shall not otherwise be responsible for the loss or damage to any equipment or personal property on the Dunedin Facilities caused by vandalism, hazard, or other matter outside the control of the City.

26. UTILITY COSTS AND RECLAIMED WATER.

- (a) The Club shall be responsible for all utility costs to the Dunedin Facilities, except for utilities to be paid for by the City pursuant to the terms of this Agreement, including utility costs in respect of all City Events and utility costs in connection with the Shared Use Practice Fields during the City Control Period. Utility costs attributable to the use of the Dunedin Facilities by or at the request of the City, including all City Events, will be paid by the City. Utility costs attributable to the use of the Dunedin Facilities by other user organizations may be charged to those user organizations by the Club.
- (b) The City shall, throughout the Term, provide reclaimed water to the Dunedin Facilities at no cost to the Club for the reclaimed water used. For certainty, the City shall ensure that (i) all pumping and other equipment for the foregoing reclaimed water is in place and functioning

properly throughout the Term, such that the Club is able to access such water as and when needed by the Club, and (ii) the Club's access to reclaimed water is given equal priority with all other users, including the City. Subject to the foregoing, the Club acknowledges that the volume of reclaimed water is not unlimited and may vary from time to time. Any repairs to reclaimed water pumping, equipment and infrastructure shall be at the City's expense.

27. CLUB ANNUAL CAPITAL PAYMENT.

(a) Annual Capital Payment.

- (i) For the sole and exclusive purpose of assisting the City in financing the costs of the Improvements for the Dunedin Facilities in accordance with the Development Agreement, the Club will, during the Initial Term of the Agreement, be required to pay to the City the sum equal to the amount necessary to satisfy the debt service requirement (in terms of principal and interest) for a 25 year bond issue on the City's debt obligation required to net a project fund amount of twenty million dollars (\$20,000,000) (the "**Club Repayment Obligation**"). The City shall issue the foregoing bond(s) under commercially reasonable terms and the Club shall have no obligations on the bond(s) as a guarantor or otherwise. The Club shall have the right to review and, acting reasonably, approve all bond documentation together with any underwriter or issuance costs. Unless otherwise mutually agreed, the Club Repayment Obligation will be met by the Club making an annual payment to the City in each year of the Initial Term (the "**Annual Capital Payment**") with each such payment being equal to 1/25th of the Club Repayment Obligation (i.e. each Annual Capital Payment will be equal to the average annual debt service in respect of the aforementioned bonds). The City and the Club hereby acknowledge and agree that this paragraph 27(a)(i) will be amended to reflect the actual dollar amount of the Club Repayment Obligation and Annual Capital Payment and to clarify any other terms following the bond issuance referred to herein.
- (ii) The Club will pay each Annual Capital Payment in four (4) equal quarterly installments, due on or before each of February 1, May 1, August 1, and November 1 for each respective year. The first quarterly payment date shall occur on the date that is mutually agreed by the parties and confirmed in writing in the Development Agreement and the final quarterly payment will occur on the one hundredth quarterly installment date. The City and the Club hereby acknowledge and agree that the final payment dates and other matters addressed in the foregoing may require modification following the issuance of the bonds described in paragraph 27(a)(i) and each party shall act reasonably and in good faith in determining whether to amend this paragraph 27(a)(ii) following such issuance. In the event any installment of the Annual Capital Payment is not received by the City by its respective due date, said installment will bear interest at the prevailing rate charged by the Internal Revenue Service for late payments until paid.
- (iii) Notwithstanding anything else in this Agreement, the Club shall be entitled to pre-pay one or more future Annual Capital Payments or installments at any time in its discretion and, in the event that it does so, the Club's future payment obligations will be reduced

accordingly.

(iv) The Club's obligation to pay the Annual Capital Payment shall be deemed to be satisfied at the time the City satisfies its financing obligations for the renovation and expansion of the Dunedin Facilities if such satisfaction occurs sooner than the twenty-five (25) year time frame described herein or when that portion of the financing obligations for the renovation and expansion of the Dunedin Facilities is paid off if the City refinances its financing obligations to include other unrelated capital improvements.

(v) In the event that the schedule of financing obligations for the renovation and expansion of the Dunedin Facilities pursuant to the terms set forth in the Development Agreement are initiated prior to the Effective Date, then the parties shall, each acting reasonably and in good faith, mutually agree in writing on an earlier date than that specified in paragraph 27(a)(i) upon which the Club will commence the Annual Capital Payments. Under no circumstances is the Annual Capital Payment intended to result in any kind of surplus or capital reserve for the City, nor is intended to pay debt service secured by other sources of revenue to which the City may be entitled. Any and all Annual Capital Payments (and any portion thereof) made by the Club prior to the Effective Date shall be either (1) credited against the Annual Capital Payment obligation immediately upon the commencement of the Term or (2) in the event that this Agreement does not become effective in accordance with the definition of "Effective Date" in subsection 1(hh) or is terminated due to failure of performance under the Development Agreement, reimbursed by the City, with interest.

(b) **Annual License Fee.** The Club shall pay to the City an annual license fee for its use of the Dunedin Facilities in the amount of ten dollars (USD \$10) per year (the "Annual License Fee") throughout the Term of this Agreement. The Annual License Fee is based, in part, on the shared use of the Dunedin Facilities by the Club and other users.

28. TAX LIABILITY.

(a) **Ad Valorem Taxes.** The Club and the City shall share the responsibility for the payment of Ad Valorem Taxes levied against the Dunedin Facilities in each calendar year of the Term as follows:

- (i) the Club shall be responsible for the payment of the first one hundred and fifty thousand dollars (USD \$150,000), and
- (ii) the Club and the City shall each be responsible for the payment of one half (1/2) of any Ad Valorem Taxes in excess of one hundred and fifty thousand dollars (USD \$150,000).

The Club and the City shall coordinate in good faith to mitigate Ad Valorem Taxes levied against the Dunedin Facilities. In particular, the City shall take all actions reasonably available to it to ensure the application of those exemptions and reductions to Ad Valorem Taxes as exist at any particular point in time (including appealing any assessments that do not provide for the application of such exemptions and reductions).

- (b) Taxes Attributable to Club's Use of Dunedin Facilities. Other than Ad Valorem Taxes addressed in subsection 28(a) above, the Club shall be responsible for all taxes or fees directly arising from or attributable to the Club's use of the Dunedin Facilities, whether payable to the City or to any other governmental agencies, including, by way of illustration and not limitation, sales taxes applicable to the Club's purchases of goods and services used in the operation of the Dunedin Facilities. For certainty, the parties hereby acknowledge and agree that Ad Valorem Taxes are addressed exclusively in the subsection 28(a) and are not part of the Club's responsibilities pursuant to this subsection 28(b).

29. INDEMNITIES.

- (a) Club Indemnity. The Club shall indemnify, defend (where applicable) and hold harmless the City and the other members of the City Group from and against any and all Costs which may be sustained, incurred or paid by any of them by reason of, on account of, arising out of or in any way connected to:

- (i) the use of the Dunedin Facilities by the Club,
- (ii) the gross negligence or willful misconduct of the Club or another member of the Club Group, or
- (iii) the acts or omissions of the Club, and of any member of the Club Group, in connection with the Club's obligations hereunder,

provided that such indemnity shall be limited by the extent to which such Costs are caused or contributed to by the City or any member of the City Group (whether by reason of contributory negligence or otherwise).

- (b) City Indemnity. In addition to any other indemnity obligations contained elsewhere in this Agreement, the City shall, to the maximum extent permitted by applicable law, indemnify, defend (where applicable) and hold harmless the Club and the other members of the Club Group from and against any and all Costs which may be sustained, incurred or paid by any of them by reason of, on account of, arising out of or in any way connected to:

- (i) the design or construction of the Dunedin Facilities,
- (ii) the repair or reconstruction of the Dunedin Facilities following a Casualty Event,
- (iii) the use of the Dunedin Facilities by or at the request of the City, including but not limited to City Events,
- (iv) the gross negligence or willful misconduct of the City, and of any member of the City Group, or
- (v) the acts or omissions of the City, and of any member of the City Group, in connection with the City's obligations hereunder,

provided that such indemnity shall be limited by the extent to which such Costs are caused or contributed to by the Club or any member of the Club Group (whether by reason of contributory negligence or otherwise).

- (c) All of the City's indemnification obligations contained in this Agreement, including but not limited to those set out in the preceding subsection, will be subject to the provisions of Section 768.28, Florida Statutes, in all respects except that, to the maximum extent permitted by applicable law:
 - (i) None of the limitations set forth in Section 768.28(5), Florida Statutes, including, but limited to, the limitation on the total liability of the State of Florida, its agencies and subdivisions, shall apply to any claim, action or other legal proceeding in which the City and the Club are both parties (which, for certainty, includes any cross-claims between them in connection with a third-party legal proceeding),
 - (ii) The City shall not assert or rely on sovereign immunity, any limitations of liability set forth in Section 768.28, Florida Statutes or any limitations of liability contained any successor legislation with similar purpose or effect where the effect of the City doing so would be to reduce any contractual obligations of the City hereunder (including any indemnities granted in favor of the Club), and
 - (iii) The City shall not assert or rely on sovereign immunity, any limitations of liability set forth in Section 768.28, Florida Statutes or any limitations of liability contained any successor legislation with similar purpose or effect in connection with a claim, action or other legal proceeding asserted by a third party in which the City and the Club are both named as defendants (each, a "**Third Party Proceeding**") where the effect of the City doing so would increase the Club's actual or potential liability in connection with such Third Party Proceeding.
- (d) Where a party becomes aware of any claim or cause of action (whether threatened or filed) for which it is entitled to indemnification hereunder (such party, in the circumstances, the "**Indemnitee**"), it shall provide the indemnifying party (in the circumstances, the "**Indemnitor**") with written notice of same reasonably promptly thereafter. In any such instance, the Indemnitee shall have the option to either:
 - (i) retain its own counsel and to control the defense of the claim or cause of action, at the expense of the Indemnitor, or
 - (ii) require the Indemnitor to manage the defense of the claim or cause of action, subject to reasonable consultation with the Indemnitee.

Where the Indemnitee elects to proceed as outlined in paragraph (ii), the following rights and restrictions will apply, unless otherwise mutually agreed by the parties in writing. The Indemnitor shall have the right to select counsel, at Indemnitor's expense, to defend the Indemnitee, provided that no settlement terms shall be binding on the Indemnitee without its

prior written consent, which shall not be unreasonably withheld. The Indemnitee shall reasonably cooperate with the Indemnitor's defense of such claim or cause of action.

This Section 29 will survive the expiry or early termination of this Agreement.

30. INSURANCE.

(a) Club Insurance. The Club shall, at its expense, obtain and continuously maintain, without lapse, the following insurance coverage:

- (i) Workers' Compensation and Employer's Liability insurance in compliance with applicable federal and state laws,
- (ii) An occurrence-based Commercial General Liability Insurance Policy, providing coverage for bodily injury and property damage and personal and advertising injury, including but not limited to, contractual liability coverage, host liquor liability coverage, damage to rented premises and products / completed operations coverage, with minimum limits of:
 - USD \$2,000,000 Each Occurrence,
 - USD \$2,000,000 Damages to Rented Premises,
 - USD \$4,000,000 General Aggregate, and
 - USD \$4,000,000 Products / Completed Operations Aggregate,
- (iii) Special Causes of Loss Form Property Insurance (aka All-Risk) coverage in an amount equal to the full replacement value for all Club office furniture, trade fixtures, office equipment, merchandise and all other items of Club's property located within the Dunedin Facility, and
- (iv) Comprehensive Automobile Insurance, covering owned, non-owned, leased, borrowed or hired vehicles, with a minimum combined single limit of \$1,000,000 Each Accident.

Coverage limits may be satisfied through a combination of primary and umbrella/excess policies. Umbrella / Excess policies shall be substantially similar to the underlying coverage. All insurance policies must be issued by an admitted insurance carrier with an A.M. Best rating of A-7 or better. The Club shall name the City as an Additional Insured under the Club's Comprehensive General Liability, Umbrella / Excess, and Automobile policies for any liability arising out of any acts and/or omissions of the Club where required by written contract or agreement with respect to the Dunedin Facilities. All Commercial General Liability and Umbrella / Excess policies must provide cross liability coverage (separation of insureds or severability of interests provision) and shall not include any exclusion for third-party over actions. Further, coverage for the City as an Additional Insureds under the Club's policies shall apply on a primary and non-contributory basis irrespective of any other insurance, whether collectible or not, as per written contract or agreement. The Club shall remain solely responsible for payment of any Club policy deductibles and self-insured retentions or self-insured amounts. All Club insurance policies shall be endorsed to provide a waiver of subrogation in favor of the City as "Additional Insured." The Club shall provide the City with

at least thirty (30) days written notice in the event of cancellation, non-renewal or material modification of any of the Club's insurance policies. The Club shall furnish City with certificates of insurance evidencing compliance with all insurance provisions noted above at least fifteen (15) business days prior to the commencement of the use of the Dunedin Facilities.

(b) Required City Insurance. The City shall, at its expense, obtain and continuously maintain, without lapse, the following insurance coverage:

(i) Workers' Compensation and Employer's Liability insurance in compliance with applicable federal and state laws. For certainty, such insurance will be required for all fire, police, EMT, or other emergency personnel, whether working at or near the Dunedin Facilities or at other locations.

(ii) Special Causes of Loss Form Property Insurance (aka All-Risk) coverage in an amount equal to the full replacement value of the Dunedin Facilities (including, but not limited to buildings and building glass, boilers, equipment, machinery, fields, parking lots, driveways, and other elements) and all other structural alterations and improvements to and within the Dunedin Facilities, whether made by City or Club. Without limiting the generality of the foregoing, the aforementioned insurance coverage shall, at a minimum, provide coverage for hazard, fire, lightning, smoke, windstorm (including Named Windstorm), flood, hurricane, rain, snow, mold, earthquake, sinkhole, mudslide, other earth movements, malicious damage, riot and terrorism (whether certified or uncertified) and other similar casualties. Property insurance should also include coverage for equipment and/or mechanical breakdown. The City shall ensure that all such property insurance policies name the Club as a loss payee. The foregoing policy/ies of insurance will be primary, and the proceeds of same will be used for the repair and/or reconstruction of the Dunedin Facility pursuant to Section 24 of this Agreement. Provided that (A) on an annual basis the City shall review its total insured values and reconfirm and increase its coverage limits as necessary, and (B) the insurance in fact provides coverage sufficient to permit the City to meet all its associated obligations under the Agreement, then the insurance required hereunder from the City may be covered by a blanket policy insuring multiple City properties. The City shall, on an annual basis, consult with the Club and provide the Club with all information pertinent to the matters set out in (A) and (B) in the preceding sentence and the Club shall, acting reasonably, have the right to have input on such matters. As the date of execution of this Agreement, the insurance described in this paragraph 30(b)(ii) is provided by the *Florida Municipal Insurance Trust*. Throughout the Term, the City shall include the Dunedin Facilities in the City's list of "Critical Assets" identified for the purposes of the *Florida Municipal Insurance Trust* or any subsequent coverage provider or claims administrator.

(iii) City Commercial General Liability and Automobile Liability Coverage. The parties have agreed that the City shall have the discretion to carry one or more Commercial General Liability and/or Comprehensive Automobile Insurance policies or to self-insure with respect to such areas of actual or potential liability. As of the date of execution of this Agreement, the City is self-insured. In the event that, at any point during the Term, the City secures one or more Commercial General Liability and/or Comprehensive

Automobile Insurance policies of insurance (whether primary or excess), it shall ensure that:

(A) Any Commercial General Liability policies provide coverage for bodily injury and property damage and personal and advertising injury, including but not limited to, contractual liability coverage, host liquor liability coverage, coverage for Damages to Premises Rented by You and products / completed operations coverage,

(B) Umbrella / Excess policies, if any, are substantially similar to the underlying coverage,

(C) All policies are issued by an admitted insurance carrier with an A.M. Best rating of A-7 or better,

(D) The Club is named as an Additional Insured under the policies for any liability arising out of any acts and/or omissions of the City where required by written contract or agreement with respect to the Dunedin Facilities. Further, coverage for the Club as an "Additional Insured" under the City's insurance policies shall apply on a primary and non-contributory basis irrespective of any other insurance, whether collectible or not, as per written contract or agreement, and

(E) All policies provide cross liability coverage (separation of insureds or severability of interests provision) and may not include any exclusion for third-party over actions.

(iv) The City shall remain solely responsible for payment of any City policy deductibles and self-insured retentions or self-insured amounts. All City insurance policies shall be endorsed to provide a waiver of subrogation in favor of the Club and the other members of the Club Group and where the City is self-insured it waives all rights of subrogation in favor of the Club. The existence of any self-insurance shall not relieve the City of the obligation to indemnify and defend the Club from the inception of any claim or action triggering such indemnity and defense obligations. The City shall provide the Club with at least thirty (30) days written notice in the event of cancellation, non-renewal or material modification of any of the City's insurance policies. The City shall furnish the Club evidence of compliance with all insurance provisions noted above at least fifteen (15) business days prior to the commencement of the use of the Dunedin Facilities, again upon each renewal and further upon the Club's request. The City acknowledges that the Club shall not insure the City's property and the Club shall not insure or protect the property of the City's employees, agents, temporary or leased workers, independent or sub-contractors, contractors, volunteers, exhibitors, performers, sub-licensees, personnel, members, and guests while at the Dunedin Facilities. The City waives all claims against the Club for loss or damage thereto no matter how caused.

(c) Mutual Release and Waiver of Subrogation. The City and the Club, on behalf of themselves and all others claiming under them (including any insurer) waive all claims, demands, or rights of indemnity that either of them may have against the other (including all rights of subrogation) arising out of damage to any property, real or personal, resulting from fire or other casualties, no matter what the cause thereof may be. The parties waive their respective rights, as set forth

herein, because adequate insurance is to be maintained by each of them to protect themselves against all such casualties and they have obtained or agree to obtain from their insurance carriers appropriate "waiver of subrogation" provisions in all such policies of insurance.

31. LIMITATION OF LIABILITY.

- (a) In no event shall one party be liable to the other party for any special, exemplary, indirect, incidental, consequential or punitive damages, loss of profits or loss of business opportunity (collectively, "**Special Damages**"). Notwithstanding the foregoing, in the event an indemnified party has incurred Costs pursuant to a final judicial or administrative action brought by a third party against such indemnified party and a component of such Costs includes Special Damages, the indemnity otherwise provided for in this Agreement to indemnify for Costs shall include the Special Damages element of such Costs.
- (b) Notwithstanding anything else in the Agreement, no sovereign immunity or limited sovereign immunity that may be imposed by law with respect to the City's liability hereunder shall serve to, or be deemed to serve to, increase, expand or add to any liability or responsibility of the Club to third parties and the Club shall not and shall not be deemed to assume or be responsible for any liability or responsibility or excess liability or responsibility for which the City would otherwise be responsible (whether hereunder or otherwise) but for any sovereign immunity or limited sovereign immunity imposed by law.

This Section 31 will survive the expiry or early termination of this Agreement.

32. SUSPENSION OF AGREEMENT.

- (a) Enumerated Events Interfering With Club Operations. If, at any time during the Term, the Club is prevented from using all or any material part of the Dunedin Facilities for its intended purposes as a result of any of the following (each, and "**Enumerated Event**"):
 - (i) a national or local emergency,
 - (ii) an actual or threatened terrorist attack,
 - (iii) the United States being in a state of war,
 - (iv) a labor dispute other than a lock-out or strike of Major League Baseball players,
 - (v) the gross negligence or willful misconduct of the City (including its employees and agents),
 - (vi) the MLB Rules and Regulations or the rules and regulations of Florida State League of Professional Baseball Clubs Inc., the Gulf Coast League or such other league which has authority over a team operated by the Club,
 - (vii) the need or undertaking of Capital Replacements precluding use of the Dunedin Facilities, or

- (viii) any other event beyond the reasonable control of the Club,

this Agreement shall be regarded as suspended for the period during which the Club's use of the Dunedin Facilities is interfered with, except each party's obligations to pay all taxes (including each party's share of ad-valorem property taxes) and each party's obligation to pay for and maintain required insurance coverages. During any such suspension of the Agreement, neither party shall have liability for damages to the other party as a result of the suspension or the Enumerated Event causing the suspension.

- (b) Exclusive Rights and Remedies for Casualty Events Causing Damage. The parties hereby confirm that where there is damage or destruction to the Dunedin Facilities as a result of a Casualty Event (as defined in Section 24, above), it is their intention for the provisions of Section 24 (including those that pertain to any interference with the Club's operations as a result of such Casualty Event) to govern the parties rights and obligations in connection with same. An event that could qualify as either a Casualty Event or an Enumerated Event shall only be considered to be an Enumerated Event where it does not result in damage or destruction to the Dunedin Facilities. By way of illustration, if a terrorist attack results in damage to the Dunedin Facilities, it shall be considered a Casualty Event and the parties' rights and obligations in connection with same shall be determined in accordance with Section 24, above. If a terrorist attack does not result in damage to the Dunedin Facilities but nonetheless interferes with the Club's use of same, it shall be considered an Enumerated Event and addressed in accordance with this Section 32.
- (c) Effect of Suspension. During any suspension of the Agreement hereunder, the Annual Capital Payment shall be suspended only if it was the actions or omissions of the City or those for whom the City is at law responsible that caused the Club to be prevented from using the Dunedin Facilities or any material part thereof. The provisions of this Agreement which are not directly affected by the Club being unable to use the Dunedin Facilities or such material part thereof shall remain in full force and effect during the period of such suspension. During the period of such suspension, the Club shall be entitled to conduct its games, practices and other activities at alternate facilities of its choice and the Club will be deemed to have played the required number of such games as specified subsection 3(a) of the Agreement. For certainty, in the event that any Home Major League Team ST Games or Home Minor League Games are cancelled or otherwise impacted during any period of suspension, the Club's game-related obligations under the Agreement shall not apply (including, but not limited to, its obligations in connection with marketing and promotional opportunities and the collection and remittance of the Capital Replacement Surcharge).
- (d) Termination of Agreement. Notwithstanding anything else in this Section 32, if the period of the suspension hereunder extends beyond twelve (12) months and such arises by reason of a national or local emergency, an actual or threatened terrorist attack, the United States being in a state of war, a labor dispute (other than a lock-out or strike of Major League Baseball players), or the gross negligence or willful misconduct of the City (including its employees and agents), then the Club shall have the option, exercisable in its sole discretion, to terminate this Agreement without liability to the City therefore.

33. CAPITAL REPLACEMENT FUND.

- (a) Establishment and Funding. During the Term of this Agreement, the City shall maintain an interest bearing fund for the purpose of Capital Replacement expenditures which shall be known as the “**Capital Replacement Fund**”. The Capital Replacement Fund shall be used solely for Capital Replacement expenditures. The Capital Replacement Fund shall be funded from the following sources:
- (i) Amounts paid to the City by the Club on account of the Capital Replacement Surcharge, in accordance with subsection 12(d) of this Agreement,
 - (ii) That portion of the Annual Naming Rights Revenues paid to the City by the Club in accordance with subsection 20(a) of this Agreement,
 - (iii) Proceeds of any taxable debt instrument issued by the City to fund a portion of the costs of the Project or other non-debt proceeds contributed by the City to pay a portion of the costs of the Project that are not, as agreed by the Club, needed to pay costs of the Project, and
 - (iv) All interest accrued on amounts held within the Capital Replacement Fund.

In addition to the above, on or before June 30th of each of the sixth, seventh, eighth, ninth and tenth calendar years of the Initial Term, the City shall pay One Hundred Thousand Dollars (\$100,000) into the Capital Replacement Fund. By way of illustration, if the Effective Date of the Agreement is in the year 2019, then the City shall pay One Hundred Thousand Dollars (\$100,000) into the Capital Replacement Fund on or before June 30th of each of the years 2024, 2025, 2026, 2027 and 2028.

- (b) Nature of Capital Replacement Fund and Accounting. The City shall maintain the Capital Replacement Fund and shall separately account for it. The Capital Replacement Fund shall be in the nature of a trust fund and the Club will, at any time, be entitled to all records regarding the status of such Capital Replacement Fund and the information about amounts accrued therein. The City shall provide the Club with an accounting in respect of the Capital Replacement Fund at least annually, on or before October 30 in each year of the Term, whether or not requested by the Club. The designation and establishment of the Fund in and by this Agreement shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such revenues as herein provided.
- (c) Approval of Expenditures. Expenditures of amounts held in the Capital Replacement Fund shall, unless otherwise mutually agreed in writing by the City and the Club, be limited to Capital Replacement at the Dunedin Facilities and shall require the joint approval of the City and the Club, not to be unreasonably withheld or delayed. At the end of the Term, the City may inspect the Dunedin Facilities for purposes of confirming that all Capital Replacement expenditures that were approved and scheduled prior to the end of the Term and supposed to

be addressed by the Club during the Term were completed. In the event that the City discovers any such incomplete Capital Replacements, the Club and the City shall work in good faith to utilize remaining funds in the Capital Replacement Fund for such purposes. By way of clarification, normal wear and tear of the Dunedin Facilities at the end of the Term shall not constitute a basis for undertaking Capital Replacements. Nothing herein is intended to afford the City any right to claim Capital Replacement expenditures that would not otherwise have been performed during the Term and the City shall not utilize this inspection process as a means to update the Dunedin Facilities with Capital Replacement Expenditures at the end of the Term utilizing the Capital Replacement Fund. The Club shall be entitled to all amounts in the Capital Replacement Fund at the end of the Term.

- (d) City Responsibilities. Capital Replacements shall be undertaken by the City as and when required, without cost or expense to the Club, to the extent that the expenses can be funded first through the exercise of any warranty held by the City (for example a warranty relating to the construction of the Improvements), or second by the Capital Replacement Fund. The City shall administer the approved expenditures of amounts held in the Capital Replacement Fund and shall undertake and complete any Capital Replacement projects that the parties have mutually agreed upon and shall follow all normal purchasing, bidding and construction practices set forth in the City of Dunedin Code of Ordinances, unless the parties shall mutually agree, each acting reasonably, for some or all of a particular Capital Replacement project hereunder to be delegated to the Club to complete, in which case the Club would be reimbursed from the Capital Replacement Fund.
- (e) City's Right to Inspect; Request Capital Replacements. The City shall have the right but not the obligation to conduct an inspection of the Dunedin Facilities in the event that there is either: (a) an open and obvious hazard or dangerous structural condition, or (b) a clear and material violation of applicable laws in connection with matters under the Club's direct control or responsibility. The City will notify the Club in writing in the event that desires to conduct an inspection pursuant to the foregoing and shall give the Club reasonable advance notice and an opportunity to schedule same for a mutually agreeable date and time. In conducting any such an inspection, the City shall include one or more persons who are appropriately qualified and licensed to inspect the specific matters at issue and to report thereon. Following any such inspection by the City, the City shall provide the Club with all documentation, including photographs, field notes and final reports, relating to the inspection and results or findings associated therewith. In the event that the results of an inspection suggest that Capital Replacements should be made to the Dunedin Facilities to remedy any hazard or dangerous structural condition or bring the Dunedin Facilities into legal compliance, the City may request that Capital Replacements be undertaken for these purposes and the parties, each acting reasonably, will endeavor to address such Capital Replacements pursuant to subsections 33(c) and 33(d), above. The purpose of this provision is to permit the City with an inspection right to potentially address concerns regarding health, safety and general welfare. The inspection right described herein is not intended to permit the City to request or claim Capital Replacements are needed to items that have encountered normal wear and tear.
- (f) Club Responsibility for Expenditures in Excess of Capital Replacement Fund. Unless otherwise mutually agreed by the parties, the Club will be responsible to pay the costs of

Capital Replacements:

- (i) in circumstances outside of those addressed in subsections 33(c), 33(d) (relating to the City's exercise of any warranty associated with the Improvements or otherwise in connection with the Dunedin Facilities) and 33(e), and
- (ii) in circumstances addressed in subsections 33(c) and 33(e) but where the costs of the specific Capital Replacements agreed to be undertaken exceed the then-available funds held in the Capital Replacement Fund. In this latter circumstance, the Club's responsibility for costs would be limited to the amount by which the costs of the specific Capital Replacements exceed the then-available funds held in the Capital Replacement Fund.

In connection with Capital Replacements in connection with paragraph 33(f)(i), the Club shall have the option to undertake the Capital Replacements itself or to request that the City undertake same. The City shall not decline a request from the Club hereunder unless the request is unreasonable or would be unachievable by the City in the time frames requested by the Club. Where the City undertakes Capital Replacements hereunder, it shall follow all normal purchasing, bidding and construction practices set forth in the City of Dunedin Code of Ordinances, and the Club will reimburse the City for its expenditures on a rolling basis as such expenditures take place.

- (g) Club Discretion. Nothing in the foregoing shall limit the Club's discretion to undertake Capital Replacements at the Dunedin Facilities where such Capital Replacements do not utilize amounts held in the Capital Replacement Fund.

34. FF&E.

- (a) All FF&E located within the Dunedin Facilities as of the Effective Date will be owned by and be the property of the Club. Throughout the Term, the Club shall have the right at all times to modify, remove, replace and install FF&E in its sole discretion and at its sole expense and all such FF&E shall be owned by and be the property of the Club.
- (b) Within a reasonable period of time (not to exceed ninety (90) days) following the expiry or earlier termination of this Agreement, the Club shall remove, at its own cost, all of the FF&E, and the failure to so remove such FF&E shall cause a forfeiture of any remaining FF&E to the City.

35. EXPANSION AND RENOVATION OF FACILITIES. As of the Effective Date, the City has completed the Project, being a major renovation and expansion of the Dunedin Facilities in accordance with the Development Agreement and including the Improvements.

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36. NATURE OF AGREEMENT/MISCELLANEOUS.

- (a) License. This Agreement shall be deemed to be a use agreement in the nature of a license and shall not be deemed to be a lease or conveyance of any real property rights nor shall this Agreement constitute an agreement for the use of real property that would subject the parties to the provisions of any statute regarding landlord and tenant rights. This Agreement shall not establish a landlord-tenant relationship between the parties. This Agreement shall not constitute a partnership, joint venture or create an agency relationship between the parties.
- (b) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida regardless of any principles of conflict of laws or choice of laws of any jurisdiction. The exclusive jurisdiction, venue and forum of any lawsuit or legal proceeding arising out of this Agreement shall only be the state courts of Florida located in Pinellas County, Florida and the Federal Courts located in Hillsborough County, Florida. The Parties waive any and all rights to object to jurisdiction or venue in other forums.
- (c) Compliance. The City shall be solely responsible to ensure that that Dunedin Facilities comply with all applicable building codes, laws and ordinances of the City of Dunedin, the State of Florida, Pinellas County and other governmental agencies and shall, in connection with the foregoing, have the right, from time to time and on reasonable advance notice to the Club, to inspect the Dunedin Facilities.
- (d) Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement between the parties and replace and supersede all prior agreements and representations, including, in particular, the Existing Agreements. No alteration, amendment or modification to this Agreement shall be valid unless executed in writing by the parties, and no subsequent oral agreement shall have any validity or in any way affect the terms of this Agreement; provided, however, that no provision of this Agreement will be supplemented, modified, amended or waived without MLB Approval.
- (e) Assignment. The Club may assign this Agreement or any of its rights or obligations hereunder to any entity affiliated with the Club or to the successor of the Club in its ownership of the Major League Team. Subject to the foregoing and except as otherwise expressly provided herein or consented to by the City, the Club shall have no right to assign or transfer any rights, privileges or obligations granted by the terms of this Agreement to any third party. In the event of an assignment in contravention of the preceding sentence, the Club shall continue to be primarily responsible to the City for the performance of the Club's obligations under the terms of this Agreement.
- (f) Inurement. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement shall be interpreted to be for the benefit of a third party.
- (g) Currency. All dollar amounts hereunder are expressed in U.S. currency.

- (h) Counterparts. This Agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document. Counterparts may be transmitted by fax or in electronically scanned form. Parties transmitting by fax or electronically will also deliver the original counterpart to the other party, but failure to do so does not invalidate this Agreement.
- (i) Invalidity. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- (j) Delegation. No provision of this Agreement shall be construed to have made, permit or require the delegation by the City to the Club or any other party of any governmental function of the City.
- (k) Radon. As required by law, the City hereby makes the following disclosure:

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit. This acknowledgment is given pursuant to Florida Statutes 404.056(8) and is required by law to be given at or before the time a contract for the use of real estate is signed.

- (l) Right of First Refusal. In the event that the City shall obtain title to the property immediately east of the Grant Field Facilities, presently belonging to the Pinellas County School Board, presently occupied by Curtis Fundamental Elementary School, then and in that even the City does hereby grant a right of first refusal to lease the same property to the Club in the event that the City shall offer such property for lease or sale to a third party. In the event that the City offers such property for lease or sale and receives an offer of lease or purchase on said property, the City shall give the Club thirty (30) days written notice of such contract and the Club shall have the right for thirty (30) calendar days from the date of receipt of such notice to advise the City in writing that it wishes, at the Club's option, to lease or purchase said property on the same economical terms and conditions set forth in the offering contract. In the event that the Club choose to exercise such right of first refusal, it shall present a contract reflecting the same terms and conditions as the offering contract within the aforesaid thirty (30) day period. The right of first refusal shall be coterminous with the Term of this Agreement.
- (m) The parties hereby agree to furnish upon request to each other such further information, to execute and deliver to each other such other documents, and to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement. In the event that this Agreement is executed prior to the finalization of the Development Agreement, the parties shall update this Agreement to include any references to provisions of the Development Agreement that may be required.

37. DEFAULT.

- (a) The occurrence of one or more of the following shall constitute an event of default:
- (i) The Club fails to pay or cause to be paid, in full and when due, any installment in connection with the Annual Capital Contribution called for herein and the Club does not cure such failure within forty five (45) days of receipt of notice of such default from the City. In the event of a default arising from the failure to make payment of an installment in connection with the Annual Capital Contribution, the City may declare that all Annual Capital Contributions shall accelerate to maturity and all such Annual Capital Contributions shall become immediately due and payable.
 - (ii) The failure by either party to perform, observe or comply with timely, at any time during the Term, any term, representation, condition, obligation, covenant, or other provision requiring performance of that party under this Agreement (except the payment of any installment on account of the Annual Capital Contribution) and such failure is not cured within sixty (60) days after written notice, specifying the nature of such failure and requesting that it be remedied, given by the non-defaulting party to the defaulting party, unless the non-defaulting party shall agree in writing to an extension of such time prior to expiration; provided, however, if the failure stated in the notice cannot reasonably be corrected within the applicable period, no event of default shall be deemed to exist hereunder if corrective action is instituted by the defaulting party promptly upon receipt of the written notice and is diligently pursued until corrected.
 - (iii) The dissolution or liquidation of the Club, or adjudication of the Club as bankrupt, or the appointment of a receiver of any of the Club's property, or the assignment of any of the Club's property for the benefit of its creditors, if the Club fails to lift, stay or dismiss within a reasonable time frame acting in good faith with diligent efforts such proceedings or similar proceedings under Canadian law.
 - (iv) An Impermissible Relocation Event occurs (which, for certainty, shall not include a temporary relocation by the Club that is permitted under this Agreement).
 - (v) The Club disposes of all or substantially all of its assets, other than to a permitted assignee.
- (b) In the event of any default by the Club, the City may take any action as is permitted in law or in equity as it may appear necessary or desirable to collect any amount to be paid by the Club hereunder when due, or to enforce any obligation or covenant or agreement of the Club under this Agreement; provided, however, no such enforcement shall include a requirement of the Club to play Home Major League Team ST Games at the Dunedin Facilities during the Term, the City's remedies in respect of any default in so playing being limited to monetary damages.
- (c) In the event that an event of default by the City occurs, the Club may take any action as is permitted in law or in equity may, including instituting such action against the City as the Club may deem necessary to compel performance or the Club may perform the City's obligations hereunder and deduct the cost of so doing from payments required to be made hereunder to the

City.

- (d) No delay or omission to exercise any right or power accruing upon any event of default shall impair any right or power or shall be construed to be a waiver thereof but any such right or power may be exercised from time to time and as often as may be deemed expedient. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- (e) In the event either party shall default under any of the provisions of this Agreement and the other party should employ attorneys or incur other expenses for the collection of any amount due hereunder or the enforcement of performance or observance of any obligation or agreement herein contained, the non-breaching party if successful in such proceedings, shall be entitled to recover from the breaching party the reasonable fees of such attorneys and such other expenses so incurred.
- (f) Except as limited by applicable law or this paragraph, no remedy conferred upon or reserved to the parties is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and in addition to any other remedy given under this Agreement now or hereafter existing at law or in equity or by statute.
- (g) Notwithstanding any other provision of this Agreement, the City shall not terminate this Agreement, and the City shall not take possession of the Dunedin Facilities upon an event of default or exercise any other remedy made available to it hereunder, during any Spring Training Season.

38. RELOCATION EVENTS.

- (a) For the purposes of this Section 38:
 - (i) **"Impermissible Relocation Event"** means the permanent cessation of use by the Club of the Dunedin Facilities for Spring Training purposes which is not a Permissible Relocation Event; and
 - (ii) **"Permissible Relocation Event"** means a permanent cessations of use by the Club of the Dunedin Facilities for Spring Training purposes that is excused or permitted by the terms of the Agreement. For clarity, in any circumstance in which this Agreement provides the Club with a right to terminate this Agreement (i.e. pursuant to subsection 24(h) and subsection 32(d)) or in which the Agreement automatically terminates (i.e. pursuant to subsection 24(b)), any related cessation of use will be deemed to be a Permissible Relocation Event.
- (b) Upon the occurrence of an Impermissible Relocation Event, the Club shall be obligated to:
 - (i) reimburse the State for all remaining payments to be made by the State pursuant to Section 288.11631, Florida Statutes from the date of the Impermissible Relocation Event through

the end of the Term,

(ii) reimburse the County for all remaining payments to be made by the County under the Interlocal Agreement with the City from the date of the Impermissible Relocation Event through the end of the Term,

(iii) reimburse the City for all remaining payments to be made by the City on a debt instrument issued by the City for financing the costs of the renovation and expansion of the Dunedin Facilities in accordance with the Development Agreement (not included in item (i) or (ii) above) from the date of the Impermissible Relocation Event through the end of the Term, and

(iv) reimburse the City for its pro-rata share of the City's original capital contribution to the Project not included in (i), (ii) or (iii) above,

except to the extent any of the foregoing amounts are otherwise recoverable by the City (e.g. through insurance proceeds, a third party contractual indemnity or other means).

(c) Upon the occurrence of a Permissible Relocation Event, the Club shall not have any obligation to reimburse the amounts set out in the preceding subsection and the City shall be solely responsible for all such amounts. Without limiting the generality of the foregoing, and for further clarity, the parties agree that if the Club terminates this Agreement pursuant to its termination rights under subsection 24(h) or subsection 32(d) or the Agreement automatically terminates pursuant to subsection 24(b):

(i) the Club will promptly notify the applicable agency of the State of Florida that has been charged with administrative oversight and enforcement of the State Development Funds (the "State Agency"), as well as the applicable agency of Pinellas County that has been charged with administrative oversight and enforcement of the County's funding commitments the Project (the "County Agency"),

(ii) the Club will not have any further obligation pursuant to this Agreement or the Development Agreement, to pay any amounts to the City, or to make any other payments or contributions, pursuant to the Agreement, nor will the Club have any further liability to the City,

(iii) the Club will not have any obligation pursuant to this Agreement or the Development Agreement to repay either the City or the State of Florida for any State Development Funds in connection with such Club termination,

(iv) the Club shall be entitled to all amounts then held in the Capital Replacement Fund, less only those amounts contributed by the City to same pursuant to Section 33 hereof during the years 2024, 2025, 2026, 2027 and/or 2028 that were not previously utilized for Capital Replacements,

(v) the Club will not have any obligation pursuant to this Agreement or the Development

Agreement to repay either the City or Pinellas County for any amounts contributed by Pinellas County to the Project or any amounts remaining to be paid by Pinellas County under the Interlocal Agreement with the City in connection with such Club termination, and

(vi) the City shall indemnify and hold the Club harmless from any assertion or claim by the State Agency, the State of Florida, the County Agency or Pinellas County that any amounts are payable to any of them by the Club.

39. NOTICES. Any notice or other communication relating to enforcement of this Agreement shall be in writing, and shall be deemed given: (a) in the case of hand delivery, upon delivery to the addresses set forth below; and/or (b) in the case of mail, five (5) business days after mailing to the addresses set forth below; and/or (c) in the case of facsimile, upon receipt of transmission if received on a business day or otherwise at the commencement of the first business day following transmission to the facsimile numbers set forth below, and/or (d) in the case of courier, upon confirmation of delivery to the addresses set forth below:

If to the City: The City of Dunedin
542 Main Street
Dunedin, Florida, USA
34698

Attention: City Manager
Fax: (727) 298-3078

With a copy to:

Trask Daigneault, LLP
Harbor Oaks Professional Center
1001 South Fort Harrison Avenue, Suite 201
Clearwater, Florida, USA
33756

Attention: Thomas J. Trask
Fax: (727) 733-2991

If to the Club: Rogers Blue Jays Baseball Partnership
373 Douglas Ave.
Dunedin, Florida, USA
34698

Attention: Director of Florida Operations
Fax: (727) 734-7661

With a copy to:

Rogers Blue Jays Baseball Partnership
One Blue Jays Way, Suite 3200

Toronto, Ontario, Canada
M5V 1J1

Attention: President and CEO
Fax: (416) 341-8946

And a further copy to:

Rogers Blue Jays Baseball Partnership
One Blue Jays Way, Suite 3200
Toronto, Ontario, Canada
M5V 1J1

Attention: Vice President, Legal & Government Affairs and
General Counsel
Fax: (416) 341-1427

And a further copy to:

Baker & Hostetler LLP
200 South Orange Avenue, Ste. 2300
Orlando, Florida, USA
328801

Attention: Gregory D. Lee, Esq
Fax: (407) 841-0168

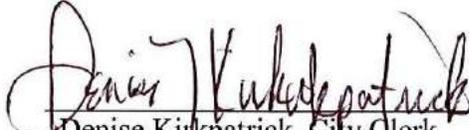
40. MLB SUBSERVIENCE. Notwithstanding any other provision of this Agreement, this Agreement and any rights or exclusivities granted by the Club hereunder shall in all respects be subordinate to the MLB Rules and Regulations. The issuance, entering into, amendment or implementation of any of the MLB Rules and Regulations shall be at no cost or liability to any MLB Entity or to any individual or entity related thereto. The territory within which the City is granted rights is limited to, and nothing herein shall be construed as conferring on the City rights in areas outside of, the Spring Training territory of the Toronto Blue Jays as established and amended from time to time. No rights, exclusivities or obligations involving the Internet or any interactive or on-line media (as defined by the applicable MLB Entities) are conferred by this Agreement, except as are specifically approved in writing by the applicable MLB Entities.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the appropriate officials and the necessary seal affixed thereto as of the day and year first above written.

ATTEST

CITY OF DUNEDIN, FLORIDA
A Municipal Corporation of Florida

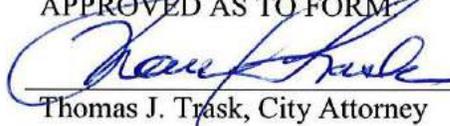

Denise Kirkpatrick, City Clerk


By: Julie Ward Bujalski, Mayor

(Seal)

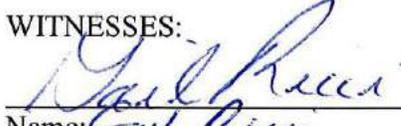
APPROVED AS TO FORM

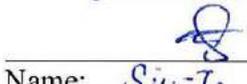

By: Jennifer K. Bramley, City Manager


Thomas J. Trask, City Attorney

WITNESSES:

ROGERS BLUE JAYS BASEBALL PARTNERSHIP


Name: Gail Ricci


Name: Siv-In Law


By: Mark A. Shapiro, President and CEO

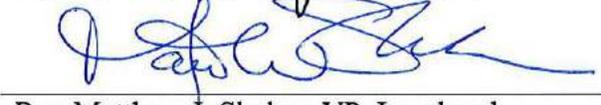

By: Matthew J. Shuber, VP, Legal and Government Affairs

EXHIBIT "A"

Grant Field Facilities

All Stadium facilities and improvements, including parking, now existing and as improved in the future, on the following parcel of land:

THE NW ¼ OF THE SE ¼ OF SECTION 34, TOWNSHIP 28 SOUTH, RANGE 15 EAST, LESS A LOT IN THE NE CORNER OF THE SE ¼ OF SECTION 34, TOWNSHIP 28 SOUTH, RANGE 15 EAST, RUNNING EAST AND WEST 345 FEET AND NORTH AND SOUTH 635 FEET KNOWN AS SCHOOL TRACT. LESS AND EXCEPT ALL EASEMENTS AND RIGHTS-OF-WAY.

LESS AND EXCEPT:

THE WEST SIX HUNDRED SIXTY-THREE (663) FEET OF THE SOUTH FOUR HUNDRED NINETY-TWO AND FIVE TENTHS (492.5) FEET OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION THIRTY-FOUR (34), TOWNSHIP TWENTY-EIGHT (28) SOUTH, RANGE FIFTEEN (15) EAST; SUBJECT HOWEVER, TO THE RIGHT OF WAY OF THE PUBLIC THOROUGHFARE KNOWN AS COUNTY HIGHWAY NO. 33 (OR DOUGLAS AVENUE) OVER THE WEST THIRTY-THREE (33) FEET OF SAID TRACT.

LESS AND EXCEPT:

THE E ½ OF THE NW ¼ OF THE SE ¼, LESS THE SOUTHERLY 492.5 FEET OF SECTION 34, TOWNSHIP 28 SOUTH, RANGE 15 EAST, SITUATE IN THE CITY OF DUNEDIN, FLORIDA;

LESS AND EXCEPT:

LANDS PLATTED AS PLAZA HEIGHTS, PLAT BOOK 43, PAGE 74, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA;

LESS AND EXCEPT:

ANY PORTION OF DEED BOOK 775, PAGE 533 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING WITHIN THE SOUTH 492.50 FEET OF THE NORTHWEST ¼ OF THE OF THE SOUTHEAST ¼ OF SECTION 34, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA.

CONTAINING 12.0 ACRES MORE OR LESS.

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EXHIBIT "A"

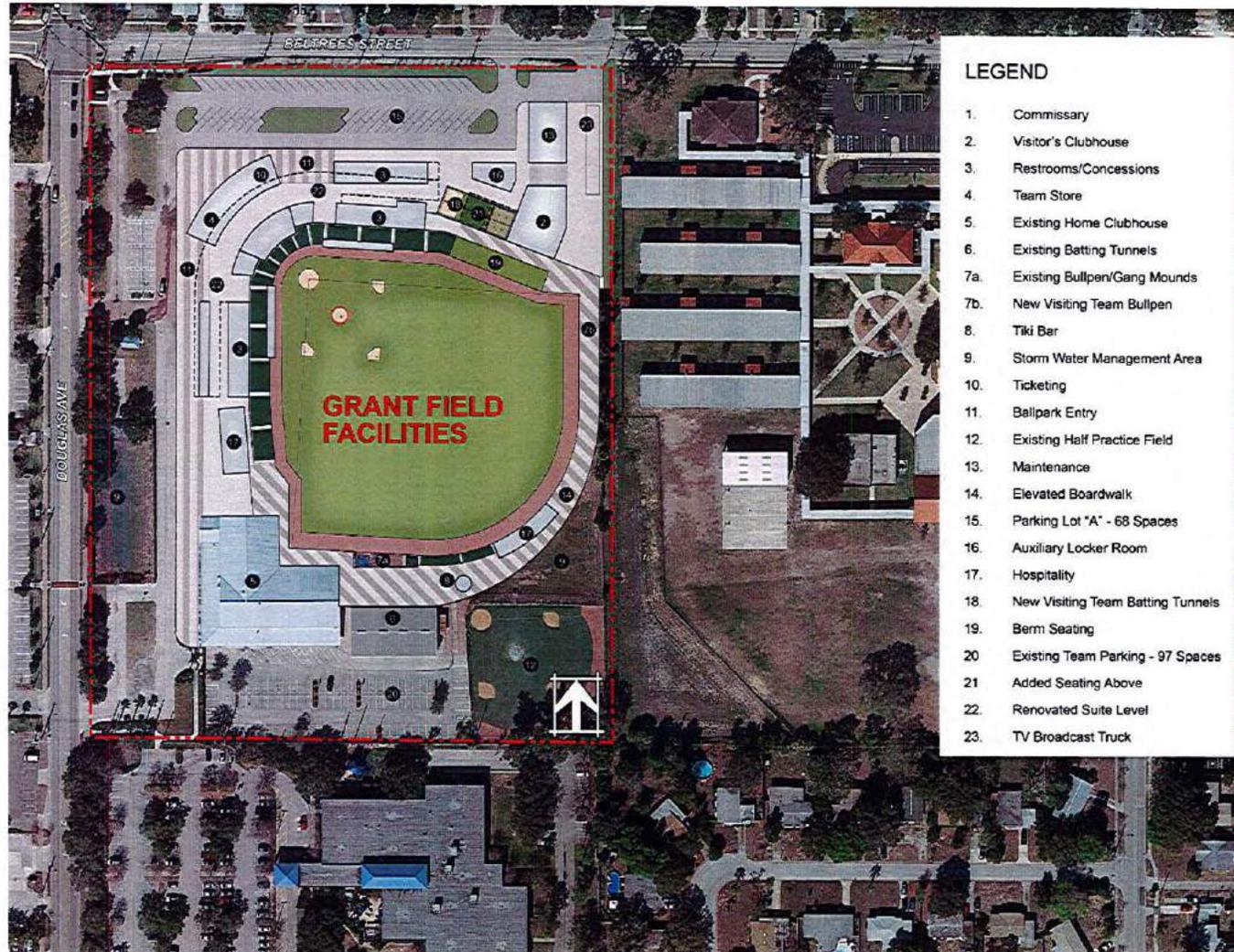


EXHIBIT "B"

Complex Facilities

All facilities and improvements, including parking, now existing and as improved in the future, on the following parcels of land (which together occupy approximately 58.5 acres):

1. Engelbert Site (Blue Jay Complex Boundary Survey 1977)

THE SOUTH ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA AND LOTS 8 AND 9, PINELLAS GROVES AS RECORDED IN PLAT BOOK 3, PAGE 15, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

LESS THE EAST 320.0 FEET OF THE NORTH 140.0 FEET OF THE WEST 900.0 FEET OF THE SOUTH 200.0 FEET SAID SOUTH ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ IN THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 28 SOUTH, RANGE 15 EAST. CONTAINING 1.0 Ac MORE OR LESS.

LESS THE EAST 15.0 FEET OF SAID LOTS 8 AND 9 LYING WEST OF BLOCK "N", RAVENWOOD MANOR SUBDIVISION AS RECORDED IN PLAT BOOK 70, PAGES 92-94, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. CONTAINING 0.44 Ac MORE OR LESS.

REMAINING PARCEL: 27.4 Ac MORE OR LESS.

2. Vanech Site (Stevens Jones Boundary Survey 1987)

THE SW ¼ OF THE NE ¼ OF SECTION 24, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, LESS THE NORTHERLY 520.00 FEET AND THE SOUTHERLY 400.00 FEET THEREOF; AND THE NORTH HALF OF THE NE ¼ OF THE SW ¼ OF SAID SECTION 24, LESS A PART THEREOF CONTAINED IN PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 4237, PAGE 1115 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, AND SUBJECT TO THE OCCUPATION OF GARRISON ROAD ON THE WEST, AND THE SE ¼ OF THE NW ¼ OF SAID SECTION 24, LESS THE NORTHERLY 494.00 FEET THEREOF, AND LESS A PART THEREOF CONTAINED IN PROPERTY DESCRIBED IN O. R. BOOK 4237, PAGE 1115 AND O. R. BOOK 4239, PAGE 345 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, AND SUBJECT TO THE OCCUPATION OF GARRISON ROAD ON THE WEST.

LESS:

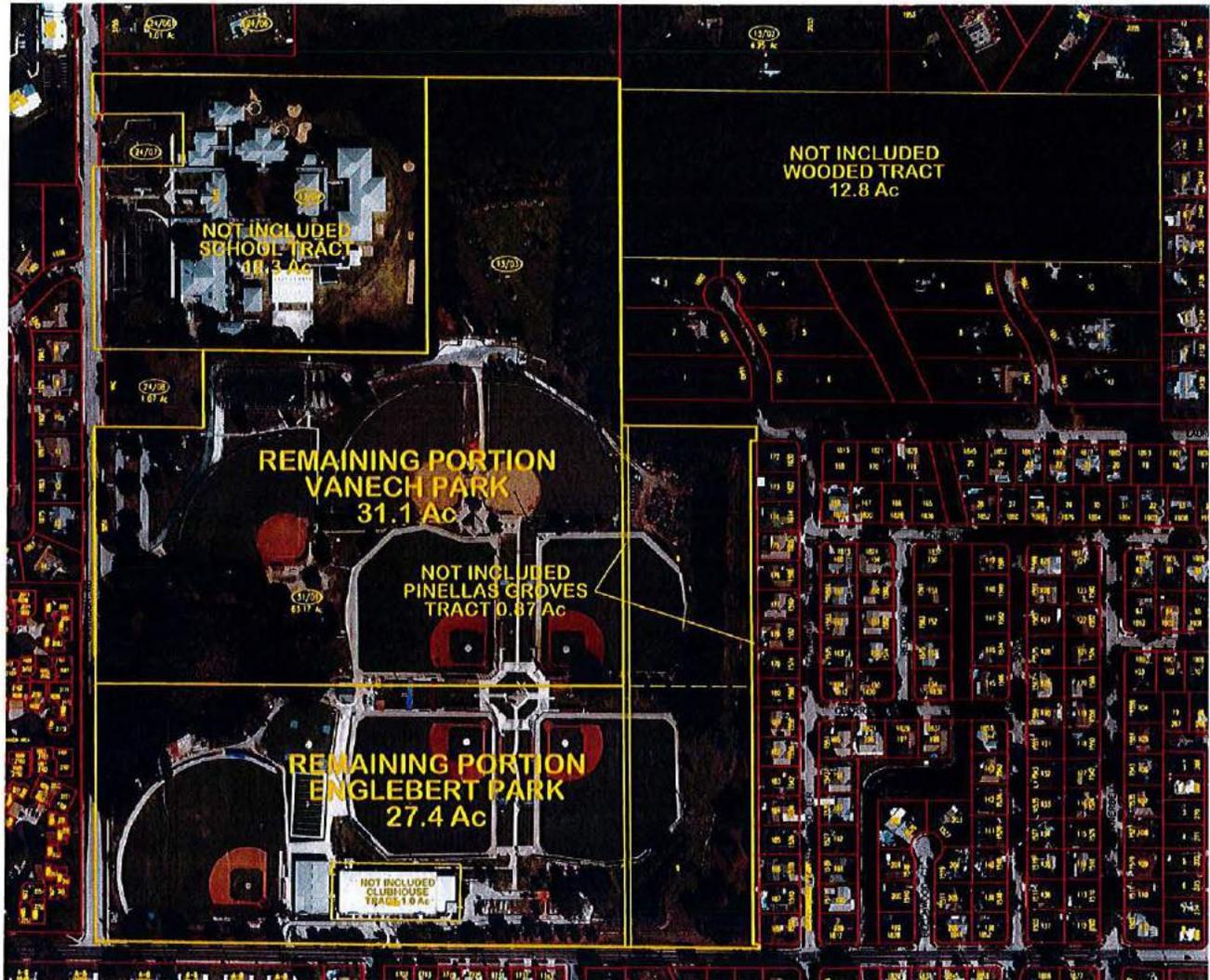
COMMENCE AT THE CENTER OF SECTION 24 GO NORTH 400.06 FEET TO POINT OF BEGINNING, EAST 1335.34 FEET, NORTH 417.35 FEET ALONG THE EASTERN BOUNDARY OF THE SPANISH ACRES SUBDIVISION. THENCE WEST 1335.55 FEET, SOUTH 417.35 FEET TO THE POINT OF BEGINNING. CONTAINING 12.8 Ac MORE OR LESS.

LESS SCHOOL BOARD PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 7021, PAGE 252 OF THE PUBLIC RECORDS OF PINELLAS COUNTY. CONTAINING 12.3 Ac MORE OR LESS.

REMAINING PARCEL: 31.1 Ac MORE OR LESS.

EXHIBIT "B"

Illustration of the Above-Described Lands and Associated Acreage



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EXHIBIT "B"



**TORONTO BLUE JAYS
FACILITY IMPROVEMENTS CONCEPT**

PROGRAM / NEEDS ASSESSMENT

GAME DAY STADIUM AT DOUGLAS AVENUE SITE (EXISTING LAND)

AND

**COMBINED MAJOR AND MINOR LEAGUE DEVELOPMENT COMPLEX AT SOLON AVENUE
SITE (WITH ADDITIONAL LAND TO THE NORTH)**

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Exhibit "C" Improvements

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DOUGLAS AVENUE SITE (STADIUM SITE)

Stadium Improvements

Renovation of the stadium to bring it up to modern-day standard, including the following key amenities / elements:

- **Seating.** Stadium capacity of 8,500 based on:
 - Fixed seating for 6,500 people. Assume 19 inch "flip up" seats
 - Standing room, berm seating and "alternate seating" space (such as at least one "party deck", and four tops / high top seating on outfield portion of boardwalk) for 2,000
- **Shaded seating and protective netting.**
 - Significant number of shaded seats (high percentage of overall seating, including shading for some of the higher priced seating areas and, if possible, some portion of the berm). Might be achieved by extending the existing overhang (if engaging in a renovation) or by some entirely new structure or overhang.
 - We note that in boardwalk areas we're advised that trellises are not sufficient for shading, so we suggest another idea be presented.
 - Protective netting required in areas around home plate, down lines and behind dugouts. May also be needed in front of berm if that area is in direct line of foul balls.
- **Boardwalk.** Outfield "boardwalk" permitting 360 degree fan circulation around the stadium, with sufficient space on outfield portion of the boardwalk for:
 - good-sized "tiki" bar
 - additional smaller bar located in opposite corner room for 8 – 10 stools across
 - requires fixed food concession area, preferably including BBQ grills (*definitely need to have a permanent bbq location somewhere and we have included a fixed concession stand at this location below under "Food and Beverage Concessions and Related", below)
 - requires a spot for at least one (1) temporary food concession stand
 - Fixed merchandise store of between 700 and 900 square feet
 - men's and ladies' washrooms (sufficient to meet code and capacity requirements)
 - 4 tops seating and high top stool seating, including stools and ledges along front of boardwalk (final numbers will be determined based on length of boardwalk and layout of other items).
 - Once we determine the length of the boardwalk we can determine the number of stools and 4 top seating which is needed on the boardwalk.
 - If possible, would like to have some means to access to the boardwalk from our office space (could be a short stairwell with a door a secured door at the top).
 - Would like to see if the boardwalk could connect to the ground floor concourse (whether by stairs or ramp), as opposed to the second level concourse.
- **Luxury Suites.** Want a total of five (5) luxury suites:
 - 3 of which can be either separate or combined into 1 large party suite (these would be intended as the saleable "fan" suites),

Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

- 1 of which would be a players' family suite geared towards players' wives/families.
- 1 of which would be an "owner's suite", located directly behind home plate.

Each suite should have about 325 square feet of interior space. Optimally, all should have outdoor seats and washrooms (although if space was too limited to permit independent washrooms, the 3 combinable suites could possibly have shared washroom accessible from the suite hallway). Each of the five (5) suites should have outdoor seating for 12 and total capacity of 20.

- **Box Office.** Florida Auto Exchange Stadium currently has 4 windows for selling and 2 for will-call. It does not contain any offices.
 - *We require ten (10) exterior-facing box office windows (2 will call, 1 VIP pick-up, 7 selling) and a further two (2) box office windows that face the inside of the building.*
 - *We require two (2) permanent office spaces inside the box office (to house box office manager and supervisor).*
 - *Optimally, box office would be located near primary stadium entrance.*
 - *Box office will need speakers and microphones to speak with customers and monitors above the windows (for messaging).*
- **Entrances.** Greater number of game day stadium entrances than the two (2) that currently exist (Florida Auto Exchange Stadium really only has 1 main entrance and 1 gate that is used for season ticket holders). *Would like to have two (2) "main" entrances, one (1) smaller entrance for season ticket holders, and one (1) separate Staff-only entrance (which would have the office access control system).*
 - *Need to add a covered area at all entrance locations - the covered area will be used for our metal detectors and any design should account for the space needed for same.*
- **Public Concourses.** Two concourse levels (likely one at grade and one above grade, connected to the boardwalk).
- **Elevators.** Addition of at least 2 elevators (currently have 1), *for a total of three (3) elevators to bring people and food to 2nd level.* Possible locations would be 1 behind home plate, and one each down each first and third base lines. Optimally, each elevator location should have adjacent stairs (currently no such stairs exist).
- **Public Restrooms.** Appropriate number and distribution of public restrooms for the number of fixed seats and total building capacity. *Expectation is that this will be developed based on current laws and stadium standards.* Note that Florida Auto Exchange Stadium currently has only 2 locations (women have total of 8 sinks, 16 toilets and men have a total of 7 sinks, 9 toilets and 9 urinals).
 - *As noted elsewhere, we will need public restrooms located on the boardwalk, and also within the main Jays Shop merchandise store (for use during non-game days).*
- **Bullpens / Gang Mounds.**
 - *At the present time, the stadium has six (6) "private" Blue Jays gang mounds in close proximity to the office / clubhouse building. The mounds are covered by netting to ensure that any home run balls do not strike persons using the mounds. To the extent possible within the ultimate renovation design, we would like to retain as many of the existing gang mounds as possible, but in any event not less than 3. There is no need or desire to upgrade or improve these mounds.*

Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

- Adjacent to the mounds is currently a tower where Blue Jays bullpen pitchers sit during games. The current towers are not shaded and are spread too far apart. In all likelihood, the new boardwalk will be passing through this area, and the design needs to include a space for bullpen pitchers to sit in this area, with shade and view of the field.
- Visiting team needs 2 bullpen mounds. These can be very basic and placed anywhere that makes sense in the renovated stadium. Will also need appropriate tower.
- **Dugouts.** Dugouts size needs to increase (both length and width) as compared to what presently exists at Florida Auto Exchange Stadium in order to properly accommodate players and uniformed coaches. Plan needs to include enough space for photo bay / photo dugout at end of each dugout (not covered). Bullpens are accessed from the field only and that can remain the case (no tunnel needed). Club will want to see specifics of proposed dugout dimensions on any proposed plans.
- **Wiring/cabling.** Supply and install integrated cabling for state-of-the-art internet and television and radio broadcast. Broadcast Truck Cabling to include current industry-standard broadcast copper and fiber-optic trunks, including DT-12 audio, coaxial video, Triax camera, SMPTE311 Hybrid camera fiber and single-mode ST fiber optic trunks. All broadcast cabling bulkheads in areas subject to the elements should be mounted in weatherproof NEMA-rated enclosures. At minimum, television bulkhead locations should include, Low 1st Base, Low 3rd Base, High 1st Base, High 3rd Base, High Home, Center Field, Outside Home and Visiting Locker Rooms, and all TV and Radio booths. All broadcast trunk lines should terminate at an interconnect rack room near broadcast truck parking location (see below, seeking space for two (2) broadcast trucks). Eventually, Toronto IT and stadium engineering can assist in setting out the final specs.
- **TV and Radio.** Five (5) booths in total: two (2) TV booths, two (2) radio booths and one (1) booth that is capable of being used for TV or radio.
- **Public Address/Video board Control Room Booth.** Need one (1) large PA booth/control room of approximately 500 square feet, and associated equipment. Room would need to house approximately 12 people and equipment (current booth only has room for 3 chairs and is about 5' x 10'). Equipment would depend in part on the specific video boards and other electronics that get installed. Assume that final specs would be developed in conjunction with whatever consultant helps design the video board and stadium PA systems, however, we anticipate that:
 - Video board Control Room facility would be designed to incorporate four (4) live cameras (including one wireless camera), video replay and playback capabilities, as well as graphics display capabilities. Video display software should be integrated into baseball scoring system
 - Room will also house main PA mixing console and PA Announcer
- **Scoreboard and Other Boards.** Although the final specs should be established in conjunction with a consultant who has expertise in these things, we generally require the following scoreboards/signage spaces and costs should be included in any cost estimates:
 - New 16x9 true HD main LED display. Needs to be large enough for replays and to be able to split the screen when needed (e.g. to show lineup or other items). Anticipate needing at least 40 feet wide. May want additional videoboard element running along the bottom, to show innings and scoring info, but final layout would have to be determined at later date.

Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

- Radar speed display capability integrated into video display software.
- Would probably want a space above the main videoboard to display signage with the stadium name and some team creative (e.g. our stylized "Toronto Blue Jays").
- Would probably want a space below the main videoboard for sponsor information or signage.
- Additional smaller scoreboard (probably to be placed above stands on 1st base side) to display score, count, inning. This is needed for people watching from the boardwalk and berm areas. May not need to be a true "videoboard".
- LED signage above box office windows, to announce upcoming games, etc.
- Free-standing signage structure incorporating LED screens (minimum of two) for video messaging, for installation at corner of Douglas Avenue and Beltrees Avenue. Structure and screens need to be large enough to be seen from a distance (estimate that screens would need to be 8 feet by 6 feet or thereabouts)

We understand that new videoboard was recently installed in Clearwater (Phillies) and that plans are currently being developed in Lakeland (Tigers). In Toronto, we have worked with Daktronics and could ultimately assist in making contact with them.

- **Audio.** New distributed sound audio system up to current stadium standards (with separate audio zoning capabilities in the concourse area and outside the main gates). Audio software provisions for live music playback, recorded gate announcements, and routing of radio or television audio to concourse areas. Currently, Florida Auto Exchange Stadium speakers are located only on outfield scoreboard. New system would have to be able to be heard at all stadium locations.
 - Baseball press area to include two desktop-style push-to-talk microphones for the official scorer and media relations rep with the ability to page into the press area. This feed should also be available on the sound system network, and at the interconnect patch room for distribution to television and radio broadcasters.
- **Media Areas:**
 - **Press Box** - Larger press box than currently exists - require room for 50 to 60 persons and all having a view of the field. Assume this will require at least 1,600 square feet (65 x 25). *Should not be in the prime locations, as we wish to save those for fans and executives.* Could be off to one side if necessary having regard to the placement for other items. Require power, wi-fi, Ethernet and other standard hookups. Also need phone between press box and dugout.
 - Washrooms - Addition of media-only washrooms in vicinity of press box (there are none at current Florida Auto Exchange Stadium)
 - Drinks - Replace press box refrigerator/bottled beverages with soda dispenser (and associated lines),
 - **Press Toilet Rooms.** Two (1) single person washrooms (one male and one female) within the Press Box area. Total space needed is 160 square feet.
 - **Stadium and Press Box Entrances** - Dedicated media entrance/exit for media and staff at stadium and stair access to press box/press areas (currently the press has to access by walking through the public seating areas). Need to ensure ability for press to leave the facility after hours. Right now, at a certain point after the game, stadium gates are locked and for any press that stay behind in the press box, there is no flexibility to allow those persons to exit the building and have a door lock behind them automatically. Providing a subway-style, exit only gate may serve the need here.

Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

- *Access to photo/camera dugouts* – would like there to be a way for press to access photo/camera dugouts without needing to enter the field of play,
- *Parking* - Additional parking for media is needed (see parking heading)
- *Media Dining and Related* - Current media dining room at Florida Auto Exchange Stadium is at grade and under the stadium structure near shallow right field. *If that portion of the stadium will remain intact then we are prepared to continue to use that same space for media dining, with only very minor upgrades (e.g. paint and some new furniture, counter workstations around exterior walls and possibly some electrical and Ethernet outlets and wiring).*
 - Food could be prepared and delivered from the main concessionaire prep kitchen / commissary. Alternatively, the current media dining room does have an adjacent kitchen but it would need upgrades to make it usable.
- *Media Work Facilities* – right now there is small media work room located on the ground floor of the offices/clubhouses building, located near Blue Jays reception. It is a little bit tight, however, we are fine with retaining that and potentially adding some work spaces to the media dining area (see prior bullet point). Should probably review the existing work room to see whether it requires some minor improvements (e.g. electrical upgrades or Ethernet).
- *Center field camera well.* Currently the main center field camera well is off center (towards LF) and too low. Would like to relocate CF cameras to a slightly higher, more centered location, similar to CF camera angles in Major League stadiums.
- *Merchandising:*
 - Large fixed merchandise store (*Jays Shop*) – probably at minimum 3,000 square feet in a high traffic area with good visibility,
 - Storage space of at least 1,000 square feet,
 - Secondary merchandise shop on the boardwalk (800 square feet) or some reasonable substitute (e.g. substantial merch kiosk or kiosks)
 - Need a 150 square foot room for counting money and reviewing all receipts, which room needs to be equipped with a safe
- *Paramedics.* Require a paramedics' office and appropriate space to help guests. Need about 250 square feet and needs to include 3 beds, 3 sinks and hot and cold water and 1 toilet.
- *Customer Service.* Need a Customer Service office, with a small space for guests, located in an easily accessible area and with a view of the main concourse near the main stadium entrance. Need about 125 square feet.
- *Food and Beverage Concessions and Related.* Increased food and beverage concessions capabilities (including upgraded commissary with easy access to elevator to second floor, upgraded preparation areas, refrigeration, etc.). Final specifics (including number and location of fixed concessions and number and location of mobile units) will depend on the ultimate stadium design and layout but core needs would be:¹

¹ As designs are created we want to ensure that the concessions are being designed appropriately and in accordance with industry standards for similarly sized buildings and the specific seating and other unique elements of this facility. Listed items are minimum requirements only and should not limit what is necessary and to be included.

Exhibit "C" **Improvements**

Ver. 3.0 - As of September 9, 2016

- **New properly ventilated and lit office space (700 to 1,000 square feet) for concession company management staff. Should be located in proximity to primary concession stands,**
- **Dedicated, well-ventilated preparation, cooking and storage area of at least 2,000 square feet which should include, at a minimum,**
 - **225 square foot walk-in freezer (including appropriate storage racks)**
 - **225 square foot walk-in refrigerator (including appropriate storage racks)**
 - **Large Ansel Exhaust Unit**
 - **Double sized ice machine**
 - **Eight (8) large prep tables**
 - **Commercial griddles, grills, fryers, warmers and impingers**
 - **Appropriate shelving for dry good storage**
- **At least two (2) large concessions stands (one on first base side and the other on 3rd base side) in the main (ground level) concourse area, with each stand having space for eight (8) points of sale and four (4) beer or fountain service spots. Both stands require food preparation area and should also include:**
 - **Large Ansel exhaust unit**
 - **Ice machine and all necessary water hook-ups**
 - **Sinks and associated plumbing**
 - **At least one 100 square foot walk-in refrigerator in each fixed concession location (including appropriate storage racks),**
 - **Enough space for 3 prep tables**
 - **Commercial griddles, grills, fryers, warmers and impingers**
 - **Beer and fountain drink taps, lines and equipment**
- **At least one (1) smaller concession stand located in the outfield (possibly behind batters eye) with space for six (6) points of sale and three (3) beer or fountain service spots. Stand requires food preparation area and should also include:**
 - **Large Ansel exhaust unit**
 - **Ice machine and all necessary water hook-ups**
 - **Sinks and associated plumbing**
 - **At least one 100 square foot walk-in refrigerator (including appropriate storage racks),**
 - **Enough space for 3 prep tables**
 - **Commercial griddles, grills, fryers, warmers and impingers**
 - **Beer and fountain drink taps, lines and equipment**
- **Large Tiki Hut (i.e. liquor, beer and non-alcoholic drink service location) located in the outfield area should be approximately 30 feet long by 10 feet wide. Should include televisions, bars and stools, refrigeration, taps, etc. Should be covered to protect staff and patrons from the elements.**
- **Optional smaller Tiki hut located along the 3rd base left field (would need to be approximately 10 feet wide by 12.5 feet)**
- **Awnings for all concession stand that are exposed to the elements,**
- **Rubberized flooring in all concession stands,**
- **All necessary electrical capacity and hook-ups for fixed and mobile concessions.**

Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

- We currently have fifteen (15) temporary / mobile food and drink points of sale at Florida Auto Exchange Stadium. Will require more than that at renovated location and project plan needs to include the space for same and the units themselves.

Anticipate that stadium concepts and cost estimates will include above, along with any other elements and equipment that are in line with current-day standards.

- *Enclosed Bar / Restaurant Area with Field View ("Craft and Draft Area")*. Would like to have an air conditioned, indoor bar/ restaurant location (like in Sarasota) with a view of the field (through windows) and monitors to show the game as well. This space would provide fans with an opportunity to get out of the sun and be able to eat and drink. Would probably need about 2,400 square feet and it would contain a bar, high top tables and high chairs. Would not have kitchen facilities attached. Instead simple food items would be prepared in main floor concessions / commissary spaces. Small pantry with refrigeration would be attached to the area (approximately 120 square feet). Goal is to be able to hold about 80 people. On non-game days the area could be used for group events or meetings. *Would like to see if it could be located near the upper part of the building on the 1st or 3rd base side (past any suites).*
 - If being built behind a seating section and additional deck needed in order to finish off the area then the additional deck area need not be enclosed or air conditioned (i.e. there could be an adjacent outdoor area of approximately 1,700 square feet that is accessible from the Craft & Draft area and/or seating bowl). Will allow for future expansion and/or modification.
- *Visitor's Clubhouse and Related*. New visitor's clubhouse of approximately 3,600 square feet total. Should be a very basic clubhouse, including:
 - Better lighting, appropriate flooring, water fountains,
 - Manager's office / locker room of approximately 200 square feet with room for a desk, locker, and a few chairs
 - Coaches locker room with space for 8 lockers (approx. 350 square feet for the locker room and approx. 200 sf for the washroom (hope to accommodate 5 showers, 3 sinks, 2 toilets and urinal)
 - Players Locker Room (all new basic lockers with chairs) with 30-35 lockers, and counter space for food and baseball equipment (approx. 1,600 sq. ft.)
 - Players washroom/showers with 5 sinks, 3 urinals, 4 toilets and 10 shower heads (approx. 550 square feet)
 - 200 square foot laundry room including 2 commercial washing machines, 2 commercial dryers and storage area (along with associated power, plumbing and drainage),
 - Small kitchen (100 square feet) with fridges, oven and counter space for Clubhouse attendant to prepare food,
 - Adequate power outlets for players and staff to plug in phones and tablets, and
 - Training area with 3 training tables, a wet area with above-ground stand-alone hot and cold tubs, counter space for use of trainers' equipment and supplies (approx. 400 square feet).
- *Umpire's room*. Upgraded umpire's room, with locker area approximately 15 feet x 20 feet in size (total of about 300 square feet), optimally located next to visitor's clubhouse (could be in same building if visitor's clubhouse requires a new building). Some of the specifics include:
 - 4 lockers, 4 locker chairs, and a table with 4 chairs for umpires to use for meals

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- Bathroom with 2 shower heads, 2 sinks, 1 toilet and 1 urinal (need about 180 square feet for that)
- AC, Cable TV, and Phone
- *Staff locker room and Lunch Room.* Game day staff locker room, washrooms and lunchroom needed. Anticipate that the locker room portion would require about 400 square feet and the eating area would need about 500 square feet. Another 300 square feet needed for washroom area.
 - Would like to find a way to allow the space to be unisex (for example, there would be a single small "locker" room, perhaps with just open storage, along with 3 or 4 adjacent small private areas of 10 feet x 5 feet, each with a toilet, sink, bench and mirror for people to change in). Does not matter where exactly within the stadium this space is located, except that it should not be within the office / clubhouse area.

If space permits, could be placed within same building that incorporates visitor clubhouse.

- *Green Room / Female Locker Room.* Would like a small additional space, with associated washroom/shower, capable of housing 5 people. Could be used for women attending fantasy camp and other similar uses. Would need about 500 square feet (180 SF for toilet/shower and 320 SF for the locker room). If new building needed for visitor clubhouse (above), this space could be in the same building, space permitting.
- *Grounds crew / Maintenance areas.*
 - Need approximately 2,000 square feet of indoor space for shed storage, maintenance equipment, repair and maintenance of equipment, and commercial washer and dryer. Requires at least 1 large garage door, so that golf carts, lawnmowers, etc and get in and out. Needs to be heated/air conditioned and have hot and cold water service, sinks, etc.
 - Need an additional 800 square feet of work space, to include 1 work office (100 square feet), a locker and lounge area (400 square feet, including 8 lockers), a washroom area with 2 showers, 1 toilet, 1 urinal and 2 sinks (200 square feet). Heated and air conditioned.
 - Need 1,000 square feet of exterior storage space for dirt, fertilizer etc. Will need to include 4 concrete openings (open at top and front) of about 10 x 10 each to hold supplies.
- *Public Parking.* Significantly increased public parking capacity (controlled by Club). Currently have only 210 guest parking spots for sale and would want as much as possible (whether at ground level or in some kind of parking structure)
- *Security Access.*
 - Automated security access controls (not only for offices, but also for the parking gate). *One possibility is to have the same system in place at the main stadium offices and clubhouse and the Solon Avenue training facility. Further, the Florida systems should probably be the same as those used in Toronto, so that Toronto staff can utilize a single pass set up for both locations.* If necessary, we can assist with the specs, but the costs needed to be included in the cost estimates for this project.
 - Many doors at the stadium and office building use key locks (e.g. concession stand doors, individual offices, and individual suites). We assume that this will remain so, however, upgraded lock and key system would need to be installed.

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Douglas Avenue Clubhouse and Office Space Review and Upgrades

N.B. Under this current plan, the intention is that the stadium and related offices/clubhouse spaces would be used only for Spring Training game days (and Florida State League games). Therefore, we are recommending that the existing office / clubhouse building not be materially renovated in any way. That said, we do think that there will need to be some review of the building and its roof, structure, walls, electrical, HVAC, and plumbing and other similar systems and components and those upgrades as are necessary to that the building is both safe and serviceable over the long term. We would ask that the review and upgrades be recognized in the project scope and cost.

Other/Exterior

- *Main Stadium Playing Field.* If retaining existing field / footprint, redo the grading of the field and playing surface to allow for proper drainage (currently our stadium slopes approx. 3 feet from the outfield to home plate).
 - Stadium dimensions should be the same as *Rogers Centre* in Toronto.
 - Outfield wall pads need to set at same height at *Rogers Centre*
 - Distance measurements should be marked in same place/manner as *Rogers Centre* outfield.
- *Half Field.* There are currently two (2) half fields (one to the North of the stadium and one to the South). *Only need one (1) half field ultimately and would suggest that we retain the one to the south (closest to clubhouse building).* The retained half field does not need to be upgraded.
- *Visiting Batting Tunnels.* There are currently 2 batting tunnels for visiting team use. *If space allows, we will still need 2 basic covered batting tunnels for visiting team use. New or upgraded lighting necessary.* Could just be placed under the boardwalk or next to the grounds crew area.
- *Blue Jays Batting Tunnels.* Right now Florida Auto Exchange Stadium has 3 covered batting tunnels for Blue Jays use. Desire is just to retain those batting tunnels. *No additions or renovations necessary.*
- *Baseball Operations' Robotic Cameras and Wiring.* In other portions of this document we have indicated that there will be a need to wire the stadium for TV, radio, feeds, and, of course, all ordinary clubhouse/office needs (phone, internet, cable, etc.). The larger plan needs to ensure that all appropriate areas are interconnected and all designs and costings should take that into account. In addition, to the aforementioned needs we would require the following for Baseball Operations purposes.
 - Install High Definition, robotic, remotely operated Pan-Tilt-Zoom (PTZ) cameras (and associated conduit and wiring) to permit recording and remote viewing of activities at the Major League stadium. Would include:
 - One (1) permanent camera installation in centerfield
 - Ability to set up three (3) temporary "clamped" locations (along home plate, along 1B line, and along 3B line).
 - Minimum of six (6) additional cameras (not permanently affixed) in order to be able to install at any and all of the following six (6) locations: high home plate, low home,

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center field, 2 at 1B side (open side hitter and catcher), 2 at 3B side (open side hitter and catcher).

- All cameras and feeds should be able to be remotely controlled from a central locations (both stadium and complex video rooms), and available for viewing on web-based viewing software, as well as main video room servers.
- All robotic cameras should be 1080i High Definition as mentioned above, with full HD frame rate recording. (29.97fps), along with iris, black level, ND filter and paint controls. These cameras will shoot in a number of conditions from full daylight, to overcast, to night under sports lighting. "Security grade" cameras are not sufficient.

Assuming this would involve installing conduit and cabling to permit feeds to terminate at some central server or other room at the building. As with the stadium, any and all wiring, conduit, etc. needs to be to high standards and below ground to ensure not affected by weather. It needs to be run to appropriate server rooms, etc. Costs and room sizes for server rooms should reflect that.

- *Security Cameras.* Install security cameras around exterior and interior of the stadium (Blue Jays can assist with more specifics when appropriate, as there is some experience with these in Toronto)
- *Team parking.* Currently, the secured lot has 101 spots. *There is no need to add parking to this lot, since the stadium will be for game-day use only.*
- *Grounds Crew and Media Parking.* Add 10 or more parking spots to the grounds crew/ media / visiting team parking on the North side of the stadium
 - There are 36 spots on the north side of the building for grounds crew/media/visiting team parking, so new total would be 46 or more.
- *Broadcast Truck Parking and Power.* Ensure ample space to park and hook up broadcast trucks (at least 2 per game) (approx. 64'x24' footprint each). As noted above, would want to be located close to built-in pre-wired television cabling interconnections. Ensure a minimum of two (2) 400-amp, 208V, 3ph or four (4) 200-amp, 208V, 3ph electrical services for Broadcast Trucks. These services should be cam-lok series J compatible connections, with local disconnects.
- *Backup Power.* Require backup power generator and associated infrastructure for data and emergency power systems. Assume at least 100 KV required.

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SOLON AVENUE SITE (COMPLEX SITE)

Current plan seeks to create a state-of-the-art Major and Minor League training complex at the Solon Avenue site, by using all of the property that is currently in use for the team's minor league complex and fields PLUS certain property to the North (which is presently occupied primarily by a City-owned park, softball fields and associated parking).

While existing field layouts and orientations should be preserved to the extent possible (in order to avoid unnecessary costs), consideration should be given to constructing the new training complex building (and related field house / batting tunnel building) on land that is currently occupied by a field, if doing so would result in the best and most functional use of the property.

At a very high level (i.e. site plan level), the current plan would result in a clubhouse building (i.e. not including batting tunnels / field house) with training facilities on the main floor and offices on the second floor, 4 and ½ fields for Minor League use, 2 ½ fields for Major League use, 1 open air agility field for Minor League use, 1 covered agility field (turfed) for Major League use, 1 inclined agility field for shared Major / Minor League use, 13 batting tunnels (either combined in a single large structure, or split with 8 Minor League and 5 Major League), 10 ½ Minor League gang mounds and 8 ½ Major League gang mounds.

Fields and Exterior Areas

- *Four (4) Full Fields Minor League use.* Require four (4) full fields for Minor League use. Although the site already has fields, due to subsoil and other issues, at least two (2) would likely have to be moved and would have to be dug down to a significant depth and basically redone from scratch (because the move and/or subsoil issues may require the installation of a geogrid, compaction or other forms of remediation). The other two (2) are anticipated to require substantial work, even if slightly less than the first two (2).
 - Each field should have four (4) bullpen mounds (2 home, 2 visitor) associated with it
 - Each field should have two (2) dugouts
 - Each field should have a "batters eye"
 - Each field should have a scoreboard
 - Each field requires outfield wall fence (as opposed to padding)
 - *Security and Special Fencing.* It is possible that we would consider turning 2 or 3 of these Minor League fields over to the City between April and November each year. For that reason, site should be designed so that there is some parking and access to these fields from a spot that is separate from the clubhouse and team parking area. Also, would need to design site in such a way that there is a flexible fencing system allowing the clubhouse, batting tunnels, gang mounds, agility fields, team parking and all "team only" fields to be fenced off from the areas turned over to the City.
 - *Lighting.* The City has indicated that it would like to have lighting on the fields it will use (likely 2 fields). Although such lighting is not required for Blue Jays uses, at this time design and cost estimates should assume that two (2) of the Minor League fields will be lit. Lighting does not need to be to Major League Baseball broadcast standards and existing lighting infrastructure should be used as much as possible.
- *Viewing Tower.* New viewing tower with shading and views of as many Minor League fields as possible (will depend on site design).

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- *Observation Area* - Would like tower to be shorter than the standard minor league viewing tower (about 12 feet from ground to floor of observation area). Need power outlets and wi-fi access from observation area. Counter / ledge surrounding observation area should be wide enough to use as work space. If possible, optional enclosure (not permanent) through sliding glass windows or screens to shield wind for phone calls would be nice to have.
- *Storage and Training Area* - Desire for there to be an *air conditioned storage and training area incorporated into the base of the viewing tower*, which would include:
 - 150 square foot storage space
 - Electricity
 - Filtered water spigot (and space to fill coolers and bottles)
 - Racks for coolers
 - Refrigerator
 - Ice Machine
 - Small private (i.e. walls and door, but very small) "Satellite Training Area" with space for at least 1 trainers table
- *Public Washrooms*. Require public washrooms in base of tower. Men's would include at least 2 toilets, 2 urinals and 2 sinks. Women's would include at least 2 toilets and 2 sinks. As with all washrooms, would need to meet applicable codes and other regulations.
- *Concessions*. Also require small concessions stand to be located within the base of the viewing tower, including:
 - Refrigerator, impinger, grill, water and fountain soda unit and lines, and 2 points of sale
 - All necessary wiring, plumbing, drainage, venting, etc
- *Charting Tables behind home plate of each field*. Seating and small charting tables behind home plate of each field. Want to be able to ensure that those are shaded in some way (but without restricting ability of people to view from the tower, etc.).
- *One (1) "Half Field" for Minor League Use*. Require a "half field" for Minor League use. As with the full Minor League fields, might be turned over to the City for portion of the year so that should be taken into account in site design. Would like this half field to be artificial turf so that it dries quickly after rain. The site design may allow the current half field (which is artificial turf) to remain intact.
- *Covered Indoor Batting Tunnel Structure with eight (8) tunnels for Minor League Use*. Structure should be well lit with high ceilings. Full mounds should be installed in each of the 8 tunnels to allow for indoor bullpen sessions in rain. Should have extra room around perimeter in order to accommodate benches, side work areas, and storage within caged space. Would like netting to be on pulleys to pull back manually as desired (believe the Tigers have implemented such a system in Lakeland). Require small video area integrated into batting tunnel structure.
 - Does not have to be air conditioned, but would like to ensure that there is adequate ventilation and fan system to ensure comfortable environment
 - N.B. - The Major (5) and Minor League (8) batting tunnels can be combined in one larger structure, depending on available site space. If the batting tunnels are combined into one larger structure, then only one video area is needed.
- *Four (4) Outdoor Batting Tunnels for Minor League Use*. These outdoor tunnels should be placed near the Minor League fields with easy access from the fields. Would like these to be split into two (2) sets of 2 tunnels.

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- *Ten (10) gang mounds plus one (1) "half mound" for Minor League Use.*
 - 10 full mounds could be placed together or split 5 and 5.
 - The half mound (i.e. shorter mound with more gradual incline, used for rehab work) should be built in line with the full mounds.
 - Area between mounds and plates should be artificial turf to ease upkeep.
- *One (1) Open Air Agility Field for Minor League Use.*
 - Must be approximately 50 yards long x 26 yards wide and would like artificial turf for this field so that dries quickly after rain and to hold up better to heavy use.
 - *Tartan Track and Sand Pit.* Would like track-and-field style "Tartan Track" rubberized running lane (approx. 40 yards long and 3 yards wide) for sprints with a standard-sized sand pit (roughly 10 yards x 3 yards) at the end of the lane. These can be placed along one side of the open air agility field.
- *Two (2) Full Fields Major League Use.* Require two (2) full fields for Major League use. Anticipate that any fields would have to be dug down to a significant depth and basically done from scratch (as there are subsoil issues that may require compaction or other forms of remediation). *These two fields will always be exclusively under team control and should be located close to clubhouse.*
 - Each field should have four (4) bullpen mounds associated with it
 - Each field should have two (2) dugouts
 - Each field should have a scoreboard
 - Each field should have a "batters eye"
 - Each field requires outfield wall padding (as opposed to basic standard fencing)
 - *Replica of Rogers Centre.* One (1) of the Major League fields should replicate the dimensions of *Rogers Centre*, including identical field dimensions, wall heights and outfield measurements marked in the same locations and fashion as they are at *Rogers Centre*. This field should also be artificial turf, with dirt infield, to dry quickly after the rain and better replicate *Rogers Centre*.
 - *Lighting.* Only 1 of the 2 Major League fields (the field with *Rogers Centre* dimensions) requires lighting.
- *One (1) "Half Field" for Major League Use.* Require a "half field" for Major League use. Will always be exclusively under team control and should be located close to clubhouse. Would like this half field to have artificial turf center with dirt infield to replicate *Rogers Centre* conditions.
- *Covered Indoor Batting Tunnel structure with Five (5) tunnels for Major League Use.* Structure should be well lit with high ceilings. Full mounds should be installed in each of the 8 tunnels to allow for indoor bullpen sessions in rain. Should have extra room around perimeter in order to accommodate benches, side work areas, and storage within caged space. Would like netting to be on pulleys to pull back manually as desired (believe the Tigers have implemented such a system in Lakeland). Require small video area integrated into batting tunnel structure.
 - Does not have to be air conditioned, but would like to ensure that there is adequate ventilation and fan system to ensure comfortable environment
 - N.B. - The Major (5) and Minor League (8) batting tunnels can be combined in one larger structure, depending on available site space. If the batting tunnels are combined into one larger structure, then only one video area is needed.

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- *Eight (8) gang mounds plus one (1) "half mound" for Major League Use.*
 - The half mound (i.e. shorter mound with more gradual incline) should be built in line with the full mounds.
 - Area between mounds and plates should be artificial turf to ease upkeep.
- *One (1) Covered Agility Field for Major League Use.*
 - This agility field should be roughly 50 yards long x 26 yards wide
 - Field needs to be covered with artificial turf
 - It should be enclosed on two (2) of the four (4) sides, and have a very high roof / ceiling – in order to permit long toss and other drills during rain
 - While the two (2) open sides will allow some natural light, additional lighting will be required
 - Would like there to be water fountain / bottle filling station in this structure
- *One (1) Inclined Agility Field for Shared Major League and Minor League Use.* Require grass hill with incline of 6 to 8 degrees. Running area should be about 55 yards long by about 5.5 yards wide (however, if there is space to accommodate, we would like it to be even longer – up to 100 yards). Can be located near Major League fields but would be used by both Major and Minor League teams.
- *Protective Netting.* Depending on site layout, anticipate that there will be protective netting needs in many areas (particularly to shield homes, roads and other adjacent properties in the neighborhood from batted balls, particularly as on north side of the property). Protective netting should also shield any publicly accessible fan areas, as well as parking areas. If possible, netting should be designed to as to collect baseballs for later retrieval and reuse.
- *Grounds Crew.* Would prefer to have one (1) large building that incorporates all of the necessary spaces and amenities for grounds crew / maintenance purposes. Would need to include, at a minimum, the following:
 - *Main Maintenance and Repair Space.* Need an indoor space around 3,500 square feet to house:
 - Should include three (3) small (100 square foot) offices for repair and maintenance staff
 - Should include a locker room, lounge and washroom space for 15 people (estimating total of 500 square feet for both). Should have 3 showers, 2 toilets, 2 urinals and 3 sinks.
 - Large open space (2,700 square feet) with concrete floor, suitable for repair and maintenance of golf carts, mowers, and other equipment and storage of same
 - Requires minimum of 9,000 pound equipment lift
 - One or two large garage doors for access, along with regular door
 - Minimum of four (4) work benches and shelving along exterior walls
 - Require 1 industrial washer and 1 industrial dryer in this space (and associated power, plumbing and drainage)
 - Needs to be able to be used to store power equipment (mowers, lifts, packers, golf carts etc.).
 - Requires both standard and 220 volt power receptacles
 - Needs to have heat and A/C, as well as hot and cold running water and sinks
 - *Secondary Storage Shed.* Require one (1) separate secondary shed of 500 square feet to store supplies and small equipment.
 - Concrete floor
 - Requires minimum of 9,000 pound equipment lift

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- One garage door and one regular door
- Shelving along exterior walls
- Requires both standard and 220 volt power receptacles
- Needs to have heat and A/C, as well as hot and cold running water and sinks
- *Exterior storage space.* 1,200 square feet with concrete dividers (to create at least 4 discrete spaces for dirt, fertilizer, propane etc.
- *Baseball Operations' Robotic Cameras and Wiring.*
 - Install High Definition, robotic, remotely operated Pan-Tilt-Zoom (PTZ) cameras (and associated conduit and wiring) to permit recording and remote viewing of activities on all full Major League and Minor League fields. Would want the following at all of the full fields:
 - One (1) permanent camera installation in centerfield
 - Ability to set up three (3) temporary "clamped" locations (along home plate, along 1B line, and along 3B line). Each "clamped" location should be able to accommodate more than one camera.
 - Conduits and cabling for temporary "clamped" installation of high definition, portable, robotic, remotely operated PTZ cameras in all indoor batting cages and at all gang mounds.
 - All cameras and feeds should be able to be remotely controlled from a central locations (both stadium and complex video rooms), and available for viewing on web-based viewing software, as well as main video room servers.
 - All robotic cameras should be 1080i High Definition as mentioned above, with full HD frame rate recording. (29.97fps), along with iris, black level, ND filter and paint controls. These cameras will shoot in a number of conditions from full daylight, to overcast, to night under sports lighting. "Security grade" cameras are not sufficient. Require minimum of twenty (20) cameras.

Assuming this would involve installing conduit and cabling to permit feeds to terminate at some central server or other room at the building. As with the stadium, any and all wiring, conduit, etc. needs to be to high standards and below ground to ensure not affected by weather. It needs to be run to appropriate server rooms, etc. Costs should reflect that.

- *Staff/Player Parking (350 spots).* Require secured, paved parking for approximately three hundred and fifty (350) vehicles (for team staff and players). Needs to be located close to clubhouse building.
 - Possible that it could be divided into a lot for 150 (for Major League players, staff and executives, located closest to clubhouse) and a further lot for 200 (for Minor League players and staff). Want to ensure Major League team always has parking.
 - Would need small security hut for guard to sit indoor with electrical power.
- *Public / Overflow Parking (150 spots).* Parking for 150 located elsewhere on the property (possibly on exterior edge of property close to those of the Minor League fields which the City and/or community may have use of). This parking can just be basic grass parking.
- *Security and Access Control.*
 - Require appropriate security fencing for the site (some existing may be re-usable and other areas will require new, for example, where new fields are installed), along with a parking gate at the entrance to staff parking and a shed for security to sit in at the staff parking entrance.
 - Will require automated security access controls (not only for offices, but also for the parking gate). *One possibility is to have the same system in place at the main stadium offices and*

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clubhouse and the Solon Avenue training facility. Further, the Florida systems should probably be the same as those used in Toronto, so that Toronto staff can utilize a single pass set up for both locations. If necessary, we can assist with the specs, but the costs needed to be included in the cost estimates for this project.

- Assume that a number of doors and spaces at the complex will use key locks (e.g. concession stand door, individual offices, etc). Require modern, secure lock and key system.
 - *Security cameras.* Would want new surveillance cameras to be able to view the parking areas, main fields, as well as the interior and exterior of the clubhouse building.
- **Backup Power.** Require backup power generator and associated infrastructure for data and emergency power systems. Assume at least 250 KV required.

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Joint Major / Minor League Offices and Reception

We anticipate that all offices will be located on the second floor of the clubhouse building and that the offices will open onto a covered balcony with a view of at least one of the Major League fields. Would be useful for balcony to view one Major and one Minor League field.

Will need some kind of joint ground floor reception area for the clubhouses and offices. Would want it to contain some built-in display cases.

Shared Spaces

- *Reception area.* Approximately 200 square foot reception area on second floor to serve offices.
- *Boardroom.* Require one large boardroom of approximately 615 square feet (38.8 feet long x 15.8 feet wide) that can accommodate a table with seating for twenty two (22) persons. Should include a small kitchenette area (sink, water, bar fridge, counter, cupboards).
- *Flexible Multi-Purpose Room.* Room would be approximately 800 square feet and would constitute "flex" space for various meeting, training, treatment and other needs. Room should be equipped with small, wheeled tables (approx. 2 feet x 3 feet) that can be aligned to create larger tables for meetings, configured in a variety of ways or moved/removed as necessary. Would prefer that this room be located in a spot that has relatively easy access to the clubhouse (even though this room will be on the second floor).
- *Open Office Space.* Require two (2) separate open office spaces (aka "bullpen" spaces) of approximately 450 square feet each (total of 900 square feet), with each space intended to accommodate multiple desks/ cubicles. This open office space will be used by various staff members from Baseball Operations, Communications, Marketing, Player Relations, IT and other departments as necessary.
- *IT Workspace.* IT must have a separate work space of approximately 300 square feet, with storage for excess equipment and room for 2-4 employees to work comfortably. Would prefer this workspace to be physically separated in some fashion from other offices.
- *Server Room.* For safety reasons (e.g. floods), would want on second floor.
- *Kitchen and Eating Area.* Require a 300 square foot kitchen/eating area serving the offices. This area should include a sink, dishwasher, refrigerator, microwave, etc.
- *Copy Room.* Require a copy/office supply room of about 150 square feet.
- *Men's and Women's Washrooms.* Require 1 large set of washrooms for each gender serving the offices. Assume we will require 150 square feet for each bathroom (or, alternatively, could do 2 smaller washrooms for each of men and women).
- *Janitor's Closet.* 1 janitor's closet of approximately 100 square feet for equipment and supply storage.

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- *Player Shoot Room.* For 3 to 4 weeks of Spring Training we require a room in which to be able to shoot audio / visual footage of players (e.g. throwing, jumping and batting action, interviews, and other content). Room needs to be 25 feet x 40 ft (1,000 square feet) and ceiling height of at least 13 feet. *This room can be on second floor and must be physically separate from weight room (to ensure that noise and music from weight room is not heard within this space), but also needs to be relatively easily accessible to/ from the Major League clubhouse.* Minimum lighting power service inside the shooting space should be 200A, 208V, 3ph with local disconnect and cam-lok J series connectors or equivalent. Should have acoustical tiles on the ceiling. Air conditioning for this space should have acoustical dampers, and a local thermostat control so it can be turned off during filming to ensure fan-coil cannot be heard. Outside of Spring Training, may want to repurpose the room as overflow meeting space, so it would be good to have means to divide room in two (and could include movable tables on wheels, etc.)

Major League Operations Offices

- *Covered Office Balcony with Field View.* Require an office balcony with roof and view of closest Major League field(s) and, potentially, some of the gang mounds (depends on final site layout).
- *Reception and office spaces:*
 - 2 "double" (i.e. larger than standard) private offices (each of approximately 250 square feet) with balcony access and room for desk and small table for small meetings
 - Reception area of approximately 250 square feet near at least 2 of the "double" offices
 - 7 "single" private offices with or without balcony access (150 square feet each)
 - 3 "single" private offices with or without balcony access (100 square feet each)
 - 1 large "open" (aka "bullpen") office space (approximately 450 - 550 square feet) (with wrap-around working counter and sufficient space for 4 desks).
 - 1 smaller "open" (aka "bullpen") space (approx. 275 square feet) without balcony access with room for 2-3 desks.

Minor League Operations Offices

- *Covered Office Balcony with Field View.* Require an office balcony with roof and view of closest Minor League field(s) and, potentially, some of the gang mounds (depends on final site layout). This would be the same balcony as the one serving the Major League offices, but probably just on a different side of the building.
- *Office Spaces.*
 - 1 "double" (i.e. larger than standard) private office (approximately 250 square feet) with balcony access and room for a main desk and small table for small meetings.
 - 3 "single" private offices with or without balcony access (150 square feet each).
 - 1 "single" private offices with or without balcony access (100 square feet each).
 - 1 large "open" (aka "bullpen") office (approximately 400 square feet) with room for 6 desks.
- *File storage room.* Require 150 square feet.

Exhibit "C"
Improvements

Ver. 3.0 - As of September 9, 2016

Florida Operations Offices

- *Office Spaces.*
 - 1 "double" (i.e. larger than standard) private office (of approximately 250 square feet) with balcony access and room for desk and small table for small meetings.
 - 2 "single" private offices with or without balcony access (150 square feet each).
 - 1 "single" private office with or without balcony access (100 square feet)
 - 1 "bullpen" office (approximately 250 square feet) with room for 2 desks.

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Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

Joint Major / Minor League Clubhouse Spaces

Assumption is that all of the player and coaching-related spaces will be on the main floor of the Clubhouse building unless otherwise noted.

- *Reception.* Area of about 300 square feet or more at front entrance to serve as reception for entire clubhouse / office building. Would want it to contain some built-in display cases.
- *Blue Jays Communications Staff, Media Workspace and Related.* Require an area within which Blue Jays communications staff would work, adjacent to a media workspace and related spaces. Specifically:
 - 1 "single" private office (150 square feet each) for Blue Jays communications staff
 - 1 "single" private office (100 square feet each) for Blue Jays communications staff
 - 1 large private space for Blue Jays communications staff (approx. 300 square feet) with room for 3-4 desks.
 - Adjacent to the Blue Jays media relations staff offices, we require approximately 700 square feet of room for media members to work and eat. Although located within the building footprint, this room should be totally separated from clubhouses and main Blue Jays offices, with its own entrance / exit. Counters should line the outside of the room to provide work space (with appropriate electrical, internet and other connections). Media workspace should include small copy/supplies area (about 100 square feet of total area).
 - Require 2 interview rooms of approximately 100 square feet each, connected and immediately adjacent to the media workspace.
- *Shared Weight Room.* The weight room will be shared by both Major and Minor League players/staff, and need to be located in close proximity to both Major and Minor League Athletic Training/Treatment areas (probably directly in between).
 - Require 10,000 square feet of main floor interior space with rubberized flooring. Must include power and internet connections throughout weight room, camera conduits in a section, screens for programming and feedback at all workout stations (i.e. cardio), and all other necessary cabling, conduit and other infrastructure for future technological upgrades.
 - Extra high ceilings – the interior space should be at a height of at least 2 stories.
 - A 2nd floor "cardio loft" overlooking the main floor (loft should be about 700 square feet).
 - An additional dedicated rehabilitation area of approximately 1,000 square feet with training / massage tables, machines, etc. attached to the weight area
 - An additional 225 square foot (15 foot x 15 foot) secure storage room attached to the weight area (including shelving) for storage excess equipment/supplies.
 - An additional exterior space of at least 2,700 square feet (90 feet x 30 feet), separated from the main weight room by one or more a glass/clear garage doors, with field turf and an all-weather awning or roof to protect from the elements.
 - Exterior wall located within this exterior space should be steel-reinforced "medicine ball wall" (i.e. wall has to be strong enough to withstand repetitive impact from medicine balls).
 - An additional smaller outdoor storage area (adjacent to exterior workout space) of approximately 250 square feet with small lockable container for storage of exterior workout materials.

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- *Shared Hydrotherapy Room.* The hydrotherapy room will be shared by both Major and Minor League players/staff, and need to be located in close proximity to both Major and Minor League Athletic Training/Treatment areas (probably directly in between). Require 1,400 square foot room with proper ventilation, plumbing, etc. Room will include at the following at minimum:
 - *Hydroworx* therapy pool system, with variable depth, underwater treadmill, and built-in cameras. This pool should be in the center of the room.
 - 4 in-ground *Hydroworx* plunge pools (2 hot, 2 cold). Two (2) plunge pools (1 each hot and cold) should be placed on either side of the therapy pool, so that Major and Minor league each has access to its own pair of plunge pools.
 - 2 *CET Team Cryospa* tubs with hot and cold functionality.
 - 2 small stainless steel tubs (for extremities). Would need to be located near water source / plumbing.
 - 2 ice machines (1 cube and 1 pellet). Again, requires water source.
 - Small bathroom area with urinal, sink and shower. Could be enclosed by curtain or partial wall.
- *Yoga Studio.* One (1) room of 800 square feet, with wooden floors and mirrors on walls for possible use as yoga studio. This room must be in proximity to and easily accessed from weight room and training areas.
- *Large, Subdivisible Multi-Purpose Room.* This room would be approximately 1,000 square feet and would have dividers to permit it to be subdivided into 2 to 4 smaller rooms (each would need its own doorway access to the hall). Intent is to have a very flexible space that can accommodate multiple needs simultaneously. On one day, there might be a large meeting. On another, one of the smaller spaces might be used for cognitive training or grappling. This large multipurpose room should also be equipped with small, wheeled tables that can be aligned to create larger tables for meetings, configured in a variety of ways or moved/removed as necessary.
- *Second, Subdivisible Multi-Purpose Room.* "Flexible" space of 1000 square feet to be used for various training, treatment and other varying needs. Should be divisible for possible use as smaller conference rooms as and when required, and should be equipped with small, wheeled tables that can be aligned for meetings or moved/removed as necessary.
- *Sports Science Lab.* Require dedicated space of approximately 700 square feet (approx. 26.5 feet x 26.5 feet) with power outlets, internet connections and conduits / wiring, for data, video, etc throughout (we anticipate having cameras installed in this space at some point). Desire is for the space to in a built-in force measurement platform (pad that measures downward force, such as from jumps).
- *Main Trainers' Locker Area.* Need locker space (approximately 825 square feet) and washroom space (approximately 275 square feet) for athletic trainers, strength and conditioning coaches, and mental performance coaches. Must comfortably accommodate 40 staff total. Lockers should include integrated power outlets. Washroom should include at least 3 urinals, 3 stalls, 8 showers and 4 sinks.
- *Female Locker Area.* Smaller locker room (approximately 200 square feet) for 5 lockers (including integrated power outlets) and accompanying shower and restroom area (approximately 100 square feet). Restroom area should have 2 sinks, 2 toilets and 2 showers.

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Improvements

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- *Doctor's exam room.* 2 private rooms of approximately 125 square feet each. Require each room to be accessible directly from both the Major and Minor league training areas, with each of the 2 rooms including:
 - Lockable door
 - Hi-Lo examination table
 - X-ray view box on wall
 - Counter-top type desk with computer workstation
 - Built-in cabinets and locks
 - Wall-mounted vitals station, and
 - Wall-mounted mirror.

- *X-ray room.* Need x-ray room with properly insulated (lead) walls and door, with a total size of about 120 square feet. Should be a dedicated room and not shared with doctor or massage therapist. Should be accessible directly from both the Major and Minor League training areas. Room needs:
 - Enough space for hi-lo examination table
 - Fluoroscan or x-ray machine (provided by the team)
 - Lead walls and door
 - Counter top including lower storage.

- *Shared Video Room and Office.*
 - Require single shared Major/Minor league video room of approximately 600 square feet. Should include divider in middle of room, in case separation between Major and Minor league personnel is desired. Room should include built-in counter/cabinets around exterior of room and equipment (including video and computers, as well as connectivity and cabling). Will be used for charting and watching video. Two charting stations should be capable of controlling all cameras throughout stadium and complex, including on main field, back fields, batting cages, etc.
 - Smaller, connected office (approximately 200 square feet) to be set up as work room for Advance Scouting and other video-related work.

- *Theatre-style Classroom.* Would like to have a theatre with fixed, banked seating capable of comfortably holding 120 persons (we anticipate that would require approximately 1,600 square feet). Space would have integrated audio/visual (screen at front, speakers, etc.) and would have desks and outlets at the seats. Initial plans should show people entering at front of room and walking up to back rows which are raised above ground level.

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Exhibit "C" Improvements

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Clubhouse and Training Spaces for Exclusive Use of Major Leaguers

- **Major League Locker Room and Washroom. Requirements:**
 - 2,800 square foot main locker room area.
 - 80 new, high quality "permanent" lockers (with proper ventilation, integrated power outlets, etc.). Lockers should be around room exterior so that center has room for comfortable movement and with some built-in counters/tables, sunscreen station, televisions and other features. Lockers can be extra tall (like in Padres locker room in Peoria) given the extra high ceilings in the space.
 - 2 lounge areas in center of clubhouse with couches, tables, etc.
 - High ceilings (about 22 feet) with windows to allow natural light above lockers (similar to Padres locker room in Peoria, except also want to be able to darken the room when needed, which isn't possible in Peoria).
 - Additional 1,200 square foot restroom/shower area with at least 6 urinals, 6 toilets, 18 showers and 8 sinks.
 - Although doesn't have to follow a football shape, that would be fine, provided that the ends of the room are not coming to a point (making those ends unusable).

- **Janitor's Closet.** 1 janitor's closet of approximately 100 square feet for equipment and supply storage.

- **Athletic Training/Therapy Areas.** Athletic training/therapy area must adjacent to the joint hydrotherapy space in the building and weight room, with ability to view into each.
 - Approximately 1,400 square feet of primary training space.
 - 8 hi low treatment tables included in the training space.
 - Would like to ensure there are high (12 foot) ceilings, making the space comfortable.
 - **Trainers' Offices.**
 - Require one (1) "single" office of about 150 square feet
 - Require larger communal office to accommodate 8-10 staff members. Likely requires a total of about 350 square feet. All Major League trainers and strength/conditioning coaches will be based in this area; as such, requires a view of the training area and easy access to the weight room. Need extensive cabinets and wraparound counter work space with ample electric outlets, internet access, etc. Would like ability to use entire walls as white board writing space.
 - **Massage therapy/chiropractic room.** Need room of approximately 150 square feet for use by team massage therapists and chiropractors.
 - Additional secure storage room of approximately 150 square feet (doesn't necessarily have to be within the central training area but should be accessible from it).

- **Coaches' Work Room.** Should be about 650 square feet with a large table in the center and work stations (counters) around the sides of the room. Must be connected to Coaches' Locker Room, and potentially Manager's Office. Should include copier and several televisions.

- **Coaches' Locker Room. Require:**
 - 900 square feet for locker room and including small lounge area within the locker room with couches, a table, etc.,

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- 30 lockers with integrated power outlets, and
- Enough washroom space for 3 toilets, 4 urinals, 8 showers, and 4 sinks (about 450 square feet).
- *Manager's Office.* Should be about 200 square feet plus adjoining private bathroom / shower of approximately 75 square feet. Optimally, this room will connect directly to the Coaches' Work Room.
- *Family Waiting Room.* Should be about 200 square feet, with separate entrance removed from clubhouse/training facilities. Preference would be for this space to be accessed directly from the main floor reception area.
- *Staff / Executive Locker Room.* Would like to have a locker room (approx. 575 square feet) and shower/washroom space (approx. 225 square feet) for use by clubhouse staff and team executives, accommodating 30 persons/lockers. Locker area should have wooden, ventilated lockers with integrated power outlets. Washroom should have at least 2 urinals, 2 toilets, 6 showers and 3 sinks.
- *Laundry.*
 - Main room size should be about 600 square feet,
 - Four (4) commercial washers and four (4) commercial dryers,
 - One (1) residential washer, and
 - One (1) sink and large table for folding.
- *Equipment Room / Equipment Storage/ Offices.*
 - Require 2,000 square feet for equipment storage, at least partly divided, so it's really two spaces rather than one single large room. Within the 2,000 square foot area:
 - Want to devote a portion of storage space as a kind of "cage" of "subspace" that can be locked (approximately 250 square feet).
 - Want to include a pooled office area of about 150 square feet for 2 or 3 people. Should have counter built in around at least one exterior wall.
 - Require garage door/loading space to exterior of main floor equipment room – with direct access to parking lot/driveway. *Loading space for Major League equipment area needs to be physically separate from the loading space for the Minor League equipment area, so that if there was load-in or load-out happening on the same day, they would not affect one another.*
 - Want the equipment area to include large accordion-style shelving system on tracks (with ability to move and also to lock in place) for more efficient storage and access to equipment.
 - Require additional ball storage room of 175 square feet with shelving in the room. This room needs to have direct access to the outdoors, in a location with a convenient path to the Major League fields.
- *Travel Office.* Require office of at least 150 square feet for Director of Team Travel.
- *Commercial Grade Kitchen Space (and associated storage and service areas).* Require commercial kitchen (approximately 600 square feet) and all associated walk-in freezers, walk-in refrigerators, cooking equipment, exhaust hoods, plumbing, venting, etc. Also require attached secure storage space / pantry (approximately 250 square feet). Kitchen would obviously have to be designed to current standards and to meet the full needs of the team, however, we know that the following are important:

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- Plans need to include appropriate serving counters and stations (e.g. salad bar) that are integrated in some manner into the dining room space (which space is described below). Idea is such that the kitchen, serving and dining are all open and very much connected spaces.
- Optimally, would like to have garage door or other large access directly from the exterior of the building into the kitchen and the kitchen storage room, so that items can be loaded directly from vehicles. Would also want built-in floor to ceiling shelving in storage room.
- *Dining Room.* Require 1,100 square feet for a dining room (eating area). Must be connected to the kitchen /service counter in a functional way. Lunch room should probably occupy as space that is relatively accessible from / to the office areas of the building (as players may need to go up to the offices and/or team staff may need to come down).
 - *Nutrition area.* Want a portion of the lunch room space to include counters and cabinet space to be used as a "nutrition area", including supplements, nutrition bars, juice bar, smoothie station with blenders, etc
 - *Outdoor Eating Area.* Would like an additional outdoor patio eating area with picnic tables. Preferably this space will include some shade and be about 300 to 400 square feet. Depending on final building design, we recognize that the space may be larger than we need for this. If so, we would not want to finish the entirety of the larger space for the purpose of eating (we likely would want to leave unfinished or use for some other purpose).
- *Additional storage.* Would like to ensure that we have an additional storage space / room of approximately 250 square Major League portion of the building.

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Exhibit "C" Improvements

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Clubhouse and Training Spaces for Exclusive Use of Minor Leaguers

- *Minor League Player Locker Room(s) and Washrooms.* Requires one large locker room (of approximately 5,000 square feet in total) that can be divided into two (2) Minor League locker rooms as further detailed below.
 - Locker Room 1:
 - Space for 80 permanent player lockers (good quality) (requires approximately 2,000 square feet)
 - Locker Room 2:
 - Space for 130 permanent player lockers (medium quality) (requires approximately 3,000 square feet)

- *Minor League Player Washrooms.* There should be two (2) washroom / shower areas serving the Minor League locker area (one on each side of the large room described in the previous entry). One washroom / shower area should occupy approximately 900 square feet and the other should occupy approximately 1,300 square feet, and each should include an appropriate number of urinals, toilets, showers and sinks for the number of players using.

- *Athletic Training/Therapy Areas.* Athletic training/therapy area must be adjacent to the joint hydrotherapy space in the building and weight room, with ability to view into each.
 - Approximately 1,750 square feet of primary training space.
 - 10 hi low treatment tables included in the training space.
 - Would like to ensure there are high ceilings, making the space comfortable.
 - *Storage Space.* Would like secure storage space of at least twelve feet (18') by sixteen feet (16') (total square footage 288) with shelving.
 - *Massage therapy/chiropractic room.* Need small room of approximately 150 square feet for use by massage therapists and chiropractors.
 - *Trainers, Rehab and High Performance Offices.*
 - Require four "single" offices of about 150 square feet each (one each for Minor League trainer calls, Rehab Staff, Strength and Conditioning Staff and High Performance Staff)
 - Also require larger communal offices to accommodate 30 staff members. Can be split into 2 or 3 pooled work areas that accommodate 10 to 15 staff members each. Requires a total of about 900 square feet for all of this space. All minor league trainers and strength/conditioning coaches will be based in this area; as such, requires a view of the training area and easy access to the weight room. Need extensive cabinets and wraparound counter work space with ample electric outlets, internet access, etc. Would like ability to use entire walls as white board writing space. Would like these pooled work spaces to be roughly square, so that staff can work along edges or turn towards center for ad hoc meetings.

- *Janitor's Closet.* 1 janitor's closet of approximately 400 square feet for equipment and supply storage. This room needs a sink and hot and cold water.

- *Coaching Staff Locker Room.* Require 1,500 square foot coaching staff locker room (needs to that accommodate 70 lockers). Lockers should be ventilated and include integrated power outlets. Must also

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include about appropriate washroom facilities of about 600 square feet. At a minimum, require 6 urinals, 6 toilets, 20 showers and 8 sinks.

- *Coaching Staff Workroom.* Require 1,000 square foot coaching staff workroom with seating for at least 60 and all necessary outlets, internet, cable wiring, etc. in order assure that each can comfortably work. Should have want built-in counter/desk around exterior of the room to maximize work stations. Also need extensive cabinets for office supplies. Would like space to include a number of smaller (around 2 feet x 3 feet) wheeled tables that we can bring together to form a large working conference table, separate out into smaller work stations, or clear out entirely for larger meetings as necessary. Room should include copier and several televisions.
- *Roving Instructor and Other Baseball Staff Offices.* Require:
 - 3 offices of about 150 square feet, and
 - 3 offices of about 100 square feet each,

for roving instructors (i.e. Field Coordinator, Pitching Coordinator and Hitting Coordinator) and other coaches (i.e. mental skills, nutritionist) with room for desk/workstation.

- *Equipment Room / Equipment Storage/ Offices.*
 - Require approximately 2,500 square feet for equipment storage, at least partly divided, so it's really two spaces rather than one single large room. Within the 2,500 square foot area:
 - Want to devote a portion of storage space as a kind of "cage" of "subspace" that can be locked.
 - Want to include a pooled office area of about 200 square feet for 3 or 4 people. Should have counter built in around at least one exterior wall.
 - Want in-wall access to equipment room (waist up) from hallway for use to pass equipment to players (so that existing access doors can be used for entrance and egress only and not for service). This in-wall access point would have a locking roll-up window (concession-style).
 - Add garage door and loading dock to equipment storage room for easy load in from exterior. *Loading space for Minor League equipment area needs to physically separate from the loading space for the Major League equipment area, so that if there was load-in or load-out happening on the same day, they would not affect one another.*
 - Want the equipment area to include large accordion-style shelving system on tracks (with ability to move and also to lock in place) for more efficient storage and access to equipment.
 - Require additional ball storage room of 225 square feet.
 - Require additional 700 square foot cart storage area/room, connected to ball storage area and main room (through a door). This cart room should have sinks, as well as tables or counters to fill and load coolers with water/ice/powerade/gatorade and rollup garage doors out to fields.
- *Laundry.*
 - Main room size should be about 600 square feet,
 - Four (4) commercial washers and four (4) commercial dryers (with necessary power hookups, water, ventilation and drainage), and
 - One (1) sink and large table for folding.

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- *Commercial Grade Kitchen Space (and associated storage and service areas).* Require kitchen, serving and storage facilities that would allow us to prepare and serve food to 200+ people in one sitting. Requires industrial/commercial appliances (walk-in freezers, walk-in refrigerators, cooking equipment, exhaust hoods, etc.), plumbing, venting, etc. Kitchen would obviously have to be designed to current standards and to meet the full needs of the team, however, we know that the following are important
 - Likely requires about 1,000 square feet for the kitchen area
 - Plans need to include appropriate serving counters and stations (e.g. salad bar) that are integrated in some manner into the dining room space (which space is described below). Idea is such that the kitchen, serving and dining are all open and very much connected spaces.
 - Require separate secured pantry / storage room of approximately 250 square feet.
 - Optimally, would like to have garage door or other large access directly from the exterior of the building into the kitchen and the kitchen storage room, so that items can be loaded directly from vehicles. Would also want built-in floor to ceiling shelving in storage room.

- *Divisible Dining/Multi-Purpose Room.* Require 3,000 square foot dining room (needs to be able to hold 225 people seated around tables). Would like the ability to sub-divide the space with partitions (so one side could be used for dining while people are having a class or large meeting on the other side). Should be wired for televisions, projector, etc.
 - *Nutrition area.* Want a portion of the dining room space to include counters and cabinet space to be used as a "nutrition area", including supplements, nutrition bars, juice bar, smoothie station with blenders, etc

- *Umpire's room.* Locker area of around 250 square feet. Must be out of the way, with direct access to fields and limited access to other clubhouse sections. Some of the specifics include:
 - 4 lockers, 4 locker chairs, and a table with 4 chairs for umpires to use for meals
 - Bathroom with 2 shower heads, 2 sinks, 1 toilet and 1 urinal (need about 180 square feet for that).

- *Additional storage.* Would like to ensure that we have an additional storage space / room of approximately 250 square feet within Minor League portion of the building

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RESOLUTION 17-52

EXHIBIT "B"

AGREEMENT

FOR

CONSTRUCTION AND RENOVATION

**AGREEMENT FOR THE CONSTRUCTION AND RENOVATION OF THE
DUNEDIN SPRING TRAINING FACILITIES**

This Agreement for the Construction and Renovation of the Dunedin Spring Training Facilities (the "**Agreement**") is executed as of November 2, 2017, by and between the City of Dunedin, Florida (the "**City**"), a municipal corporation of the State of Florida and Rogers Blue Jays Baseball Partnership, a general partnership under the laws of the Province of Ontario (the "**Club**").

WITNESSETH

WHEREAS, the City is the owner of certain lands that are generally known as the Dunedin Stadium / Grant Field lands and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "**Grant Field Lands**"), as well as a ballpark and certain other facilities, buildings and other improvements located on those lands (collectively, the "**Grant Field Facilities**"); and

WHEREAS, the City is the owner of certain lands that are generally known as the Englebert Recreational Complex and the Vanech Recreational Complex and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (collectively, the "**Complex Lands**"), as well as certain facilities, buildings and other improvements located on those lands (collectively, the "**Complex Facilities**"). For the purposes of this Agreement, the Grant Field Facilities and the Complex Facilities will together be referred to as the "**Dunedin Facilities**"; and

WHEREAS, the Club owns and operates the Major League Baseball Club known as the *Toronto Blue Jays*® (the "**Major League Team**") and has been using portions of the Dunedin Facilities, pursuant to a license agreement with the City, as amended from time to time, as the Club's Spring Training and player development facilities and for other year-round Club uses, including use for the Club's Florida State League for an "A" level Minor League baseball team (the "**Minor League Team**"); and

WHEREAS, the State of Florida (the "**State**") offers a certification process and funding for improvements to certified retained spring training facilities pursuant to Section 288.11631, Florida Statutes (the "**State Contribution**"); and

WHEREAS, Pinellas County, Florida (the "**County**") is making available to the City additional funding in the net amount of \$41,700,000 through a distribution of tourist development tax revenues for the payment of a portion of the cost of construction, renovation and expansion of the Dunedin Facilities (the "**County Contribution**"); and

WHEREAS, the City has agreed to contribute \$5,663,000 toward the construction, renovation and expansion of the Dunedin Facilities, and to license certain additional real property, comprising a portion of the City's Vanech Recreational Complex, as additional property on which parts of the expanded Dunedin Facilities will be located (the "**City Contribution**"); and

WHEREAS, the Club has agreed to contribute net project fund monies in the amount of \$20,000,000 (the "**Club Contribution**"), which funds are to be provided through the issuance by the City of its debt obligations supported by annual capital contributions by the Club for twenty (25) years; and

WHEREAS, the City Contribution, the Club Contribution, the County Contribution and the State Contribution will be used to pay the cost of improvements, renovations and expansions of the Dunedin Facilities; and

WHEREAS, the City Contribution, the Club Contribution and the County Contribution in the aggregate amount of \$67,300,000 will provide approximately 83% of the estimated \$81,044,191 cost of the construction, expansion and renovations of the Dunedin Facilities; and

WHEREAS, the City has agreed to apply to the State for certification of the Dunedin Facilities as a retained spring training facility and for the State Contribution to supplement the funds made available by the City, the County and the Club to pay a portion of the cost of the improvements, renovations and expansions of the Dunedin Facilities (as described herein, the “Dunedin Facilities Improvements”); and

WHEREAS, the City and the Club mutually desire to set forth in this Agreement their agreement as to the scope of the Dunedin Facilities Improvements, the anticipated costs of the Dunedin Facilities Improvements, the sources of funding for the cost of the Dunedin Facilities Improvements; and generally how the design and construction of the Dunedin Facilities Improvements will be procured and undertaken by the City and the Club.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the City and the Club hereby mutually agree as follows:

1. **RECITALS.** The Recitals set forth at the beginning of this agreement are hereby incorporated herein by reference as if fully set forth herein.
2. **DUNEDIN FACILITIES IMPROVEMENTS.** The City and the Club agree that the scope of the Dunedin Facilities Improvements are set forth in Exhibit “B” attached hereto and incorporated herein by reference (the “Scope”). Said Scope is subject to final design and approval by the City and the Club. Without limiting the foregoing, the Dunedin Facilities Improvements are intended to include the following:
 - (a) designing and constructing a ballpark whose architecture suits and reflects the host community and the team, allowing that ballpark to become a destination that is as unique and memorable as the other Spring Training ballparks in Florida and Arizona;
 - (b) increasing ballpark capacity from its current capacity of approximately 5,500 to 8,500;
 - (c) introducing more shaded viewing areas and alternative seating/standing room at the ballpark;
 - (d) significantly improving fan amenities at the ballpark, such as redesigned building entry and circulation, and updates to merchandise and food concession locations;
 - (e) adding baseball fields and other outdoor amenities at the Complex Facilities;
 - (f) constructing a new, larger training building at the Complex Facilities, which will permit all Major and Minor league training to occur at a single site, with only games played at the Grant Field Facilities site; and
 - (g) creating a training facility and environment for use by the Club that is more in line with that available to other professional baseball organizations.
3. **DUNEDIN FACILITIES IMPROVEMENTS BUDGET.** The City and the Club agree that the overall total budget for the Scope of work associated with the design and construction of the Dunedin Facilities Improvements will be \$81,044,191 (the “Project Budget”). The costs are generally described in Exhibit “C” attached hereto and incorporated herein by reference. The Club and the City shall work in good faith to manage the costs for the design and construction of the Dunedin Facilities Improvements

within the Scope and Project Budget. Unless otherwise mutually agreed, the Club shall be solely responsible for said costs within the Scope that exceed the Project Budget. In addition, the Club shall have the right to request or require expenditures outside the Scope and in excess of the Project Budget, however, unless otherwise mutually agreed, the Club shall be solely responsible for such expenditures outside the Scope and in excess of the Project Budget.

4. **SOURCES OF FUNDING.** The City and the Club anticipate that there will be four (4) sources of funding for the Project Budget (the “**Funding Sources**”), consisting of the City Contribution, the Club Contribution, the County Contribution, and the State Contribution. The City shall utilize all funds received from the Funding Sources in order to cover the Project Budget. In the event the City receives all funds from the four (4) Funding Sources but is not able to fund the \$81,044,191 Project Budget because of a shortfall, the City and the Club agree that the Scope of the Dunedin Facilities Improvements will, unless the parties agree to increase their respective contributions to the amount needed to overcome any such shortfall, be adjusted by mutual agreement to utilize the total amount of funding received from the Funding Sources to construct the Dunedin Facilities Improvements.

5. **DESIGN AND CONSTRUCTION PROCESS.** The City, as the owner of the Dunedin Facilities, will undertake a public procurement process as required by the *Consultant Competitive Negotiation Act*, Section 287.055, Florida Statutes (2017), to procure the services of architects, engineers, general contractors and related professional services. The Club shall have a material role in said public procurement process and shall serve on the selection committee with the City. To facilitate and implement this process, the City and the Club will act in good faith to enter into a development agreement as an expansion of the general terms stated herein, pursuant to which the relative roles and responsibilities of both the City and the Club will be set forth, as well as to specify the services each of the Club and the City will provide in the procurement, design and construction phases of the Dunedin Facilities Improvements (the “**Development Agreement**”). As set forth in the Development Agreement, following the procurement process, the City will enter into the final agreements with the engineers, architects, general contractors and related professional service providers necessary for the design and construction of the Dunedin Facilities Improvements. The City shall be solely responsible to contract for, oversee, and cause the completion of the Dunedin Facilities Improvements subject to and in accordance with the terms and conditions of the Development Agreement.

6. **NATURE OF AGREEMENT; TERMINATION.** This Agreement is intended to generally outline the terms, conditions, rights and responsibilities of the City and the Club concerning the development and construction of the Dunedin Facilities Improvements. This Agreement shall terminate and have no further force and effect upon the City and the Club entering into the Development Agreement.

[Signatures on following pages]

IN WITNESS WHEREOF, the City and the Club have caused this Agreement to be executed by the appropriate officials and the necessary seal affixed thereto as of the day and year first above written.

CITY OF DUNEDIN, FLORIDA

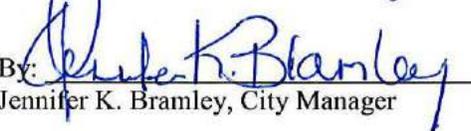
A municipal corporation

ATTEST:

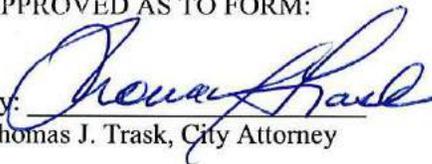

Denise Kirkpatrick, City Clerk

By: 
Julie Ward Bujalski, Mayor

(SEAL)

By: 
Jennifer K. Bramley, City Manager

APPROVED AS TO FORM:

By: 
Thomas J. Trask, City Attorney

ROGERS BLUE JAYS BASEBALL PARTNERSHIP

By: 
Name: Mark A. Shapiro
Title: President and CEO

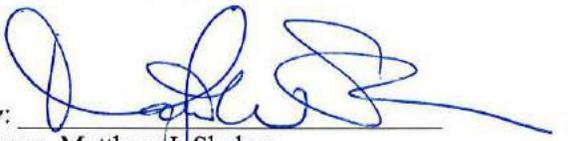
By: 
Name: Matthew J. Shuber
Title: Vice President, Legal and Government Affairs

EXHIBIT "A"

LEGAL DESCRIPTION OF GRANT FIELD LANDS AND COMPLEX LANDS

Grant Field Lands

THE NW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 28 SOUTH, RANGE 15 EAST, LESS A LOT IN THE NE CORNER OF THE SE $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 28 SOUTH, RANGE 15 EAST, RUNNING EAST AND WEST 345 FEET AND NORTH AND SOUTH 635 FEET KNOWN AS SCHOOL TRACT. LESS AND EXCEPT ALL EASEMENTS AND RIGHTS-OF-WAY.

LESS AND EXCEPT:

THE WEST SIX HUNDRED SIXTY-THREE (663) FEET OF THE SOUTH FOUR HUNDRED NINETY-TWO AND FIVE TENTHS (492.5) FEET OF THE NORTHWEST QUARTER (NW $\frac{1}{4}$) OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF SECTION THIRTY-FOUR (34), TOWNSHIP TWENTY-EIGHT (28) SOUTH, RANGE FIFTEEN (15) EAST; SUBJECT HOWEVER, TO THE RIGHT OF WAY OF THE PUBLIC THOROUGHFARE KNOWN AS COUNTY HIGHWAY NO. 33 (OR DOUGLAS AVENUE) OVER THE WEST THIRTY-THREE (33) FEET OF SAID TRACT.

LESS AND EXCEPT:

THE E $\frac{1}{2}$ OF THE NW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$, LESS THE SOUTHERLY 492.5 FEET OF SECTION 34, TOWNSHIP 28 SOUTH, RANGE 15 EAST, SITUATE IN THE CITY OF DUNEDIN, FLORIDA;

LESS AND EXCEPT:

LANDS PLATTED AS PLAZA HEIGHTS, PLAT BOOK 43, PAGE 74, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA;

LESS AND EXCEPT:

ANY PORTION OF DEED BOOK 775, PAGE 533 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING WITHIN THE SOUTH 492.50 FEET OF THE NORTHWEST $\frac{1}{4}$ OF THE OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA.

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EXHIBIT "A"

Complex Lands

1. Engelbert Site (Blue Jay Complex Boundary Survey 1977)

THE SOUTH ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA AND LOTS 8 AND 9, PINELLAS GROVES AS RECORDED IN PLAT BOOK 3, PAGE 15, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

LESS THE EAST 320.0 FEET OF THE NORTH 140.0 FEET OF THE WEST 900.0 FEET OF THE SOUTH 200.0 FEET SAID SOUTH ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ IN THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 28 SOUTH, RANGE 15 EAST. CONTAINING 1.0 Ac MORE OR LESS.

LESS THE EAST 15.0 FEET OF SAID LOTS 8 AND 9 LYING WEST OF BLOCK "N", RAVENWOOD MANOR SUBDIVISION AS RECORDED IN PLAT BOOK 70, PAGES 92-94, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. CONTAINING 0.44 Ac MORE OR LESS.

REMAINING PARCEL: 27.4 Ac MORE OR LESS.

2. Vanech Site (Stevens Jones Boundary Survey 1987)

THE SW ¼ OF THE NE ¼ OF SECTION 24, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, LESS THE NORTHERLY 520.00 FEET AND THE SOUTHERLY 400.00 FEET THEREOF; AND THE NORTH HALF OF THE NE ¼ OF THE SW ¼ OF SAID SECTION 24, LESS A PART THEREOF CONTAINED IN PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 4237, PAGE 1115 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, AND SUBJECT TO THE OCCUPATION OF GARRISON ROAD ON THE WEST, AND THE SE ¼ OF THE NW ¼ OF SAID SECTION 24, LESS THE NORTHERLY 494.00 FEET THEREOF, AND LESS A PART THEREOF CONTAINED IN PROPERTY DESCRIBED IN O. R. BOOK 4237, PAGE 1115 AND O. R. BOOK 4239, PAGE 345 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, AND SUBJECT TO THE OCCUPATION OF GARRISON ROAD ON THE WEST.

LESS:

COMMENCE AT THE CENTER OF SECTION 24 GO NORTH 400.06 FEET TO POINT OF BEGINNING, EAST 1335.34 FEET, NORTH 417.35 FEET ALONG THE EASTERN BOUNDARY OF THE SPANISH ACRES SUBDIVISION. THENCE WEST 1335.55 FEET, SOUTH 417.35 FEET TO THE POINT OF BEGINNING. CONTAINING 12.8 Ac MORE OR LESS.

LESS SCHOOL BOARD PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 7021, PAGE 252 OF THE PUBLIC RECORDS OF PINELLAS COUNTY. CONTAINING 12.3 Ac MORE OR LESS.

REMAINING PARCEL: 31.1 Ac MORE OR LESS.

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EXHIBIT "B"

SCOPE OF DUNEDIN FACILITIES IMPROVEMENTS

Ver. 3.0 – As of September 9, 2016

GAME DAY STADIUM AT DOUGLAS AVENUE SITE (EXISTING LAND)

AND

**COMBINED MAJOR AND MINOR LEAGUE DEVELOPMENT COMPLEX AT SOLON AVENUE SITE (WITH
ADDITIONAL LAND TO THE NORTH)**

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EXHIBIT "B"

DOUGLAS AVENUE SITE (STADIUM SITE)

Stadium Improvements

Renovation of the stadium to bring it up to modern-day standard, including the following key amenities / elements:

- *Seating.* Stadium capacity of 8,500 based on:
 - Fixed seating for 6,500 people. Assume 19 inch "flip up" seats
 - Standing room, berm seating and "alternate seating" space (such as at least one "party deck", and four tops / high top seating on outfield portion of boardwalk) for 2,000

- *Shaded seating and protective netting.*
 - Significant number of shaded seats (high percentage of overall seating, including shading for some of the higher priced seating areas and, if possible, some portion of the berm). Might be achieved by extending the existing overhang (if engaging in a renovation) or by some entirely new structure or overhang.
 - We note that in boardwalk areas we're advised that trellises are not sufficient for shading, so we suggest another idea be presented.
 - Protective netting required in areas around home plate, down lines and behind dugouts. May also be needed in front of berm if that area is in direct line of foul balls.

- *Boardwalk.* Outfield "boardwalk" permitting 360 degree fan circulation around the stadium, with sufficient space on outfield portion of the boardwalk for:
 - good-sized "tiki" bar
 - additional smaller bar located in opposite corner room for 8 – 10 stools across
 - requires fixed food concession area, preferably including BBQ grills (*definitely need to have a permanent bbq location somewhere and we have included a fixed concession stand at this location below under "Food and Beverage Concessions and Related", below)
 - requires a spot for at least one (1) temporary food concession stand
 - Fixed merchandise store of between 700 and 900 square feet
 - men's and ladies' washrooms (sufficient to meet code and capacity requirements)
 - 4 tops seating and high top stool seating, including stools and ledges along front of boardwalk (final numbers will be determined based on length of boardwalk and layout of other items).
 - Once we determine the length of the boardwalk we can determine the number of stools and 4 top seating which is needed on the boardwalk.
 - If possible, would like to have some means to access to the boardwalk from our office space (could be a short stairwell with a door a secured door at the top).
 - Would like to see if the boardwalk could connect to the ground floor concourse (whether by stairs or ramp), as opposed to the second level concourse.

- *Luxury Suites.* Want a total of five (5) luxury suites:
 - 3 of which can be either separate or combined into 1 large party suite (these would be intended as the saleable "fan" suites),
 - 1 of which would be a players' family suite geared towards players' wives/families.

EXHIBIT "B"

- 1 of which would be an "owner's suite", located directly behind home plate.

Each suite should have about 325 square feet of interior space. Optimally, all should have outdoor seats and washrooms (although if space was too limited to permit independent washrooms, the 3 combinable suites could possibly have shared washroom accessible from the suite hallway). Each of the five (5) suites should have outdoor seating for 12 and total capacity of 20.

- **Box Office.** Florida Auto Exchange Stadium currently has 4 windows for selling and 2 for will-call. It does not contain any offices.
 - *We require ten (10) exterior-facing box office windows (2 will call, 1 VIP pick-up, 7 selling) and a further two (2) box office windows that face the inside of the building.*
 - *We require two (2) permanent office spaces inside the box office (to house box office manager and supervisor).*
 - *Optimally, box office would be located near primary stadium entrance.*
 - *Box office will need speakers and microphones to speak with customers and monitors above the windows (for messaging).*
- **Entrances.** Greater number of game day stadium entrances than the two (2) that currently exist (Florida Auto Exchange Stadium really only has 1 main entrance and 1 gate that is used for season ticket holders). *Would like to have two (2) "main" entrances, one (1) smaller entrance for season ticket holders, and one (1) separate Staff-only entrance (which would have the office access control system).*
 - *Need to add a covered area at all entrance locations - the covered area will be used for our metal detectors and any design should account for the space needed for same.*
- **Public Concourses.** Two concourse levels (likely one at grade and one above grade, connected to the boardwalk).
- **Elevators.** Addition of at least 2 elevators (currently have 1), *for a total of three (3) elevators to bring people and food to 2nd level.* Possible locations would be 1 behind home plate, and one each down each first and third base lines. Optimally, each elevator location should have adjacent stairs (currently no such stairs exist).
- **Public Restrooms.** Appropriate number and distribution of public restrooms for the number of fixed seats and total building capacity. *Expectation is that this will be developed based on current laws and stadium standards.* Note that Florida Auto Exchange Stadium currently has only 2 locations (women have total of 8 sinks, 16 toilets and men have a total of 7 sinks, 9 toilets and 9 urinals).
 - *As noted elsewhere, we will need public restrooms located on the boardwalk, and also within the main Jays Shop merchandise store (for use during non-game days).*
- **Bullpens / Gang Mounds.**
 - *At the present time, the stadium has six (6) "private" Blue Jays gang mounds in close proximity to the office / clubhouse building. The mounds are covered by netting to ensure that any home run balls do not strike persons using the mounds. To the extent possible within the ultimate renovation design, we would like to retain as many of the existing gang mounds as possible, but in any event not less than 3. There is no need or desire to upgrade or improve these mounds.*

EXHIBIT "B"

- Adjacent to the mounds is currently a tower where Blue Jays bullpen pitchers sit during games. The current towers are not shaded and are spread too far apart. In all likelihood, the new boardwalk will be passing through this area, and the design needs to include a space for bullpen pitchers to sit in this area, with shade and view of the field.
- Visiting team needs 2 bullpen mounds. These can be very basic and placed anywhere that makes sense in the renovated stadium. Will also need appropriate tower.
- **Dugouts.** Dugouts size needs to increase (both length and width) as compared to what presently exists at Florida Auto Exchange Stadium in order to properly accommodate players and uniformed coaches. Plan needs to include enough space for photo bay / photo dugout at end of each dugout (not covered). Bullpens are accessed from the field only and that can remain the case (no tunnel needed). Club will want to see specifics of proposed dugout dimensions on any proposed plans.
- **Wiring/cabling.** Supply and install integrated cabling for state-of-the-art internet and television and radio broadcast. Broadcast Truck Cabling to include current industry-standard broadcast copper and fiber-optic trunks, including DT-12 audio, coaxial video, Triax camera, SMPTE311 Hybrid camera fiber and single-mode ST fiber optic trunks. All broadcast cabling bulkheads in areas subject to the elements should be mounted in weatherproof NEMA-rated enclosures. At minimum, television bulkhead locations should include, Low 1st Base, Low 3rd Base, High 1st Base, High 3rd Base, High Home, Center Field, Outside Home and Visiting Locker Rooms, and all TV and Radio booths. All broadcast trunk lines should terminate at an interconnect rack room near broadcast truck parking location (see below, seeking space for two (2) broadcast trucks). Eventually, Toronto IT and stadium engineering can assist in setting out the final specs.
- **TV and Radio.** Five (5) booths in total: two (2) TV booths, two (2) radio booths and one (1) booth that is capable of being used for TV or radio.
- **Public Address/Video board Control Room Booth.** Need one (1) large PA booth/control room of approximately 500 square feet, and associated equipment. Room would need to house approximately 12 people and equipment (current booth only has room for 3 chairs and is about 5' x 10'). Equipment would depend in part on the specific video boards and other electronics that get installed. Assume that final specs would be developed in conjunction with whatever consultant helps design the video board and stadium PA systems, however, we anticipate that:
 - Video board Control Room facility would be designed to incorporate four (4) live cameras (including one wireless camera), video replay and playback capabilities, as well as graphics display capabilities. Video display software should be integrated into baseball scoring system
 - Room will also house main PA mixing console and PA Announcer
- **Scoreboard and Other Boards.** Although the final specs should be established in conjunction with a consultant who has expertise in these things, we generally require the following scoreboards/signage spaces and costs should be included in any cost estimates:
 - New 16x9 true HD main LED display. Needs to be large enough for replays and to be able to split the screen when needed (e.g. to show lineup or other items). Anticipate needing at least 40 feet wide. May want additional videoboard element running along the bottom, to show innings and scoring info, but final layout would have to be determined at later date.
 - Radar speed display capability integrated into video display software.

EXHIBIT "B"

- Would probably want a space above the main videoboard to display signage with the stadium name and some team creative (e.g. our stylized "Toronto Blue Jays").
- Would probably want a space below the main videoboard for sponsor information or signage.
- Additional smaller scoreboard (probably to be placed above stands on 1st base side) to display score, count, inning. This is needed for people watching from the boardwalk and berm areas. May not need to be a true "videoboard".
- LED signage above box office windows, to announce upcoming games, etc.
- Free-standing signage structure incorporating LED screens (minimum of two) for video messaging, for installation at corner of Douglas Avenue and Beltrees Avenue. Structure and screens need to be large enough to be seen from a distance (estimate that screens would need to be 8 feet by 6 feet or thereabouts)

We understand that new videoboard was recently installed in Clearwater (Phillies) and that plans are currently being developed in Lakeland (Tigers). In Toronto, we have worked with Daktronics and could ultimately assist in making contact with them.

- **Audio.** New distributed sound audio system up to current stadium standards (with separate audio zoning capabilities in the concourse area and outside the main gates). Audio software provisions for live music playback, recorded gate announcements, and routing of radio or television audio to concourse areas. Currently, Florida Auto Exchange Stadium speakers are located only on outfield scoreboard. New system would have to be able to be heard at all stadium locations.
 - Baseball press area to include two desktop-style push-to-talk microphones for the official scorer and media relations rep with the ability to page into the press area. This feed should also be available on the sound system network, and at the interconnect patch room for distribution to television and radio broadcasters.
- **Media Areas:**
 - **Press Box** - Larger press box than currently exists - require room for 50 to 60 persons and all having a view of the field. Assume this will require at least 1,600 square feet (65 x 25). *Should not be in the prime locations, as we wish to save those for fans and executives.* Could be off to one side if necessary having regard to the placement for other items. Require power, wi-fi, Ethernet and other standard hookups. Also need phone between press box and dugout.
 - Washrooms - Addition of media-only washrooms in vicinity of press box (there are none at current Florida Auto Exchange Stadium)
 - Drinks - Replace press box refrigerator/bottled beverages with soda dispenser (and associated lines),
 - **Press Toilet Rooms.** Two (1) single person washrooms (one male and one female) within the Press Box area. Total space needed is 160 square feet.
 - **Stadium and Press Box Entrances** - Dedicated media entrance/exit for media and staff at stadium and stair access to press box/press areas (currently the press has to access by walking through the public seating areas). Need to ensure ability for press to leave the facility after hours. Right now, at a certain point after the game, stadium gates are locked and for any press that stay behind in the press box, there is no flexibility to allow those persons to exit the building and have a door lock behind them automatically. Providing a subway-style, exit only gate may serve the need here.
 - **Access to photo/camera dugouts** – would like there to be a way for press to access photo/camera dugouts without needing to enter the field of play,
 - **Parking** - Additional parking for media is needed (see parking heading)

EXHIBIT "B"

- *Media Dining and Related* - Current media dining room at Florida Auto Exchange Stadium is at grade and under the stadium structure near shallow right field. *If that portion of the stadium will remain intact then we are prepared to continue to use that same space for media dining, with only very minor upgrades (e.g. paint and some new furniture, counter workstations around exterior walls and possibly some electrical and Ethernet outlets and wiring).*
 - Food could be prepared and delivered from the main concessionaire prep kitchen / commissary. Alternatively, the current media dining room does have an adjacent kitchen but it would need upgrades to make it usable.
- *Media Work Facilities* – right now there is small media work room located on the ground floor of the offices/clubhouses building, located near Blue Jays reception. It is a little bit tight, however, we are fine with retaining that and potentially adding some work spaces to the media dining area (see prior bullet point). Should probably review the existing work room to see whether it requires some minor improvements (e.g. electrical upgrades or Ethernet).
- *Center field camera well.* Currently the main center field camera well is off center (towards LF) and too low. Would like to relocate CF cameras to a slightly higher, more centered location, similar to CF camera angles in Major League stadiums.
- *Merchandising:*
 - Large fixed merchandise store (*Jays Shop*) – probably at minimum 3,000 square feet in a high traffic area with good visibility,
 - Storage space of at least 1,000 square feet,
 - Secondary merchandise shop on the boardwalk (800 square feet) or some reasonable substitute (e.g. substantial merch kiosk or kiosks)
 - Need a 150 square foot room for counting money and reviewing all receipts, which room needs to be equipped with a safe
- *Paramedics.* Require a paramedics' office and appropriate space to help guests. Need about 250 square feet and needs to include 3 beds, 3 sinks and hot and cold water and 1 toilet.
- *Customer Service.* Need a Customer Service office, with a small space for guests, located in an easily accessible area and with a view of the main concourse near the main stadium entrance. Need about 125 square feet.
- *Food and Beverage Concessions and Related.* Increased food and beverage concessions capabilities (including upgraded commissary with easy access to elevator to second floor, upgraded preparation areas, refrigeration, etc.). Final specifics (including number and location of fixed concessions and number and location of mobile units) will depend on the ultimate stadium design and layout but core needs would be:¹
 - New properly ventilated and lit office space (700 to 1,000 square feet) for concession company management staff. Should be located in proximity to primary concession stands,
 - Dedicated, well-ventilated preparation, cooking and storage area of at least 2,000 square feet which should include, at a minimum,

¹ As designs are created we want to ensure that the concessions are being designed appropriately and in accordance with industry standards for similarly sized buildings and the specific seating and other unique elements of this facility. Listed items are minimum requirements only and should not limit what is necessary and to be included.

EXHIBIT "B"

- 225 square foot walk-in freezer (including appropriate storage racks)
 - 225 square foot walk-in refrigerator (including appropriate storage racks)
 - Large Ansel Exhaust Unit
 - Double sized ice machine
 - Eight (8) large prep tables
 - Commercial griddles, grills, fryers, warmers and impingers
 - Appropriate shelving for dry good storage
- At least two (2) large concessions stands (one on first base side and the other on 3rd base side) in the main (ground level) concourse area, with each stand having space for eight (8) points of sale and four (4) beer or fountain service spots. Both stands require food preparation area and should also include:
- Large Ansel exhaust unit
 - Ice machine and all necessary water hook-ups
 - Sinks and associated plumbing
 - At least one 100 square foot walk-in refrigerator in each fixed concession location (including appropriate storage racks),
 - Enough space for 3 prep tables
 - Commercial griddles, grills, fryers, warmers and impingers
 - Beer and fountain drink taps, lines and equipment
- At least one (1) smaller concession stand located in the outfield (possibly behind batters eye) with space for six (6) points of sale and three (3) beer or fountain service spots. Stand requires food preparation area and should also include:
- Large Ansel exhaust unit
 - Ice machine and all necessary water hook-ups
 - Sinks and associated plumbing
 - At least one 100 square foot walk-in refrigerator (including appropriate storage racks),
 - Enough space for 3 prep tables
 - Commercial griddles, grills, fryers, warmers and impingers
 - Beer and fountain drink taps, lines and equipment
- Large Tiki Hut (i.e. liquor, beer and non-alcoholic drink service location) located in the outfield area should be approximately 30 feet long by 10 feet wide. Should include televisions, bars and stools, refrigeration, taps, etc. Should be covered to protect staff and patrons from the elements.
- Optional smaller Tiki hut located along the 3rd base left field (would need to be approximately 10 feet wide by 12.5 feet)
- Awnings for all concession stand that are exposed to the elements,
- Rubberized flooring in all concession stands,
- All necessary electrical capacity and hook-ups for fixed and mobile concessions.
- We currently have fifteen (15) temporary / mobile food and drink points of sale at Florida Auto Exchange Stadium. Will require more than that at renovated location and project plan needs to include the space for same and the units themselves.

EXHIBIT "B"

Anticipate that stadium concepts and cost estimates will include above, along with any other elements and equipment that are in line with current-day standards.

- *Enclosed Bar / Restaurant Area with Field View ("Craft and Draft Area")*. Would like to have an air conditioned, indoor bar/ restaurant location (like in Sarasota) with a view of the field (through windows) and monitors to show the game as well. This space would provide fans with an opportunity to get out of the sun and be able to eat and drink. Would probably need about 2,400 square feet and it would contain a bar, high top tables and high chairs. Would not have kitchen facilities attached. Instead simple food items would be prepared in main floor concessions / commissary spaces. Small pantry with refrigeration would be attached to the area (approximately 120 square feet). Goal is to be able to hold about 80 people. On non-game days the area could be used for group events or meetings. *Would like to see if it could be located near the upper part of the building on the 1st or 3rd base side (past any suites)*.
 - If being built behind a seating section and additional deck needed in order to finish off the area then the additional deck area need not be enclosed or air conditioned (i.e. there could be an adjacent outdoor area of approximately 1,700 square feet that is accessible from the Craft & Draft area and/or seating bowl). Will allow for future expansion and/or modification.
- *Visitor's Clubhouse and Related*. New visitor's clubhouse of approximately 3,600 square feet total. Should be a very basic clubhouse, including:
 - Better lighting, appropriate flooring, water fountains,
 - Manager's office / locker room of approximately 200 square feet with room for a desk, locker, and a few chairs
 - Coaches locker room with space for 8 lockers (approx. 350 square feet for the locker room and approx. 200 sf for the washroom (hope to accommodate 5 showers, 3 sinks, 2 toilets and urinal)
 - Players Locker Room (all new basic lockers with chairs) with 30-35 lockers, and counter space for food and baseball equipment (approx. 1,600 sq. ft.)
 - Players washroom/showers with 5 sinks, 3 urinals, 4 toilets and 10 shower heads (approx. 550 square feet)
 - 200 square foot laundry room including 2 commercial washing machines, 2 commercial dryers and storage area (along with associated power, plumbing and drainage),
 - Small kitchen (100 square feet) with fridges, oven and counter space for Clubhouse attendant to prepare food,
 - Adequate power outlets for players and staff to plug in phones and tablets, and
 - Training area with 3 training tables, a wet area with above-ground stand-alone hot and cold tubs, counter space for use of trainers' equipment and supplies (approx. 400 square feet).
- *Umpire's room*. Upgraded umpire's room, with locker area approximately 15 feet x 20 feet in size (total of about 300 square feet), optimally located next to visitor's clubhouse (could be in same building if visitor's clubhouse requires a new building). Some of the specifics include:
 - 4 lockers, 4 locker chairs, and a table with 4 chairs for umpires to use for meals
 - Bathroom with 2 shower heads, 2 sinks, 1 toilet and 1 urinal (need about 180 square feet for that)
 - AC, Cable TV, and Phone
- *Staff locker room and Lunch Room*. Game day staff locker room, washrooms and lunchroom needed. Anticipate that the locker room portion would require about 400 square feet and the eating area would need about 500 square feet. Another 300 square feet needed for washroom area.

EXHIBIT "B"

- Would like to find a way to allow the space to be unisex (for example, there would be a single small "locker" room, perhaps with just open storage, along with 3 or 4 adjacent small private areas of 10 feet x 5 feet, each with a toilet, sink, bench and mirror for people to change in). Does not matter where exactly within the stadium this space is located, except that it should not be within the office / clubhouse area.

If space permits, could be placed within same building that incorporates visitor clubhouse.

- *Green Room / Female Locker Room.* Would like a small additional space, with associated washroom/shower, capable of housing 5 people. Could be used for women attending fantasy camp and other similar uses. Would need about 500 square feet (180 SF for toilet/shower and 320 SF for the locker room). If new building needed for visitor clubhouse (above), this space could be in the same building, space permitting.
- *Grounds crew / Maintenance areas.*
 - Need approximately 2,000 square feet of indoor space for shed storage, maintenance equipment, repair and maintenance of equipment, and commercial washer and dryer. Requires at least 1 large garage door, so that golf carts, lawnmowers, etc and get in and out. Needs to be heated/air conditioned and have hot and cold water service, sinks, etc.
 - Need an additional 800 square feet of work space, to include 1 work office (100 square feet), a locker and lounge area (400 square feet, including 8 lockers), a washroom area with 2 showers, 1 toilet, 1 urinal and 2 sinks (200 square feet). Heated and air conditioned.
 - Need 1,000 square feet of exterior storage space for dirt, fertilizer etc. Will need to include 4 concrete openings (open at top and front) of about 10 x 10 each to hold supplies.
- *Public Parking.* Significantly increased public parking capacity (controlled by Club). Currently have only 210 guest parking spots for sale and would want as much as possible (whether at ground level or in some kind of parking structure)
- *Security Access.*
 - Automated security access controls (not only for offices, but also for the parking gate). *One possibility is to have the same system in place at the main stadium offices and clubhouse and the Solon Avenue training facility. Further, the Florida systems should probably be the same as those used in Toronto, so that Toronto staff can utilize a single pass set up for both locations. If necessary, we can assist with the specs, but the costs needed to be included in the cost estimates for this project.*
 - Many doors at the stadium and office building use key locks (e.g. concession stand doors, individual offices, and individual suites). We assume that this will remain so, however, upgraded lock and key system would need to be installed.

EXHIBIT "B"

Douglas Avenue Clubhouse and Office Space Review and Upgrades

N.B. Under this current plan, the intention is that the stadium and related offices/clubhouse spaces would be used only for Spring Training game days (and Florida State League games). Therefore, **we are recommending that the existing office / clubhouse building not be materially renovated in any way.** That said, we do think that there will need to be some review of the building and its roof, structure, walls, electrical, HVAC, and plumbing and other similar systems and components and those upgrades as are necessary to that the building is both safe and serviceable over the long term. We would ask that the review and upgrades be recognized in the project scope and cost.

Other/Exterior

- **Main Stadium Playing Field.** If retaining existing field / footprint, redo the grading of the field and playing surface to allow for proper drainage (currently our stadium slopes approx. 3 feet from the outfield to home plate).
 - Stadium dimensions should be the same as *Rogers Centre* in Toronto.
 - Outfield wall pads need to set at same height at *Rogers Centre*
 - Distance measurements should be marked in same place/manner as *Rogers Centre* outfield.
- **Half Field.** There are currently two (2) half fields (one to the North of the stadium and one to the South). *Only need one (1) half field ultimately and would suggest that we retain the one to the south (closest to clubhouse building).* The retained half field does not need to be upgraded.
- **Visiting Batting Tunnels.** There are currently 2 batting tunnels for visiting team use. *If space allows, we will still need 2 basic covered batting tunnels for visiting team use. New or upgraded lighting necessary.* Could just be placed under the boardwalk or next to the grounds crew area.
- **Blue Jays Batting Tunnels.** Right now Florida Auto Exchange Stadium has 3 covered batting tunnels for Blue Jays use. Desire is just to retain those batting tunnels. *No additions or renovations necessary.*
- **Baseball Operations' Robotic Cameras and Wiring.** In other portions of this document we have indicated that there will be a need to wire the stadium for TV, radio, feeds, and, of course, all ordinary clubhouse/office needs (phone, internet, cable, etc.). The larger plan needs to ensure that all appropriate areas are interconnected and all designs and costings should take that into account. In addition, to the aforementioned needs we would require the following for Baseball Operations purposes.
 - Install High Definition, robotic, remotely operated Pan-Tilt-Zoom (PTZ) cameras (and associated conduit and wiring) to permit recording and remote viewing of activities at the Major League stadium. Would include:
 - One (1) permanent camera installation in centerfield
 - Ability to set up three (3) temporary "clamped" locations (along home plate, along 1B line, and along 3B line).
 - Minimum of six (6) additional cameras (not permanently affixed) in order to be able to install at any and all of the following six (6) locations: high home plate, low home, center field, 2 at 1B side (open side hitter and catcher), 2 at 3B side (open side hitter and catcher).

EXHIBIT "B"

- All cameras and feeds should be able to be remotely controlled from a central locations (both stadium and complex video rooms), and available for viewing on web-based viewing software, as well as main video room servers.
- All robotic cameras should be 1080i High Definition as mentioned above, with full HD frame rate recording. (29.97fps), along with iris, black level, ND filter and paint controls. These cameras will shoot in a number of conditions from full daylight, to overcast, to night under sports lighting. "Security grade" cameras are not sufficient.

Assuming this would involve installing conduit and cabling to permit feeds to terminate at some central server or other room at the building. As with the stadium, any and all wiring, conduit, etc. needs to be to high standards and below ground to ensure not affected by weather. It needs to be run to appropriate server rooms, etc. Costs and room sizes for server rooms should reflect that.

- **Security Cameras.** Install security cameras around exterior and interior of the stadium (Blue Jays can assist with more specifics when appropriate, as there is some experience with these in Toronto)
- **Team parking.** Currently, the secured lot has 101 spots. *There is no need to add parking to this lot, since the stadium will be for game-day use only.*
- **Grounds Crew and Media Parking.** Add 10 or more parking spots to the grounds crew/ media / visiting team parking on the North side of the stadium
 - There are 36 spots on the north side of the building for grounds crew/media/visiting team parking, so new total would be 46 or more.
- **Broadcast Truck Parking and Power.** Ensure ample space to park and hook up broadcast trucks (at least 2 per game) (approx. 64'x24' footprint each). As noted above, would want to be located close to built-in pre-wired television cabling interconnections. Ensure a minimum of two (2) 400-amp, 208V, 3ph or four (4) 200-amp, 208V, 3ph electrical services for Broadcast Trucks. These services should be cam-lok series J compatible connections, with local disconnects.
- **Backup Power.** Require backup power generator and associated infrastructure for data and emergency power systems. Assume at least 100 KV required.

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EXHIBIT "B"

SOLON AVENUE SITE (COMPLEX SITE)

Current plan seeks to create a state-of-the-art Major and Minor League training complex at the Solon Avenue site, by using all of the property that is currently in use for the team's minor league complex and fields PLUS certain property to the North (which is presently occupied primarily by a City-owned park, softball fields and associated parking).

While existing field layouts and orientations should be preserved to the extent possible (in order to avoid unnecessary costs), consideration should be given to constructing the new training complex building (and related field house / batting tunnel building) on land that is currently occupied by a field, if doing so would result in the best and most functional use of the property.

At a very high level (i.e. site plan level), the current plan would result in a clubhouse building (i.e. not including batting tunnels / field house) with training facilities on the main floor and offices on the second floor, 4 and ½ fields for Minor League use, 2 ½ fields for Major League use, 1 open air agility field for Minor League use, 1 covered agility field (turfed) for Major League use, 1 inclined agility field for shared Major / Minor League use, 13 batting tunnels (either combined in a single large structure, or split with 8 Minor League and 5 Major League), 10 ¼ Minor League gang mounds and 8 ½ Major League gang mounds.

Fields and Exterior Areas

- *Four (4) Full Fields Minor League use.* Require four (4) full fields for Minor League use. Although the site already has fields, due to subsoil and other issues, at least two (2) would likely have to be moved and would have to be dug down to a significant depth and basically redone from scratch (because the move and/or subsoil issues may require the installation of a geogrid, compaction or other forms of remediation). The other two (2) are anticipated to require substantial work, even if slightly less than the first two (2).
 - Each field should have four (4) bullpen mounds (2 home, 2 visitor) associated with it
 - Each field should have two (2) dugouts
 - Each field should have a "batters eye"
 - Each field should have a scoreboard
 - Each field requires outfield wall fence (as opposed to padding)
 - *Security and Special Fencing.* It is possible that we would consider turning 2 or 3 of these Minor League fields over to the City between April and November each year. For that reason, site should be designed so that there is some parking and access to these fields from a spot that is separate from the clubhouse and team parking area. Also, would need to design site in such a way that there is a flexible fencing system allowing the clubhouse, batting tunnels, gang mounds, agility fields, team parking and all "team only" fields to be fenced off from the areas turned over to the City.
 - *Lighting.* The City has indicated that it would like to have lighting on the fields it will use (likely 2 fields). Although such lighting is not required for Blue Jays uses, at this time design and cost estimates should assume that two (2) of the Minor League fields will be lit. Lighting does not need to be to Major League Baseball broadcast standards and existing lighting infrastructure should be used as much as possible.
- *Viewing Tower.* New viewing tower with shading and views of as many Minor League fields as possible (will depend on site design).

EXHIBIT "B"

- *Observation Area* - Would like tower to be shorter than the standard minor league viewing tower (about 12 feet from ground to floor of observation area). Need power outlets and wi-fi access from observation area. Counter / ledge surrounding observation area should be wide enough to use as work space. If possible, optional enclosure (not permanent) through sliding glass windows or screens to shield wind for phone calls would be nice to have.
- *Storage and Training Area* - Desire for there to be an *air conditioned storage and training area incorporated into the base of the viewing tower*, which would include:
 - 150 square foot storage space
 - Electricity
 - Filtered water spigot (and space to fill coolers and bottles)
 - Racks for coolers
 - Refrigerator
 - Ice Machine
 - Small private (i.e. walls and door, but very small) "Satellite Training Area" with space for at least 1 trainers table
- *Public Washrooms*. Require public washrooms in base of tower. Men's would include at least 2 toilets, 2 urinals and 2 sinks. Women's would include at least 2 toilets and 2 sinks. As with all washrooms, would need to meet applicable codes and other regulations.
- *Concessions*. Also require small concessions stand to be located within the base of the viewing tower, including:
 - Refrigerator, impinger, grill, water and fountain soda unit and lines, and 2 points of sale
 - All necessary wiring, plumbing, drainage, venting, etc
- *Charting Tables behind home plate of each field*. Seating and small charting tables behind home plate of each field. Want to be able to ensure that those are shaded in some way (but without restricting ability of people to view from the tower, etc.).
- *One (1) "Half Field" for Minor League Use*. Require a "half field" for Minor League use. As with the full Minor League fields, might be turned over to the City for portion of the year so that should be taken into account in site design. Would like this half field to be artificial turf so that it dries quickly after rain. The site design may allow the current half field (which is artificial turf) to remain intact.
- *Covered Indoor Batting Tunnel Structure with eight (8) tunnels for Minor League Use*. Structure should be well lit with high ceilings. Full mounds should be installed in each of the 8 tunnels to allow for indoor bullpen sessions in rain. Should have extra room around perimeter in order to accommodate benches, side work areas, and storage within caged space. Would like netting to be on pulleys to pull back manually as desired (believe the Tigers have implemented such a system in Lakeland). Require small video area integrated into batting tunnel structure.
 - Does not have to be air conditioned, but would like to ensure that there is adequate ventilation and fan system to ensure comfortable environment
 - N.B. - The Major (5) and Minor League (8) batting tunnels can be combined in one larger structure, depending on available site space. If the batting tunnels are combined into one larger structure, then only one video area is needed.
- *Four (4) Outdoor Batting Tunnels for Minor League Use*. These outdoor tunnels should be placed near the Minor League fields with easy access from the fields. Would like these to be split into two (2) sets of 2 tunnels.

EXHIBIT "B"

- *Ten (10) gang mounds plus one (1) "half mound" for Minor League Use.*
 - 10 full mounds could be placed together or split 5 and 5.
 - The half mound (i.e. shorter mound with more gradual incline, used for rehab work) should be built in line with the full mounds.
 - Area between mounds and plates should be artificial turf to ease upkeep.

- *One (1) Open Air Agility Field for Minor League Use.*
 - Must be approximately 50 yards long x 26 yards wide and would like artificial turf for this field so that dries quickly after rain and to hold up better to heavy use.
 - *Tartan Track and Sand Pit.* Would like track-and-field style "Tartan Track" rubberized running lane (approx. 40 yards long and 3 yards wide) for sprints with a standard-sized sand pit (roughly 10 yards x 3 yards) at the end of the lane. These can be placed along one side of the open air agility field.

- *Two (2) Full Fields Major League Use.* Require two (2) full fields for Major League use. Anticipate that any fields would have to be dug down to a significant depth and basically done from scratch (as there are subsoil issues that may require compaction or other forms of remediation). *These two fields will always be exclusively under team control and should be located close to clubhouse.*
 - Each field should have four (4) bullpen mounds associated with it
 - Each field should have two (2) dugouts
 - Each field should have a scoreboard
 - Each field should have a "batters eye"
 - Each field requires outfield wall padding (as opposed to basic standard fencing)
 - *Replica of Rogers Centre.* One (1) of the Major League fields should replicate the dimensions of *Rogers Centre*, including identical field dimensions, wall heights and outfield measurements marked in the same locations and fashion as they are at *Rogers Centre*. This field should also be artificial turf, with dirt infield, to dry quickly after the rain and better replicate *Rogers Centre*.
 - *Lighting.* Only 1 of the 2 Major League fields (the field with *Rogers Centre* dimensions) requires lighting.

- *One (1) "Half Field" for Major League Use.* Require a "half field" for Major League use. Will always be exclusively under team control and should be located close to clubhouse. Would like this half field to have artificial turf center with dirt infield to replicate *Rogers Centre* conditions.

- *Covered Indoor Batting Tunnel structure with Five (5) tunnels for Major League Use.* Structure should be well lit with high ceilings. Full mounds should be installed in each of the 8 tunnels to allow for indoor bullpen sessions in rain. Should have extra room around perimeter in order to accommodate benches, side work areas, and storage within caged space. Would like netting to be on pulleys to pull back manually as desired (believe the Tigers have implemented such a system in Lakeland). Require small video area integrated into batting tunnel structure.
 - Does not have to be air conditioned, but would like to ensure that there is adequate ventilation and fan system to ensure comfortable environment
 - N.B. - The Major (5) and Minor League (8) batting tunnels can be combined in one larger structure, depending on available site space. If the batting tunnels are combined into one larger structure, then only one video area is needed.

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- *Eight (8) gang mounds plus one (1) "half mound" for Major League Use.*
 - The half mound (i.e. shorter mound with more gradual incline) should be built in line with the full mounds.
 - Area between mounds and plates should be artificial turf to ease upkeep.
- *One (1) Covered Agility Field for Major League Use.*
 - This agility field should be roughly 50 yards long x 26 yards wide
 - Field needs to be covered with artificial turf
 - *It should be enclosed on two (2) of the four (4) sides, and have a very high roof / ceiling* – in order to permit long toss and other drills during rain
 - While the two (2) open sides will allow some natural light, additional lighting will be required
 - Would like there to be water fountain / bottle filling station in this structure
- *One (1) Inclined Agility Field for Shared Major League and Minor League Use.* Require grass hill with incline of 6 to 8 degrees. Running area should be about 55 yards long by about 5.5 yards wide (however, if there is space to accommodate, we would like it to be even longer – up to 100 yards). Can be located near Major League fields but would be used by both Major and Minor League teams.
- *Protective Netting.* Depending on site layout, anticipate that there will be protective netting needs in many areas (particularly to shield homes, roads and other adjacent properties in the neighborhood from batted balls, particularly as on north side of the property). Protective netting should also shield any publicly accessible fan areas, as well as parking areas. If possible, netting should be designed to as to collect baseballs for later retrieval and reuse.
- *Grounds Crew.* Would prefer to have one (1) large building that incorporates all of the necessary spaces and amenities for grounds crew / maintenance purposes. Would need to include, at a minimum, the following:
 - *Main Maintenance and Repair Space.* Need an indoor space around 3,500 square feet to house:
 - Should include three (3) small (100 square foot) offices for repair and maintenance staff
 - Should include a locker room, lounge and washroom space for 15 people (estimating total of 500 square feet for both). Should have 3 showers, 2 toilets, 2 urinals and 3 sinks.
 - Large open space (2,700 square feet) with concrete floor, suitable for repair and maintenance of golf carts, mowers, and other equipment and storage of same
 - Requires minimum of 9,000 pound equipment lift
 - One or two large garage doors for access, along with regular door
 - Minimum of four (4) work benches and shelving along exterior walls
 - Require 1 industrial washer and 1 industrial dryer in this space (and associated power, plumbing and drainage)
 - Needs to be able to be used to store power equipment (mowers, lifts, packers, golf carts etc.).
 - Requires both standard and 220 volt power receptacles
 - Needs to have heat and A/C, as well as hot and cold running water and sinks
 - *Secondary Storage Shed.* Require one (1) separate secondary shed of 500 square feet to store supplies and small equipment.
 - Concrete floor
 - Requires minimum of 9,000 pound equipment lift
 - One garage door and one regular door

EXHIBIT "B"

- Shelving along exterior walls
- Requires both standard and 220 volt power receptacles
- Needs to have heat and A/C, as well as hot and cold running water and sinks
- *Exterior storage space.* 1,200 square feet with concrete dividers (to create at least 4 discrete spaces for dirt, fertilizer, propane etc.
- *Baseball Operations' Robotic Cameras and Wiring.*
 - Install High Definition, robotic, remotely operated Pan-Tilt-Zoom (PTZ) cameras (and associated conduit and wiring) to permit recording and remote viewing of activities on all full Major League and Minor League fields. Would want the following at all of the full fields:
 - One (1) permanent camera installation in centerfield
 - Ability to set up three (3) temporary "clamped" locations (along home plate, along 1B line, and along 3B line). Each "clamped" location should be able to accommodate more than one camera.
 - Conduits and cabling for temporary "clamped" installation of high definition, portable, robotic, remotely operated PTZ cameras in all indoor batting cages and at all gang mounds.
 - All cameras and feeds should be able to be remotely controlled from a central locations (both stadium and complex video rooms), and available for viewing on web-based viewing software, as well as main video room servers.
 - All robotic cameras should be 1080i High Definition as mentioned above, with full HD frame rate recording. (29.97fps), along with iris, black level, ND filter and paint controls. These cameras will shoot in a number of conditions from full daylight, to overcast, to night under sports lighting. "Security grade" cameras are not sufficient. Require minimum of twenty (20) cameras.

Assuming this would involve installing conduit and cabling to permit feeds to terminate at some central server or other room at the building. As with the stadium, any and all wiring, conduit, etc. needs to be to high standards and below ground to ensure not affected by weather. It needs to be run to appropriate server rooms, etc. Costs should reflect that.

- *Staff/Player Parking (350 spots).* Require secured, paved parking for approximately three hundred and fifty (350) vehicles (for team staff and players). Needs to be located close to clubhouse building.
 - Possible that it could be divided into a lot for 150 (for Major League players, staff and executives, located closest to clubhouse) and a further lot for 200 (for Minor League players and staff). Want to ensure Major League team always has parking.
 - Would need small security hut for guard to sit indoor with electrical power.
- *Public / Overflow Parking (150 spots).* Parking for 150 located elsewhere on the property (possibly on exterior edge of property close to those of the Minor League fields which the City and/or community may have use of). This parking can just be basic grass parking.
- *Security and Access Control.*
 - Require appropriate security fencing for the site (some existing may be re-usable and other areas will require new, for example, where new fields are installed), along with a parking gate at the entrance to staff parking and a shed for security to sit in at the staff parking entrance.
 - Will require automated security access controls (not only for offices, but also for the parking gate). *One possibility is to have the same system in place at the main stadium offices and clubhouse and the Solon Avenue training facility. Further, the Florida systems should probably be the same as those used in Toronto, so that Toronto staff can utilize a single pass set up for*

EXHIBIT "B"

both locations. If necessary, we can assist with the specs, but the costs needed to be included in the cost estimates for this project.

- Assume that a number of doors and spaces at the complex will use key locks (e.g. concession stand door, individual offices, etc). Require modern, secure lock and key system.
 - *Security cameras.* Would want new surveillance cameras to be able to view the parking areas, main fields, as well as the interior and exterior of the clubhouse building.
- *Backup Power.* Require backup power generator and associated infrastructure for data and emergency power systems. Assume at least 250 KV required.

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EXHIBIT "B"

Joint Major / Minor League Offices and Reception

We anticipate that all offices will be located on the second floor of the clubhouse building and that the offices will open onto a covered balcony with a view of at least one of the Major League fields. Would be useful for balcony to view one Major and one Minor League field.

Will need some kind of joint ground floor reception area for the clubhouses and offices. Would want it to contain some built-in display cases.

Shared Spaces

- *Reception area.* Approximately 200 square foot reception area on second floor to serve offices.
- *Boardroom.* Require one large boardroom of approximately 615 square feet (38.8 feet long x 15.8 feet wide) that can accommodate a table with seating for twenty two (22) persons. Should include a small kitchenette area (sink, water, bar fridge, counter, cupboards).
- *Flexible Multi-Purpose Room.* Room would be approximately 800 square feet and would constitute "flex" space for various meeting, training, treatment and other needs. Room should be equipped with small, wheeled tables (approx. 2 feet x 3 feet) that can be aligned to create larger tables for meetings, configured in a variety of ways or moved/removed as necessary. Would prefer that this room be located in a spot that has relatively easy access to the clubhouse (even though this room will be on the second floor).
- *Open Office Space.* Require two (2) separate open office spaces (aka "bullpen" spaces) of approximately 450 square feet each (total of 900 square feet), with each space intended to accommodate multiple desks/ cubicles. This open office space will be used by various staff members from Baseball Operations, Communications, Marketing, Player Relations, IT and other departments as necessary.
- *IT Workspace.* IT must have a separate work space of approximately 300 square feet, with storage for excess equipment and room for 2-4 employees to work comfortably. Would prefer this workspace to be physically separated in some fashion from other offices.
- *Server Room.* For safety reasons (e.g. floods), would want on second floor.
- *Kitchen and Eating Area.* Require a 300 square foot kitchen/eating area serving the offices. This area should include a sink, dishwasher, refrigerator, microwave, etc.
- *Copy Room.* Require a copy/office supply room of about 150 square feet.
- *Men's and Women's Washrooms.* Require 1 large set of washrooms for each gender serving the offices. Assume we will require 150 square feet for each bathroom (or, alternatively, could do 2 smaller washrooms for each of men and women).
- *Janitor's Closet.* 1 janitor's closet of approximately 100 square feet for equipment and supply storage.

EXHIBIT "B"

- *Player Shoot Room.* For 3 to 4 weeks of Spring Training we require a room in which to be able to shoot audio / visual footage of players (e.g. throwing, jumping and batting action, interviews, and other content). Room needs to be 25 feet x 40 ft (1,000 square feet) and ceiling height of at least 13 feet. *This room can be on second floor and must be physically separate from weight room (to ensure that noise and music from weight room is not heard within this space), but also needs to be relatively easily accessible to/ from the Major League clubhouse.* Minimum lighting power service inside the shooting space should be 200A, 208V, 3ph with local disconnect and cam-lok J series connectors or equivalent. Should have acoustical tiles on the ceiling. Air conditioning for this space should have acoustical dampers, and a local thermostat control so it can be turned off during filming to ensure fan-coil cannot be heard. Outside of Spring Training, may want to repurpose the room as overflow meeting space, so it would be good to have means to divide room in two (and could include movable tables on wheels, etc.)

Major League Operations Offices

- *Covered Office Balcony with Field View.* Require an office balcony with roof and view of closest Major League field(s) and, potentially, some of the gang mounds (depends on final site layout).
- *Reception and office spaces:*
 - 2 "double" (i.e. larger than standard) private offices (each of approximately 250 square feet) with balcony access and room for desk and small table for small meetings
 - Reception area of approximately 250 square feet near at least 2 of the "double" offices
 - 7 "single" private offices with or without balcony access (150 square feet each)
 - 3 "single" private offices with or without balcony access (100 square feet each)
 - 1 large "open" (aka "bullpen") office space (approximately 450 - 550 square feet) (with wrap-around working counter and sufficient space for 4 desks).
 - 1 smaller "open" (aka "bullpen") space (approx. 275 square feet) without balcony access with room for 2-3 desks.

Minor League Operations Offices

- *Covered Office Balcony with Field View.* Require an office balcony with roof and view of closest Minor League field(s) and, potentially, some of the gang mounds (depends on final site layout). This would be the same balcony as the one serving the Major League offices, but probably just on a different side of the building.
- *Office Spaces.*
 - 1 "double" (i.e. larger than standard) private office (approximately 250 square feet) with balcony access and room for a main desk and small table for small meetings.
 - 3 "single" private offices with or without balcony access (150 square feet each).
 - 1 "single" private offices with or without balcony access (100 square feet each).
 - 1 large "open" (aka "bullpen") office (approximately 400 square feet) with room for 6 desks.
- *File storage room.* Require 150 square feet.

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Florida Operations Offices

- *Office Spaces.*
 - 1 "double" (i.e. larger than standard) private office (of approximately 250 square feet) with balcony access and room for desk and small table for small meetings.
 - 2 "single" private offices with or without balcony access (150 square feet each).
 - 1 "single" private office with or without balcony access (100 square feet)
 - 1 "bullpen" office (approximately 250 square feet) with room for 2 desks.

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EXHIBIT "B"

Joint Major / Minor League Clubhouse Spaces

Assumption is that all of the player and coaching-related spaces will be on the main floor of the Clubhouse building unless otherwise noted.

- *Reception.* Area of about 300 square feet or more at front entrance to serve as reception for entire clubhouse / office building. Would want it to contain some built-in display cases.
- *Blue Jays Communications Staff, Media Workspace and Related.* Require an area within which Blue Jays communications staff would work, adjacent to a media workspace and related spaces. Specifically:
 - 1 "single" private office (150 square feet each) for Blue Jays communications staff
 - 1 "single" private office (100 square feet each) for Blue Jays communications staff
 - 1 large private space for Blue Jays communications staff (approx. 300 square feet) with room for 3-4 desks.
 - Adjacent to the Blue Jays media relations staff offices, we require approximately 700 square feet of room for media members to work and eat. Although located within the building footprint, this room should be totally separated from clubhouses and main Blue Jays offices, with its own entrance / exit. Counters should line the outside of the room to provide work space (with appropriate electrical, internet and other connections). Media workspace should include small copy/supplies area (about 100 square feet of total area).
 - Require 2 interview rooms of approximately 100 square feet each, connected and immediately adjacent to the media workspace.
- *Shared Weight Room.* The weight room will be shared by both Major and Minor League players/staff, and need to be located in close proximity to both Major and Minor League Athletic Training/Treatment areas (probably directly in between).
 - Require 10,000 square feet of main floor interior space with rubberized flooring. Must include power and internet connections throughout weight room, camera conduits in a section, screens for programming and feedback at all workout stations (i.e. cardio), and all other necessary cabling, conduit and other infrastructure for future technological upgrades.
 - Extra high ceilings – the interior space should be at a height of at least 2 stories.
 - A 2nd floor "cardio loft" overlooking the main floor (loft should be about 700 square feet).
 - An additional dedicated rehabilitation area of approximately 1,000 square feet with training / massage tables, machines, etc. attached to the weight area
 - An additional 225 square foot (15 foot x 15 foot) secure storage room attached to the weight area (including shelving) for storage excess equipment/supplies.
 - An additional exterior space of at least 2,700 square feet (90 feet x 30 feet), separated from the main weight room by one or more a glass/clear garage doors, with field turf and an all-weather awning or roof to protect from the elements.
 - Exterior wall located within this exterior space should be steel-reinforced "medicine ball wall" (i.e. wall has to be strong enough to withstand repetitive impact from medicine balls).
 - An additional smaller outdoor storage area (adjacent to exterior workout space) of approximately 250 square feet with small lockable container for storage of exterior workout materials.
- *Shared Hydrotherapy Room.* The hydrotherapy room will be shared by both Major and Minor League players/staff, and need to be located in close proximity to both Major and Minor League Athletic

EXHIBIT "B"

Training/Treatment areas (probably directly in between). Require 1,400 square foot room with proper ventilation, plumbing, etc. Room will include at the following at minimum:

- *Hydroworx* therapy pool system, with variable depth, underwater treadmill, and built-in cameras. This pool should be in the center of the room.
 - 4 in-ground *Hydroworx* plunge pools (2 hot, 2 cold). Two (2) plunge pools (1 each hot and cold) should be placed on either side of the therapy pool, so that Major and Minor league each has access to its own pair of plunge pools.
 - 2 *CET Team Cryospa* tubs with hot and cold functionality.
 - 2 small stainless steel tubs (for extremities). Would need to be located near water source / plumbing.
 - 2 ice machines (1 cube and 1 pellet). Again, requires water source.
 - Small bathroom area with urinal, sink and shower. Could be enclosed by curtain or partial wall.
- *Yoga Studio.* One (1) room of 800 square feet, with wooden floors and mirrors on walls for possible use as yoga studio. This room must be in proximity to and easily accessed from weight room and training areas.
 - *Large, Subdivisible Multi-Purpose Room.* This room would be approximately 1,000 square feet and would have dividers to permit it to be subdivided into 2 to 4 smaller rooms (each would need its own doorway access to the hall). Intent is to have a very flexible space that can accommodate multiple needs simultaneously. On one day, there might be a large meeting. On another, one of the smaller spaces might be used for cognitive training or grappling. This large multipurpose room should also be equipped with small, wheeled tables that can be aligned to create larger tables for meetings, configured in a variety of ways or moved/removed as necessary.
 - *Second, Subdivisible Multi-Purpose Room.* "Flexible" space of 1000 square feet to be used for various training, treatment and other varying needs. Should be divisible for possible use as smaller conference rooms as and when required, and should be equipped with small, wheeled tables that can be aligned for meetings or moved/removed as necessary.
 - *Sports Science Lab.* Require dedicated space of approximately 700 square feet (approx. 26.5 feet x 26.5 feet) with power outlets, internet connections and conduits / wiring, for data, video, etc throughout (we anticipate having cameras installed in this space at some point). Desire is for the space to in a built-in force measurement platform (pad that measures downward force, such as from jumps).
 - *Main Trainers' Locker Area.* Need locker space (approximately 825 square feet) and washroom space (approximately 275 square feet) for athletic trainers, strength and conditioning coaches, and mental performance coaches. Must comfortably accommodate 40 staff total. Lockers should include integrated power outlets. Washroom should include at least 3 urinals, 3 stalls, 8 showers and 4 sinks.
 - *Female Locker Area.* Smaller locker room (approximately 200 square feet) for 5 lockers (including integrated power outlets) and accompanying shower and restroom area (approximately 100 square feet). Restroom area should have 2 sinks, 2 toilets and 2 showers.
 - *Doctor's exam room.* 2 private rooms of approximately 125 square feet each. Require each room to be accessible directly from both the Major and Minor league training areas, with each of the 2 rooms including:

EXHIBIT "B"

- Lockable door
 - Hi-Lo examination table
 - X-ray view box on wall
 - Counter-top type desk with computer workstation
 - Built-in cabinets and locks
 - Wall-mounted vitals station, and
 - Wall-mounted mirror.
- *X-ray room.* Need x-ray room with properly insulated (lead) walls and door, with a total size of about 120 square feet. Should be a dedicated room and not shared with doctor or massage therapist. Should be accessible directly from both the Major and Minor League training areas. Room needs:
 - Enough space for hi-lo examination table
 - Fluoroscanner or x-ray machine (provided by the team)
 - Lead walls and door
 - Counter top including lower storage.
 - *Shared Video Room and Office.*
 - Require single shared Major/Minor league video room of approximately 600 square feet. Should include divider in middle of room, in case separation between Major and Minor league personnel is desired. Room should include built-in counter/cabinets around exterior of room and equipment (including video and computers, as well as connectivity and cabling). Will be used for charting and watching video. Two charting stations should be capable of controlling all cameras throughout stadium and complex, including on main field, back fields, batting cages, etc.
 - Smaller, connected office (approximately 200 square feet) to be set up as work room for Advance Scouting and other video-related work.
 - *Theatre-style Classroom.* Would like to have a theatre with fixed, banked seating capable of comfortably holding 120 persons (we anticipate that would require approximately 1,600 square feet). Space would have integrated audio/visual (screen at front, speakers, etc.) and would have desks and outlets at the seats. Initial plans should show people entering at front of room and walking up to back rows which are raised above ground level.

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EXHIBIT "B"

Clubhouse and Training Spaces for Exclusive Use of Major Leaguers

- *Major League Locker Room and Washroom.* Requirements:
 - 2,800 square foot main locker room area.
 - 80 new, high quality "permanent" lockers (with proper ventilation, integrated power outlets, etc.). Lockers should be around room exterior so that center has room for comfortable movement and with some built-in counters/tables, sunscreen station, televisions and other features. Lockers can be extra tall (like in Padres locker room in Peoria) given the extra high ceilings in the space.
 - 2 lounge areas in center of clubhouse with couches, tables, etc.
 - High ceilings (about 22 feet) with windows to allow natural light above lockers (similar to Padres locker room in Peoria, except also want to be able to darken the room when needed, which isn't possible in Peoria).
 - Additional 1,200 square foot restroom/shower area with at least 6 urinals, 6 toilets, 18 showers and 8 sinks.
 - Although doesn't have to follow a football shape, that would be fine, provided that the ends of the room are not coming to a point (making those ends unusable).

- *Janitor's Closet.* 1 janitor's closet of approximately 100 square feet for equipment and supply storage.

- *Athletic Training/Therapy Areas.* Athletic training/therapy area must adjacent to the joint hydrotherapy space in the building and weight room, with ability to view into each.
 - Approximately 1,400 square feet of primary training space.
 - 8 hi low treatment tables included in the training space.
 - Would like to ensure there are high (12 foot) ceilings, making the space comfortable.
 - *Trainers' Offices.*
 - Require one (1) "single" office of about 150 square feet
 - Require larger communal office to accommodate 8-10 staff members. Likely requires a total of about 350 square feet. All Major League trainers and strength/conditioning coaches will be based in this area; as such, requires a view of the training area and easy access to the weight room. Need extensive cabinets and wraparound counter work space with ample electric outlets, internet access, etc. Would like ability to use entire walls as white board writing space.
 - *Massage therapy/chiropractic room.* Need room of approximately 150 square feet for use by team massage therapists and chiropractors.
 - Additional secure storage room of approximately 150 square feet (doesn't necessarily have to be within the central training area but should be accessible from it).

- *Coaches' Work Room.* Should be about 650 square feet with a large table in the center and work stations (counters) around the sides of the room. Must be connected to Coaches' Locker Room, and potentially Manager's Office. Should include copier and several televisions.

- *Coaches' Locker Room.* Require:
 - 900 square feet for locker room and including small lounge area within the locker room with couches, a table, etc.,
 - 30 lockers with integrated power outlets, and

EXHIBIT "B"

- Enough washroom space for 3 toilets, 4 urinals, 8 showers, and 4 sinks (about 450 square feet).
- *Manager's Office.* Should be about 200 square feet plus adjoining private bathroom / shower of approximately 75 square feet. Optimally, this room will connect directly to the Coaches' Work Room.
- *Family Waiting Room.* Should be about 200 square feet, with separate entrance removed from clubhouse/training facilities. Preference would be for this space to be accessed directly from the main floor reception area.
- *Staff / Executive Locker Room.* Would like to have a locker room (approx. 575 square feet) and shower/washroom space (approx. 225 square feet) for use by clubhouse staff and team executives, accommodating 30 persons/lockers. Locker area should have wooden, ventilated lockers with integrated power outlets. Washroom should have at least 2 urinals, 2 toilets, 6 showers and 3 sinks.
- *Laundry.*
 - Main room size should be about 600 square feet,
 - Four (4) commercial washers and four (4) commercial dryers,
 - One (1) residential washer, and
 - One (1) sink and large table for folding.
- *Equipment Room / Equipment Storage / Offices.*
 - Require 2,000 square feet for equipment storage, at least partly divided, so it's really two spaces rather than one single large room. Within the 2,000 square foot area:
 - Want to devote a portion of storage space as a kind of "cage" of "subspace" that can be locked (approximately 250 square feet).
 - Want to include a pooled office area of about 150 square feet for 2 or 3 people. Should have counter built in around at least one exterior wall.
 - Require garage door/loading space to exterior of main floor equipment room – with direct access to parking lot/driveway. *Loading space for Major League equipment area needs to be physically separate from the loading space for the Minor League equipment area, so that if there was load-in or load-out happening on the same day, they would not affect one another.*
 - Want the equipment area to include large accordion-style shelving system on tracks (with ability to move and also to lock in place) for more efficient storage and access to equipment.
 - Require additional ball storage room of 175 square feet with shelving in the room. This room needs to have direct access to the outdoors, in a location with a convenient path to the Major League fields.
- *Travel Office.* Require office of at least 150 square feet for Director of Team Travel.
- *Commercial Grade Kitchen Space (and associated storage and service areas).* Require commercial kitchen (approximately 600 square feet) and all associated walk-in freezers, walk-in refrigerators, cooking equipment, exhaust hoods, plumbing, venting, etc. Also require attached secure storage space / pantry (approximately 250 square feet). Kitchen would obviously have to be designed to current standards and to meet the full needs of the team, however, we know that the following are important:

EXHIBIT "B"

- Plans need to include appropriate serving counters and stations (e.g. salad bar) that are integrated in some manner into the dining room space (which space is described below). Idea is such that the kitchen, serving and dining are all open and very much connected spaces.
- Optimally, would like to have garage door or other large access directly from the exterior of the building into the kitchen and the kitchen storage room, so that items can be loaded directly from vehicles. Would also want built-in floor to ceiling shelving in storage room.
- *Dining Room.* Require 1,100 square feet for a dining room (eating area). Must be connected to the kitchen /service counter in a functional way. Lunch room should probably occupy as space that is relatively accessible from / to the office areas of the building (as players may need to go up to the offices and/or team staff may need to come down).
 - *Nutrition area.* Want a portion of the lunch room space to include counters and cabinet space to be used as a "nutrition area", including supplements, nutrition bars, juice bar, smoothie station with blenders, etc
 - *Outdoor Eating Area.* Would like an additional outdoor patio eating area with picnic tables. Preferably this space will include some shade and be about 300 to 400 square feet. Depending on final building design, we recognize that the space may be larger than we need for this. If so, we would not want to finish the entirety of the larger space for the purpose of eating (we likely would want to leave unfinished or use for some other purpose).
- *Additional storage.* Would like to ensure that we have an additional storage space / room of approximately 250 square Major League portion of the building.

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EXHIBIT "B"

Clubhouse and Training Spaces for Exclusive Use of Minor Leaguers

- *Minor League Player Locker Room(s) and Washrooms.* Requires one large locker room (of approximately 5,000 square feet in total) that can be divided into two (2) Minor League locker rooms as further detailed below.
 - Locker Room 1:
 - Space for 80 permanent player lockers (good quality) (requires approximately 2,000 square feet)
 - Locker Room 2:
 - Space for 130 permanent player lockers (medium quality) (requires approximately 3,000 square feet)

- *Minor League Player Washrooms.* There should be two (2) washroom / shower areas serving the Minor League locker area (one on each side of the large room described in the previous entry). One washroom / shower area should occupy approximately 900 square feet and the other should occupy approximately 1,300 square feet, and each should include an appropriate number of urinals, toilets, showers and sinks for the number of players using.

- *Athletic Training/Therapy Areas.* Athletic training/therapy area must be adjacent to the joint hydrotherapy space in the building and weight room, with ability to view into each.
 - Approximately 1,750 square feet of primary training space.
 - 10 hi low treatment tables included in the training space.
 - Would like to ensure there are high ceilings, making the space comfortable.
 - *Storage Space.* Would like secure storage space of at least twelve feet (18') by sixteen feet (16') (total square footage 288) with shelving.
 - *Massage therapy/chiropractic room.* Need small room of approximately 150 square feet for use by massage therapists and chiropractors.
 - *Trainers, Rehab and High Performance Offices.*
 - Require four "single" offices of about 150 square feet each (one each for Minor League trainer calls, Rehab Staff, Strength and Conditioning Staff and High Performance Staff)
 - Also require larger communal offices to accommodate 30 staff members. Can be split into 2 or 3 pooled work areas that accommodate 10 to 15 staff members each. Requires a total of about 900 square feet for all of this space. All minor league trainers and strength/conditioning coaches will be based in this area; as such, requires a view of the training area and easy access to the weight room. Need extensive cabinets and wraparound counter work space with ample electric outlets, internet access, etc. Would like ability to use entire walls as white board writing space. Would like these pooled work spaces to be roughly square, so that staff can work along edges or turn towards center for ad hoc meetings.

- *Janitor's Closet.* 1 janitor's closet of approximately 400 square feet for equipment and supply storage. This room needs a sink and hot and cold water.

- *Coaching Staff Locker Room.* Require 1,500 square foot coaching staff locker room (needs to that accommodate 70 lockers). Lockers should be ventilated and include integrated power outlets. Must also include about appropriate washroom facilities of about 600 square feet. At a minimum, require 6 urinals, 6 toilets, 20 showers and 8 sinks.

EXHIBIT "B"

- *Coaching Staff Workroom.* Require 1,000 square foot coaching staff workroom with seating for at least 60 and all necessary outlets, internet, cable wiring, etc. in order assure that each can comfortably work. Should have want built-in counter/desk around exterior of the room to maximize work stations. Also need extensive cabinets for office supplies. Would like space to include a number of smaller (around 2 feet x 3 feet) wheeled tables that we can bring together to form a large working conference table, separate out into smaller work stations, or clear out entirely for larger meetings as necessary. Room should include copier and several televisions.
- *Roving Instructor and Other Baseball Staff Offices.* Require:
 - 3 offices of about 150 square feet, and
 - 3 offices of about 100 square feet each,

for roving instructors (i.e. Field Coordinator, Pitching Coordinator and Hitting Coordinator) and other coaches (i.e. mental skills, nutritionist) with room for desk/workstation.

- *Equipment Room / Equipment Storage/ Offices.*
 - Require approximately 2,500 square feet for equipment storage, at least partly divided, so it's really two spaces rather than one single large room. Within the 2,500 square foot area:
 - Want to devote a portion of storage space as a kind of "cage" of "subspace" that can be locked.
 - Want to include a pooled office area of about 200 square feet for 3 or 4 people. Should have counter built in around at least one exterior wall.
 - Want in-wall access to equipment room (waist up) from hallway for use to pass equipment to players (so that existing access doors can be used for entrance and egress only and not for service). This in-wall access point would have a locking roll-up window (concession-style).
 - Add garage door and loading dock to equipment storage room for easy load in from exterior. *Loading space for Minor League equipment area needs to physically separate from the loading space for the Major League equipment area, so that if there was load-in or load-out happening on the same day, they would not affect one another.*
 - Want the equipment area to include large accordion-style shelving system on tracks (with ability to move and also to lock in place) for more efficient storage and access to equipment.
 - Require additional ball storage room of 225 square feet.
 - Require additional 700 square foot cart storage area/room, connected to ball storage area and main room (through a door). This cart room should have sinks, as well as tables or counters to fill and load coolers with water/ice/powerade/gatorade and rollup garage doors out to fields.
- *Laundry.*
 - Main room size should be about 600 square feet,
 - Four (4) commercial washers and four (4) commercial dryers (with necessary power hookups, water, ventilation and drainage), and
 - One (1) sink and large table for folding.
- *Commercial Grade Kitchen Space (and associated storage and service areas).* Require kitchen, serving and storage facilities that would allow us to prepare and serve food to 200+ people in one sitting. Requires industrial/commercial appliances (walk-in freezers, walk-in refrigerators, cooking equipment, exhaust hoods, etc.), plumbing, venting, etc. Kitchen would obviously have to be designed to current standards and to meet the full needs of the team, however, we know that the following are important

EXHIBIT "B"

- Likely requires about 1,000 square feet for the kitchen area
 - Plans need to include appropriate serving counters and stations (e.g. salad bar) that are integrated in some manner into the dining room space (which space is described below). Idea is such that the kitchen, serving and dining are all open and very much connected spaces.
 - Require separate secured pantry / storage room of approximately 250 square feet.
 - Optimally, would like to have garage door or other large access directly from the exterior of the building into the kitchen and the kitchen storage room, so that items can be loaded directly from vehicles. Would also want built-in floor to ceiling shelving in storage room.
- **Divisible Dining/Multi-Purpose Room.** Require 3,000 square foot dining room (needs to be able to hold 225 people seated around tables). Would like the ability to sub-divide the space with partitions (so one side could be used for dining while people are having a class or large meeting on the other side). Should be wired for televisions, projector, etc.
 - **Nutrition area.** Want a portion of the dining room space to include counters and cabinet space to be used as a "nutrition area", including supplements, nutrition bars, juice bar, smoothie station with blenders, etc
 - **Umpire's room.** Locker area of around 250 square feet. Must be out of the way, with direct access to fields and limited access to other clubhouse sections. Some of the specifics include:
 - 4 lockers, 4 locker chairs, and a table with 4 chairs for umpires to use for meals
 - Bathroom with 2 shower heads, 2 sinks, 1 toilet and 1 urinal (need about 180 square feet for that).
 - **Additional storage.** Would like to ensure that we have an additional storage space / room of approximately 250 square feet within Minor League portion of the building

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EXHIBIT "C"

SUMMARY BUDGET

| Toronto Blue Jays Spring Training Facility - Dunedin Florida Concept Estimate December 5, 2016 | | |
|---|--|----------------------|
| Renovate and Expand Existing Stadium (Douglas Ave) | | \$ 33,259,901 |
| <p>Budget assumes that the ballpark would be used as a "game day stadium" for Spring Training and Florida State League games, with all training, development and rehabilitation activities occurring at a different site and therefore, all renovations are directed at improving fan experience, stadium amenities and game day stadium operations (i.e. no material renovations or improvements to the existing office building or clubhouse spaces are included).</p> | | |
| <u>Budget Estimate is Comprised of the Following</u> | | |
| | Site and Utilities \$ | 2,623,709 |
| | Field and Amenities \$ | 4,611,759 |
| | Seating \$ | 1,963,888 |
| | Main Level Revisions \$ | 5,560,419 |
| | Upper level and Press Revisions \$ | 988,500 |
| | Upper Level Suite Revisions \$ | 577,800 |
| | Upper Level Common Revisions \$ | 2,967,085 |
| | Roof Level Revisions \$ | 2,561,452 |
| | Existing Training / Office Building Revisions \$ | 482,850 |
| | Visitor and Staff Area Revisions \$ | 1,537,300 |
| | Staffs, Fees, Contingencies, Escalations \$ | 4,937,898 |
| | Design and Owner Soft Costs \$ | 4,447,241 |
| | <u>Total</u> | <u>\$33,259,901</u> |
| Major & Minor League Training, Offices, Fields and Facilities (Solon Ave) | | \$ 47,784,290 |
| <p>Budget would permit the Team to incorporate all of its Major and Minor League training, development and rehabilitation facilities and programs within a single site. Illustrated options for the project would include construction of a new, combined Major and Minor League clubhouse / office building, modifications to the number of distribution of fields (so as to incorporate two (2) full fields, one (1) half field and one (1) covered agility field for Major League use, along with four (4) full fields, one (1) half field and one (1) open air agility field for Minor League use).</p> | | |
| <u>Budget Estimate is Comprised of the Following</u> | | |
| | Site and Utilities \$ | 3,979,701 |
| | Fields and Amenities \$ | 13,798,218 |
| | New Combined Major / Minor League Training Building and Offices \$ | 16,522,801 |
| | Staffs, Fees, Contingencies, Escalations \$ | 7,094,246 |
| | Design and Owner Soft Costs \$ | 6,389,324 |
| | <u>Total</u> | <u>\$47,784,290</u> |
| Total Concept Cost of Project | | \$ 81,044,191 |
| <p>1) Price assumes basic SF and buildout per concept plans. Some SF of rooms have been calculated off sketches and may, or may not be exact. 2) All Site improvement cost are assumed to be required pending a complete site analysis for storm water drainage, parking and general improvements 3) Cost assume a April 2018 start of construction (Purchasing in 1st qtr 2018) with escalations included as noted. Escalation factors based on current assumptions of future economic factors. Escalation subject to major shifts both positive and negative over time</p> | | |

RESOLUTION 17-53

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AN AUTHORIZED REPRESENTATIVE; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction of water treatment facilities; and

WHEREAS, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS, the State Revolving Fund loan priority list designates Project No. DW520260 as eligible for available funding; and

WHEREAS; the City of Dunedin, Florida, intends to enter into a loan agreement with the Florida Department of Environmental Protection under the State Revolving Fund for project financing.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

SECTION 1. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION 2. The City of Dunedin, Florida, is authorized to apply for a loan to finance the Project.

SECTION 3. The revenues pledged for the repayment of the loan are the gross revenues derived yearly from the operation of the City's water and wastewater systems after payment of the operation and maintenance expenses and the satisfaction of all yearly senior debt payment obligations listed below:

City of Dunedin, Florida, Water and Sewer System Refunding Revenue Bonds, Series 2012

SECTION 4. The City Manager is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.

SECTION 5. The City Manager is hereby designated as the authorized representative to execute the loan agreement and any subsequent amendments which will become a binding obligation in accordance with its terms when signed by both parties.

SECTION 6. The City Manager is authorized to represent the City of Dunedin in carrying out responsibilities under the loan agreement. The City Manager is authorized to delegate responsibility to appropriate staff to carry out technical, financial, and administrative activities associated with the loan agreement.

SECTION 7. The legal authority for borrowing moneys to construct this Project is Section 166.111, Florida Statutes and Section 403.8532, Florida Statutes.

SECTION 8. All Resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 9. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 10. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 5th day of December, 2017.


Julie Ward Bujalski
Mayor

ATTEST:


Denise Kirkpatrick
City Clerk

RESOLUTION 17-54

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DUNEDIN AUTHORIZING THE CITY MANAGER TO APPLY FOR A FIFTY PERCENT (50%) MATCHING GRANT FOR FUNDS FROM FORWARD PINELLAS COMPLETE STREETS FOR THE PURPOSE OF THE SKINNER BOULEVARD COMPLETE STREETS PROJECT; FINDING THAT A PUBLIC PURPOSE WILL BE SERVED BY APPLYING FOR SUCH FUNDS; PROVIDING FOR ACCEPTANCE OF SUCH GRANT AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the City Manager has recommended to the City Commission that the City apply to Forward Pinellas for grant funds in the amount of \$100,000, with a fifty percent (50%) match by the City, for the purpose of the Skinner Boulevard Complete Streets Project; and

WHEREAS, the City Commission finds that applying for such grant funds and accomplishing the project for which the grant funds are received serves a public purpose and will represent a benefit to the citizens of the City of Dunedin; now, therefore

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY ASSEMBLED.

Section 1. That the City Manager is authorized to execute the application documents and to do the studies, evaluations or other matters necessary to apply for a grant to the Forward Pinellas for grant funds for the purpose of Skinner Boulevard Complete Streets Project

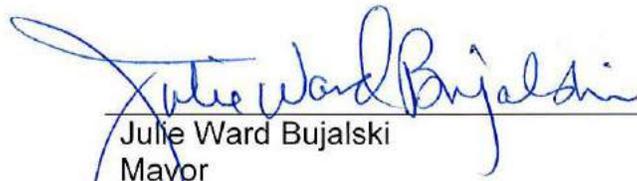
Section 2. That the City Commission of the City of Dunedin finds that a public purpose is served by applying for the aforesaid grant and making the necessary expenditures and commitments to submit such application.

Section 3. That the City Manager is hereby authorized to accept the grant if it is awarded on substantially the terms and in the amount reflected in the application. In the event there is a material difference in the terms of the grant, or in the amount of the grant awarded to the City, acceptance of the grant will be by motion of the City Commission.

Section 4. That the City Commission has committed to a fifty percent (50%) match of the Forward Pinellas Complete Streets grant should it be awarded.

Section 5. That this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 5th day of December, 2017.



Julie Ward Bujalski
Mayor

ATTEST:



Denise M. Kirkpatrick
City Clerk

RESOLUTION 17-55

A RESOLUTION OF THE CITY OF DUNEDIN, FL, AMENDING THE OPERATING AND CAPITAL BUDGETS FOR THE CITY OF DUNEDIN, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the City Commission has considered pertinent facts and data relative to municipal finance status and needs; and

WHEREAS, Florida Statute 166.241(4) provides for a municipality to amend its budget at any time during the fiscal year or within 60 days following the end of the fiscal year; and

WHEREAS, the City Commission desires to revise the FY 2018 Operating and Capital Budget; now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, DULY ASSEMBLED THAT:

Section 1. This Budget Amendment Resolution provides for budget transfers between funds and projects, and for various adjusting entries, as follows:

1. Appropriation of revenues and expenditures in the General Fund resulting in no net impact on fund balance.
2. Appropriation of revenues and expenditures in the Community Redevelopment Agency (CRA) Fund resulting in a decrease in fund balance of \$21,000.
3. Appropriation of revenues and expenditures in the Penny Fund resulting in a decrease in fund balance of \$150,000.
4. Appropriation of expenses in the Water / Wastewater Fund resulting in no net impact on net position.

5. Appropriation of expenses in the Fleet Fund resulting in a decrease in net position of \$20,000.

Section 2. Necessary accounting entries to affect these changes are detailed in Exhibit A.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 19th day of December, 2017.


Julie Ward Bujalski
Mayor

ATTEST:


Denise M. Kirkpatrick
City Clerk

Exhibit A: Resolution 17-55 Item Descriptions

FY 2018 1st Quarter Budget Amendment

| Item | Fund | Description | Project | FY 2017 Budget | Proposed Change | FY 2017 Amended | Impact on Fund Balance |
|------|----------|---|---------|----------------|-----------------|-----------------|------------------------|
| A | General | Increase revenues for Conformity Review Fees | | 75,000 | 14,000 | 89,000 | 14,000 |
| | General | Increase contractual expenses in Planning & Development for plat review expenses | | 18,200 | 14,000 | 32,200 | (14,000) |
| B | CRA | Increase expense for Downtown Trailside Pavilion project | 171605 | - | 21,000 | 21,000 | (21,000) |
| C | CRA | Appropriate contribution from Baycare Health Systems for PSTA Shelter/Give Me Shelter project | 171702 | - | 10,000 | 10,000 | 10,000 |
| | CRA | Increase contractual services for PSTA Shelter/Give Me Shelter project | 171702 | 35,000 | 10,000 | 45,000 | (10,000) |
| D | Penny | Appropriate contribution from Women's Club for Edgewater Pk playgrd replacemt | 469301 | - | 6,000 | 6,000 | 6,000 |
| | Penny | Decrease project budget for Adaptive playground equipmt pice at Edgewater Pk | 461802 | 45,000 | (45,000) | - | 45,000 |
| | Penny | Increase project budget for Playground Equipment Replacements for Scotsdale and Edgewater Pk. | 469301 | 95,000 | 201,000 | 296,000 | (201,000) |
| E | Water/WW | Decrease project budget for WWTP Oufall Piping Repair | 521802 | 1,100,000 | (150,000) | 950,000 | 150,000 |
| | Water/WW | Increase project budget for new project: Flow Equalization Tank R&R | 521806 | 985,000 | 150,000 | 1,100,000 | (150,000) |
| F | Fleet | Increase Fleet capital for Risk Manangement fleet replacement | 521801 | - | 20,000 | 20,000 | (20,000) |

5

RESOLUTION 17-56

A RESOLUTION OF THE CITY OF DUNEDIN, FLORIDA, ACCEPTING PUBLIC EASEMENTS AND OTHER DEDICATIONS IN THE PLAT OF THE HIGHLAND RIDGE TOWNHOMES SUBDIVISION; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the plat of the Highland Ridge Townhomes Subdivision was heretofore approved by the City Commission of the City of Dunedin, Florida, and shall be recorded in the Public Records of Pinellas County, Florida; and

WHEREAS, by said plat the easement dedications shown thereon were revised to distinguish those dedicated to the public and those reserved for common use by the property owners; now, therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. That the City does hereby accept the dedication of all easements and other dedications reflected on the plat.

Section 2. That this Resolution shall become effective immediately upon final passage, adoption and upon review and approval of the City Manager for consistency between the dedications and notations on the plat.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 21st day of December, 2017.



Julie Ward Bujalski
Mayor

ATTEST:



Sharon Toner
Deputy City Clerk



Home of Honeymoon Island

PLANNING & DEVELOPMENT
737 LOUDEN AVENUE
DUNEDIN, FL 34698
727.298.3210

PLAT REVIEW COMPLETION CERTIFICATE

SUBDIVISION NAME: **HIGHLAND RIDGE TOWNHOMES**

LOCATION: **949 HIGHLAND AVE, DUNEDIN, FL 34698**

The above-referenced plat has been reviewed by staff and found to be in compliance with applicable City ordinances and State statutes. A formal resolution of acceptance of the plat will be presented for the City Commission's approval pursuant to Section 104-60.6.10 of the City of Dunedin Land Development Code.

Staff Approvals:



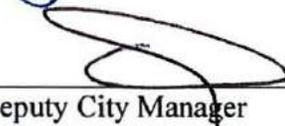
Director of Planning & Development

11/14/2017
Date



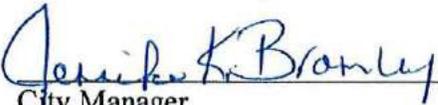
Director of Public Works & Utilities/
City Engineer

11/15/17
Date



Deputy City Manager

11.20.17
Date



City Manager

11/27/17
Date

AERIAL OF SITE - HIGHLAND RIDGE TOWNHOMES



HIGHLAND RIDGE TOWNHOMES

A REPLAT OF A PORTION OF LOT 14, SARAH J. LEWIS SUBDIVISION AS RECORDED IN PLAT BOOK 3, PAGE 5 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, LYING IN THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 28 SOUTH, RANGE 15 EAST, CITY OF DUNEDIN, PINELLAS COUNTY, FLORIDA

LEGAL DESCRIPTION

A PORTION OF LOT 14, SARAH J. LEWIS SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 5, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 14, SARAH J. LEWIS SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 5, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART; THENCE NORTH 8°04'59" EAST, A DISTANCE OF 141.72 FEET TO THE POINT OF BEGINNING; THENCE NORTH 4°30'49" WEST, A DISTANCE OF 26.23 FEET; THENCE SOUTH 89°20'51" EAST, A DISTANCE OF 1.67 FEET; THENCE NORTH 4°46'10" EAST, A DISTANCE OF 65.22 FEET; THENCE SOUTH 89°20'51" EAST, A DISTANCE OF 306.27 FEET; THENCE SOUTH 0°46'10" WEST, A DISTANCE OF 141.71 FEET; THENCE NORTH 89°23'31" WEST, A DISTANCE OF 112.83 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1.012 ACRES, MORE OR LESS.

DEDICATION

TRACT "A" LEGAL TITLE TO TRACT "A" (PRIVATE INGRESS/EGRESS, DRAINAGE & UTILITY EASEMENT) SHALL BE CONVEYED BY SEPARATE INSTRUMENT TO THE TOWNHOMES AT HIGHLAND RIDGE DUNEDIN HOMEOWNERS ASSOCIATION, INC., A FLORIDA CORPORATION, ITS SUCCESSORS AND/OR ASSIGNS (THE ASSOCIATION). SAID TRACT IS FOR THE BENEFIT OF THE INDIVIDUAL OWNERS AND SHALL BE MAINTAINED BY SAID ASSOCIATION.

PRIVATE DRAINAGE & UTILITY EASEMENTS

PRIVATE DRAINAGE & UTILITY EASEMENTS ARE HEREBY DEDICATED FOR THE CONSTRUCTION AND MAINTENANCE OF DRAINAGE AND UTILITY FACILITIES. SAID EASEMENTS SHALL BE MAINTAINED BY THE TOWNHOMES AT HIGHLAND RIDGE DUNEDIN HOMEOWNERS ASSOCIATION, INC.

MUNICIPALITY EASEMENT

MUNICIPALITY EASEMENT IS HEREBY DEDICATED TO THE PUBLIC FOR UTILITY AND ACCESS PURPOSES AND SHALL BE MAINTAINED BY THE TOWNHOMES AT HIGHLAND RIDGE DUNEDIN HOMEOWNERS ASSOCIATION, INC.

OWNER:

TOWNHOMES AT HIGHLAND RIDGE, LLC, A FLORIDA LIMITED LIABILITY COMPANY

SIGNATURE _____

PRINTED NAME _____

TITLE _____

WITNESS: SIGNATURE _____

PRINTED NAME _____

WITNESS: SIGNATURE _____

PRINTED NAME _____

ACKNOWLEDGMENT OF OWNER:

STATE OF FLORIDA
COUNTY OF PINELLAS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____ BY _____ OF TOWNHOMES AT HIGHLAND RIDGE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, WHO HAS PRODUCED _____ AS IDENTIFICATION AND WHO DID/DOES NOT TAKE AN OATH.

NOTARY SIGNATURE _____

PRINT NAME _____

COMMISSION NUMBER _____

(PLACE NOTARY STAMP HERE)

SUNCOAST LAND SURVEYING, Inc.
111 FOREST LAKES BOULEVARD
OLDSMAR, FLA. 34677
BOUNDARY - TOPOGRAPHIC - CONSTRUCTION STAKEOUT
PH: (813) 854-1342 SURVEY@TAMPABAY.FLORIDA.COM

CERTIFICATE OF MORTGAGEE:

THE UNDERSIGNED, AS MORTGAGEE(S) UNDER A CERTAIN MORTGAGE DATED OCTOBER 2, 2015, RECORDED IN C.L. BOOK 1806, PAGE(S) 5709 THROUGH 5809, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, JOINS IN AND CONSENTS TO THE DEDICATION OF THE LANDS DESCRIBED HEREIN, AND AGREES THAT IN THE EVENT OF FORECLOSURE OF THIS MORTGAGE ALL DEDICATED AREAS SHALL SURVIVE AND BE ENFORCEABLE.

JO E. SHELSON

BY: _____

NAME: _____

TITLE: _____

WITNESS _____

PRINTED NAME OF WITNESS _____

WITNESS _____

PRINTED NAME OF WITNESS _____

ACKNOWLEDGMENT AS TO MORTGAGEE:

STATE OF FLORIDA
COUNTY OF PINELLAS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____ BY _____ WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION AND WHO DID/DOES NOT TAKE AN OATH.

NOTARY SIGNATURE _____

CERTIFICATION OF ACCEPTANCE:

TOWNHOMES AT HIGHLAND RIDGE DUNEDIN HOMEOWNERS ASSOCIATION, INC., A FLORIDA CORPORATION, JOINS IN THE DEDICATION FOR THE PURPOSE OF ACCEPTING THE MAINTENANCE OF TRACT "A" AS SHOWN ON THIS PLAT.

SIGNATURE _____

WITNESS SIGNATURE _____

WITNESS (PRINT NAME) _____

PRINTED NAME _____

WITNESS SIGNATURE _____

WITNESS (PRINT NAME) _____

ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY THAT ON THIS _____ DAY OF _____, 20____ AND BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY APPEARED _____ AS PRESIDENT OF TOWNHOMES AT HIGHLAND RIDGE DUNEDIN HOMEOWNERS ASSOCIATION, INC., A FLORIDA CORPORATION, TO ME KNOWN TO BE THE PERSON DESCRIBED IN SAID WHO EXECUTED THE FOREGOING CERTIFICATE OF DEDICATION AND SEVERALLY ACKNOWLEDGES THE EXECUTION THEREOF TO BE HIS OWN FREE ACT AND DEED, AS SUCH OFFICER, AND FOR PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL AT THE STATE OF FLORIDA, COUNTY OF PINELLAS, THE DAY AND YEAR ABOVE SAID.
MY COMMISSION EXPIRES: _____ COMMISSION NO. _____

SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

PRINT NAME OF NOTARY PUBLIC
AND PLACE STAMP OR SEAL HERE

PLAT NOTES:

- THE BASIS OF BEARING IS THE SOUTH LINE OF LOT 14 BEING SOUTH 12°55' EAST PER GRID BEARING.
- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY.
- ALL ROADS, STREETS AND UTILITIES, INCLUDING STORMWATER FACILITIES DESIGNATED AS PRIVATE HEREON, ARE SPECIFICALLY SET ASIDE FOR THE USE BY THE PROPERTY OWNERS AND BY NO WAY CONSTITUTE A DEDICATION TO THE GENERAL PUBLIC OR TO THE CITY. IF BEING SPECIFICALLY UNDERSTOOD THAT NO DEDICATION IS IMPOSED UPON THE CITY OF DUNEDIN, FOR MAINTENANCE OR IMPROVEMENT OF SUCH ROADS, STREETS AND UTILITIES.
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES. PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- REFERENCE HEREON TO SARAH J. LEWIS SUBDIVISION IS IN CONJUNCTION WITH DEED DESCRIPTIONS. THE LANDS PLATTED IN PLAT BOOK 3, PAGE 5, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART IS IDENTIFIED AS PLAT OF SUBDIVISION OF THE N 1/2 OF THE SE 1/4 OF SECTION 27, TOWNSHIP 28 S, RANGE 15 E, WHICH IS THE SAME LANDS DESCRIBED HEREON AS SARAH J. LEWIS SUBDIVISION AS IT PERTAINS TO LANDS IDENTIFIED ON THIS PLAT.
- PROPERTY IS SUBJECT TO A 10.00 FOOT WIDE EASEMENT AREA LYING 5.00 FEET ON EACH SIDE OF FACILITIES BELONGING TO DUKE ENERGY FLORIDA, LLC, A FLORIDA LIMITED LIABILITY COMPANY, INSTALLED AT VARIOUS LOCATIONS OVER, UNDER, ACROSS AND THROUGH THE PROPERTY PER OFFICIAL RECORDS BOOK 1029A, PAGE 099.

CERTIFICATE OF APPROVAL OF CITY COMMISSION

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, PINELLAS COUNTY, FLORIDA, THIS _____ DAY OF _____, 20____.

JULIE WARD BY WALSH, MAYOR

THOMAS J. TRASK, CITY ATTORNEY

DEVISE M. KIMMATTICK, CITY CLERK

CERTIFICATE OF APPROVAL OF CITY MANAGER

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR THE CITY OF DUNEDIN, PINELLAS COUNTY, FLORIDA, THIS _____ DAY OF _____, 20____; PROVIDED THAT THE PLAT IS FILED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF PINELLAS COUNTY, FLORIDA, WITHIN ONE MONTH FROM THE DATE OF THIS APPROVAL.

JOHN PER K. BRAVLEY, CITY MANAGER

CERTIFICATE OF APPROVAL OF COUNTY CLERK

STATE OF FLORIDA
COUNTY OF PINELLAS

I, KEN BURKE, CLERK OF THE CIRCUIT COURT OF PINELLAS COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE STATUTES OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK PAGE(S) _____, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THIS _____ DAY OF _____, 20____.

KEN BURKE, CLERK

By: _____

PINELLAS COUNTY, FLORIDA

DEPUTY CLERK

CERTIFICATE OF CONFORMITY

REVIEWED FOR CONFORMITY TO CHAPTER 177, PART 1, FLORIDA STATUTES BY A PROFESSIONAL SURVEYOR AND MAPPER UNDER CONTRACT TO THE CITY OF DUNEDIN.

DATE _____

FLORIDA REGISTRATION NO. _____, PROFESSIONAL SURVEYOR & MAPPER
GEORGE P. YOUNG, INC.
L.B. 027
299 DR. W.L. KING JR. STREET NORTH
ST. PETERSBURG, FL 33701
(727) 822-4317

SURVEYOR'S CERTIFICATE:

I, THE UNDERSIGNED PROFESSIONAL SURVEYOR AND MAPPER, HEREBY CERTIFY THAT ON APRIL 28, 2017, THIS PROPERTY WAS SURVEYED UNDER MY SUPERVISION. THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION. THAT THIS PLAT IS A TRUE REPRESENTATION OF THE LANDS DESCRIBED AND SHOWN, AND THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS INDICATED HEREON IN ACCORDANCE WITH THE STATUTES OF THE STATE OF FLORIDA THEREAFTER APPLICABLE, AND THAT ALL LOT CORNERS WILL BE SET IN ACCORDANCE WITH FLORIDA STATUTES SECTION 177.09(9). I ALSO HEREBY CERTIFY THAT THE MATERIALS AND COMPOSITION OF THIS PLAT CONFORMS TO THE REQUIREMENTS OF CHAPTER 177 PART 1, FLORIDA STATUTES.

FIELDOFFICE, P.E.S.M.
STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NUMBER PL5-0022
BUNDOAST LAND SURVEYING, INC.
111 FOREST LAKES BOULEVARD
OLDSMAR, FL 34677
(813) 854-1342

FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB0103

DATE OF FIELD SURVEY: APRIL 28, 2017

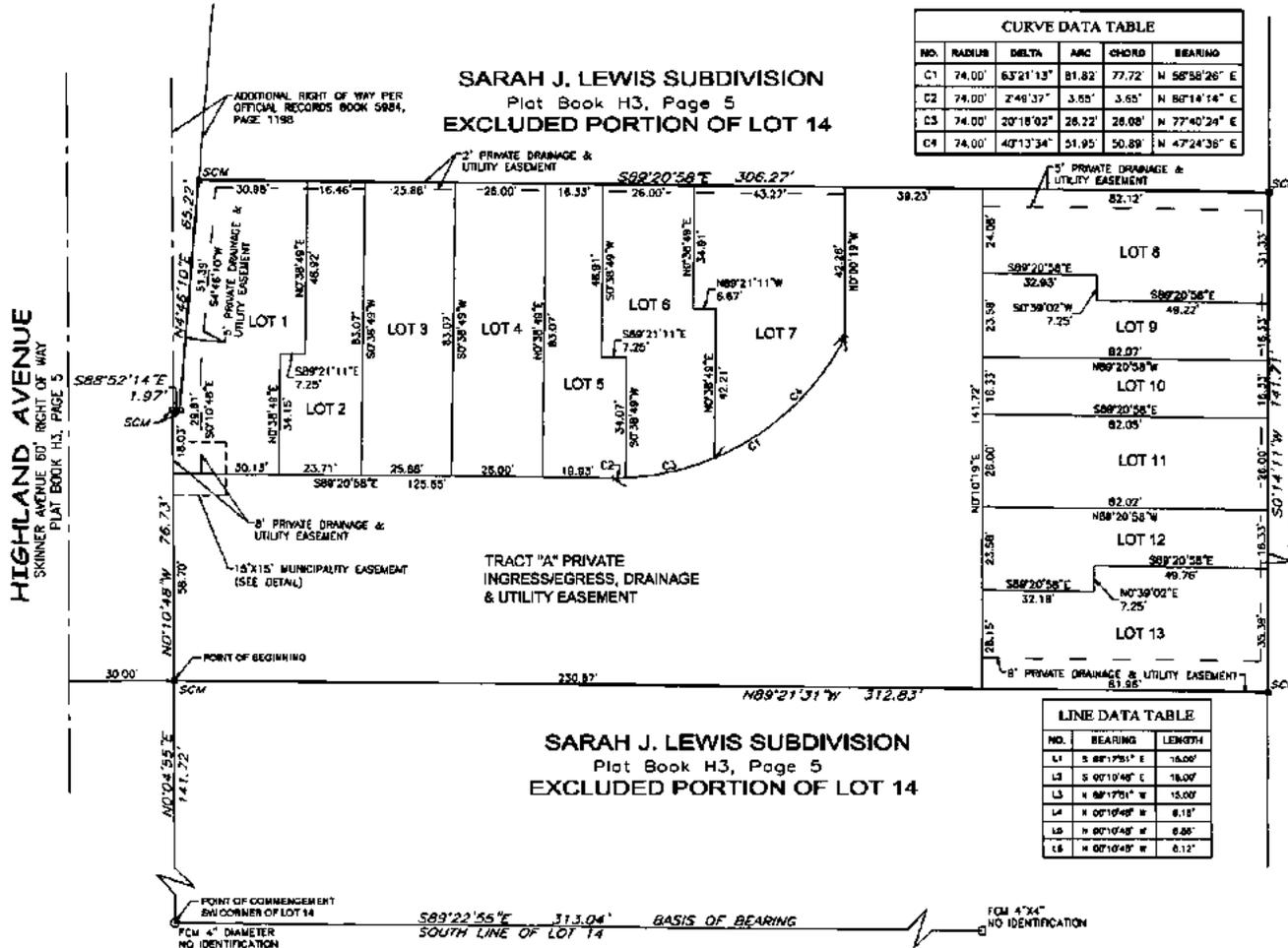
DATE OF P.R.M. INSTALLATION: _____, 2017

HIGHLAND RIDGE TOWNHOMES

A REPLAT OF A PORTION OF LOT 14, SARAH J. LEWIS SUBDIVISION AS RECORDED IN PLAT BOOK 3, PAGE 5 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, LYING IN THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 28 SOUTH, RANGE 15 EAST, CITY OF DUNEDIN, PINELLAS COUNTY, FLORIDA

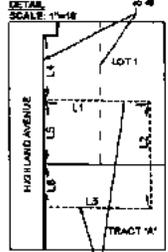


SCALE: 1" = 20'
0 20 40



| CURVE DATA TABLE | | | | | |
|------------------|--------|-----------|--------|--------|---------------|
| NO. | RADIUS | DELTA | ARC | CHORD | BEARING |
| C1 | 74.00' | 63°21'13" | 81.82' | 77.72' | N 58°58'26" E |
| C2 | 74.00' | 2°48'37" | 3.65' | 3.65' | N 80°14'14" E |
| C3 | 74.00' | 20°18'02" | 28.22' | 28.08' | N 77°40'24" E |
| C4 | 74.00' | 40°13'34" | 51.95' | 50.89' | N 47°24'38" E |

| LINE DATA TABLE | | |
|-----------------|---------------|--------|
| NO. | BEARING | LENGTH |
| L1 | S 89°17'51" E | 16.00' |
| L2 | S 00°10'46" E | 18.00' |
| L3 | N 89°17'51" W | 15.00' |
| L4 | N 00°19'48" W | 8.12' |
| L5 | N 00°10'45" W | 6.85' |
| L6 | N 00°10'45" W | 8.12' |



PLAT NOTES:

1. THE BASIS OF BEARING IS THE SOUTH LINE OF LOT 14 BEING SOUTH BY 22°18' EAST PER GRID BEARING.
2. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL CORRECTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL, IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
3. ALL ROADS, STREETS AND UTILITIES, INCLUDING STORMWATER FACILITIES DESIGNATED AS PRIVATE HEREON, ARE SPECIFICALLY SET ASIDE FOR THE USE BY THE PROPERTY OWNERS AND IN NO WAY CONSTITUTE A DEDICATION TO THE GENERAL PUBLIC OR TO THE CITY, IT BEING SPECIFICALLY UNDERSTOOD THAT NO OBLIGATION IS IMPOSED UPON THE CITY OF DUNEDIN, FOR MAINTENANCE OR IMPROVEMENT OF SUCH ROADS, STREETS AND UTILITIES.
4. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTY FOR AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
5. REFERENCE HEREIN TO SARAH J. LEWIS SUBDIVISION IS IN CONNECTION WITH CERO DESCRIPTIONS. THE LANDS PLATTED IN PLAT BOOK 3, PAGE 5, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA OF WHICH PINELLAS COUNTY WAS FORMERLY A PART IS IDENTIFIED AS PLOT OF SUBDIVISION OF THE W 1/4 OF THE SE 1/4 OF SECTION 27, TOWNSHIP 28 S, RANGE, 15 E., WHICH IS THE SAME LANDS DESCRIBED HEREIN AS SARAH J. LEWIS SUBDIVISION AS IT PERTAINS TO LANDS IDENTIFIED ON THIS PLAT.
6. PROPERTY IS SUBJECT TO A 10.00 FOOT WIDE EASEMENT AREA LYING 5.00 FEET ON EACH SIDE OF FACILITIES BELONGING TO DUKE ENERGY FLORIDA, LLC, A FLORIDA LIMITED LIABILITY COMPANY, INSTALLED AT MUTUALLY AGREEABLE LOCATIONS OVER, UNDER, ACROSS AND THROUGH THE PROPERTY PER OFFICIAL RECORDS BOOK 19238, PAGE 909.



SHEET 2 OF 2

SUNCOAST LAND SURVEYING, Inc.
111 FOREST LAKES BOULEVARD
OLDSMAR, FLA. 34677

BOUNDARY - TOPOGRAPHIC - CONSTRUCTION STAKEOUT
PH: (813) 854-1342, SLSURVEY@TAMPABAY.BR.COM

LEGEND
SCM --- SET 4"x4" CONCRETE MONUMENT AND DISK "LP4513"
FCM --- FOUND CONCRETE MONUMENT

RESOLUTION 17-58

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DUNEDIN AMENDING THE CITY OF DUNEDIN EMPLOYEES' FLEXIBLE BENEFIT PLAN AND THE CITY OF DUNEDIN HEALTH REIMBURSEMENT PLAN IN ORDER PERMIT OTHERWISE-ELIGIBLE EMPLOYEES TO FUND HEALTH SAVINGS ACCOUNTS; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dunedin ("City") has previously adopted the City of Dunedin Employee Flexible Benefits Plan (the "Flex Plan") and the City of Dunedin Health Reimbursement Plan (the "HRP"), each of which has been amended from time to time; and

WHEREAS, the City may offer employees a high deductible health plan option that could result in such employees being eligible to fund a health savings account; and

WHEREAS, the current provisions of the Flex Plan and HRP could preclude such individuals from being able to fund a health savings account; and

WHEREAS, the City Commission, desires to amend the Flex Plan and HRP to allow otherwise-eligible employees to fund a health savings account; and

WHEREAS, the City is authorized to amend the Flex Plan and HRP;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1 The amended Flex Plan attached hereto is hereby approved and adopted in its entirety.

Section 2. The amended HRP document attached hereto is hereby approved and adopted in its entirety.

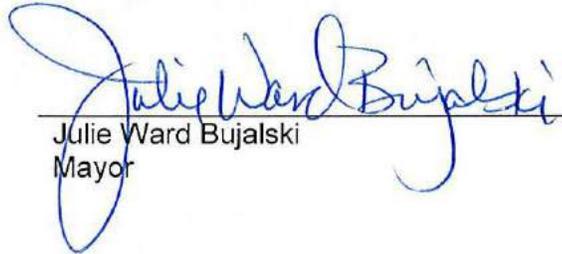
Section 3. The amended Flex Plan and HRP shall be maintained in the office of the Plan Administrator at the Department of Human Resources, Post Office Box 1348, Dunedin, Florida 34697-1348.

Section 4. All Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed.

Section 5. The appropriate officers of the City of Dunedin are authorized to execute the amended Plan and the HRA contract.

Section 6. This Resolution shall be effective as of the date adopted.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 19th day of December, 2017.



Julie Ward Bujalski
Mayor

ATTEST:



Denise M. Kirkpatrick
City Clerk

**ADOPTION AGREEMENT
CITY OF DUNEDIN
FLEXIBLE BENEFIT PLAN**

The undersigned adopting employer hereby adopts this Plan. The Plan is intended to qualify as a cafeteria plan under Code section 125. The Plan shall consist of this Adoption Agreement, its related Basic Plan Document and any related Appendix and Addendum to the Adoption Agreement. Unless otherwise indicated, all Section references are to Sections in the Basic Plan Document.

COMPANY INFORMATION

1. Name of adopting employer (Plan Sponsor): City of Dunedin
2. Address: 750 Milwaukee Avenue
3. City: Dunedin 4. State: Florida 5. Zip: 34698
6. Phone number: 727-298-3040 7. Fax number: _____
8. Plan Sponsor EIN: 59-6000310
9. Plan Sponsor fiscal year end: September 30
- 10a. Plan Sponsor entity type:
 - i. C Corporation
 - ii. S Corporation
 - iii. Non Profit Organization
 - iv. Partnership
 - v. Limited Liability Company
 - vi. Limited Liability Partnership
 - vii. Sole Proprietorship
 - viii. Union
 - ix. Government Agency
 - x. Other: _____
- 10b. If 10a.viii (Union) is selected, enter name of the representative of the parties who established or maintain the Plan:

11. State of organization of Plan Sponsor: Florida
- 12a. The Plan Sponsor is a member of an affiliated service group:
 Yes No
- 12b. If 12a is "Yes", list all members of the group (other than the Plan Sponsor): _____
- 13a. The Plan Sponsor is a member of a controlled group:
 Yes No
- 13b. If 13a is "Yes", list all members of the group (other than the Plan Sponsor): _____

PLAN INFORMATION

A. GENERAL INFORMATION.

1. Plan Number: 501
2. Plan name:
 - a. City of Dunedin Employees' Flexible Benefits Plan
 - b. _____
3. Effective Date:
 - 3a. Original effective date of Plan: March 1, 1988
 - 3b. Is this a restatement of a previously-adopted plan?
 Yes No
 - 3c. If A.3b is "Yes", effective date of Plan restatement: October 1, 2017
NOTE: If A.3b is "No", the Effective Date shall be the date specified in A.3a, otherwise the date specified in A.3c; provided, however, that when a provision of the Plan states another effective date, such stated specific effective date shall apply as to that provision.

- 4a. **Plan Year** means each 12-consecutive month period ending on September 30 (e.g. December 31). If the Plan Year changes, any special provisions regarding a short Plan Year should be placed in the Addendum to the Adoption Agreement.
- 4b. The Plan has a short plan year:
 Yes No
- 4c. If A.4b is "Yes", the short plan year begins January 31, 2006 and ends on September 30, 2006.
5. Is the Plan Subject to ERISA?
 Yes No

Plan Features

- 10a. **Premium Conversion Account.** Contributions to fund a Premium Conversion Account are permitted (Section 4.01) (If "No", questions regarding Premium Conversion Accounts are disregarded.):
 Yes No
- 10b. If A.10a is "Yes", select the types of Contracts for which a Participant may seek reimbursement under Section 4.01:
- i. Employer Group Medical
 - ii. Employer Dental
 - iii. Employer Vision
 - iv. Employer Disability
 - v. Employer Group Term Life
 - vi. Individually - Owned Medical
 - vii. Individually - Owned Dental
 - viii. Individually - Owned Vision
 - ix. Individually - Owned Disability
 - x. Other
- 10c. If A.10a is "Yes" and A.10b.x (other contracts) is selected, describe other types of Contracts: _____.
- 11a. **Health Care Reimbursement Account** (also known as a "health flexible spending account"). Contributions to fund a Health Care Reimbursement Account are permitted (Section 4.02) (If "No", questions regarding Health Care Reimbursement Accounts are disregarded.):
 Yes No
- 11b. **HSA Account.** Contributions to fund an HSA Account are permitted (Section 4.08):
 Yes No
12. **Dependent Care Assistance Account.** Contributions to fund a Dependent Care Assistance Account are permitted (Section 4.03) (If "No", questions regarding Dependent Care Assistance Accounts are disregarded.):
 Yes No
NOTE: The maximum amount of expense that may be contributed/reimbursed in any Plan Year for the Dependent Care Assistance Account is the maximum amount permitted by federal tax law (\$5,000 or \$2,500 if the Participant is married and filing a separate federal tax return).
13. **Adoption Assistance Account.** Contributions to fund an Adoption Assistance Account are permitted. (Section 4.04) (If "No", questions regarding Adoption Assistance Accounts are disregarded.):
 Yes No
NOTE: The maximum amount of expense that may be contributed/reimbursed for the Adoption Assistance Account is the maximum amount permitted by federal tax law for the prior year (\$10,960 for Plan Years beginning in 2006). The annual limit shall be reduced for adoption assistance expenses incurred any prior Plan Year.

Simple Cafeteria Plan

15. Is the Plan a simple cafeteria plan as defined in Code section 125(j):
 Yes No
NOTE: In order to be a simple cafeteria plan, the Employer must be an eligible employer (as defined in Code section 125(j)(5)) and the Plan must meet certain contribution, eligibility and participation requirements.

B. ELIGIBILITY.

Exclusions/Modifications

The term "Eligible Employee" shall not include (Check items B.1 - B.5a as appropriate):

NOTE: If A.15 is "Yes" (the Plan is a simple cafeteria plan), B.2 may not be selected and B.4 and B.5a may be selected only to the extent that the provisions do not violate the requirements on Code section 125(j).

1. **Union.** Any Employee who is included in a unit of Employees covered by a collective bargaining agreement, if benefits were the subject of good faith bargaining, and if the collective bargaining agreement does not provide for participation in this Plan.
2. **Any leased employee.**
3. **Non-Resident Alien.** Any Employee who is a non-resident alien who received no earned income (within the meaning of Code section 911(d)(2)) which constitutes income from services performed within the United States (within the meaning of Code section 861(a)(3)).
4. **Part-time.** Any Employee who is expected to work less than 30 hours per week, unless otherwise classified by the Employer as in a position being eligible for benefits, or unless such Employees averaged at least 30 hours per week during the applicable "measurement period," as defined by the Patient Protection and Affordable Care Act (PPACA) and implemented by the Employer.
- 5a. **Other.** Other Employees described in B.5b (any exclusion must satisfy Code section 125(g) and the requirements under Section 5.01).
- 5b. If B.5a is selected, describe other Employees excluded from definition of Eligible Employee: _____.
- 6a. Allow immediate participation for all Eligible Employees employed on the date specified in B.6b:
 Yes No
- 6b. If B.6a is "Yes", all Eligible Employees employed on _____ shall become eligible to participate in the Plan as of such date.
7. If A.10a is "Yes", (Contributions to fund a Premium Conversion Account are permitted), an Employee shall be an Eligible Employee with respect to the Premium Conversion Account if the Employee is eligible to participate in the benefit plans described in A.10b:
 Yes No
- 8a. Indicate whether the Plan will make any other revisions to the term "Eligible Employee":
 Yes No
- 8b. If B.8a is "Yes", describe any further modifications to the term "Eligible Employee": _____.

Service Requirements

10. Minimum age requirement for an Eligible Employee to become eligible to be a Participant in the Plan: None
NOTE: If A.15 is "Yes" (the Plan is a simple cafeteria plan), B.10 may not exceed 21.
11. Minimum service requirement for an Eligible Employee to become eligible to be a Participant in the Plan:
 - i. None.
 - ii. Completion of _____ hours of service.
 - iii. Completion of 30 days of service.
 - iv. Completion of _____ months of service.
 - v. Completion of _____ years of service.**NOTE:** If A.15 is "Yes" (the Plan is a simple cafeteria plan), B.11 may not exceed 1,000 hours of service or one year of service.
- 12a. Frequency of entry dates:
 - i. An Eligible Employee shall become a Participant in the Plan as soon as administratively feasible upon meeting the requirements of B.10 and B.11.
 - ii. first day of each calendar month
 - iii. first day of each plan quarter
 - iv. first day of the first month and seventh month of the Plan Year
 - v. first day of the Plan Year

- 12b. If B.12.a.i (immediate entry) is not selected, an Eligible Employee shall become a Participant in the Plan on the entry date selected in B.12a that is:
- i. coincident with or next following
 - ii. next following
- the date the requirements of B.10 and B.11 are met.
13. If A.10a is "Yes", (Contributions to fund a Premium Conversion Account are permitted), an Eligible Employee shall become eligible to become a Participant in the Plan with respect to the Premium Conversion Account at the same date as he or she becomes eligible to participate in the Contracts(s) described in A.10b:
 Yes No
- 14a. Indicate whether the Plan will make any other revisions to the eligibility rules specified in B.10 - B.13:
 Yes No
 NOTE: If A.15 is "Yes" (the Plan is a simple cafeteria plan), B.14a may only be "Yes" if the modifications in B.14b do not violate any requirements of Code section 125(j).
- 14b. If B.14a is "Yes", describe any further modifications to the eligibility rules specified in B.10 - B.13: _____

Transfers/Rehires

15. Permit Participants who are no longer Eligible Employees (for reasons other than Termination) to continue to participate in the Plan until the end of the Plan Year (Section 3.02):
 Yes No
 NOTE: If "No" is selected, a Participant who has a change in job classification or a transfer that results in the Participant no longer qualifying as an Eligible Employee shall cease to be a Participant as of the effective date of such change of job classification or transfer.
16. Automatically reinstate benefit elections for Terminated Participants who are rehired within 30 days of Termination and permit new benefit elections for Terminated Participants who are rehired more than 30 days after Termination (Section 3.03(a)):
 Yes No
 NOTE: If "No" is selected, a Terminated Participant shall not be able to Participate in the Plan until the later of the first day of the subsequent Plan Year or the first entry date following reemployment.

C. BENEFITS

Premium Conversion

- 1a. If A.10a is "Yes" (Contributions to fund a Premium Conversion Account are permitted), provide for automatic enrollment for the Premium Conversion Account:
 Yes No
 NOTE: If C.1a is "Yes", a Participant shall be deemed to elect to contribute the entire amount of any premiums payable by the Participant for the benefit plans described in A.10b.
- 1b. If A.10a is "Yes" (Contributions to fund a Premium Conversion Account are permitted), provide for automatic adjustment of Participant elections for changes in the cost of Contracts pursuant to the terms of Treas. Reg. 1.125-4:
 Yes No

Health Care Reimbursement (Health Flexible Spending) Account

- 2a. If A.11 is "Yes" (Contributions to fund a Health Care Reimbursement Account are permitted), select the maximum salary reduction amount that can be contributed to a Health Care Reimbursement Account in any Plan Year:
- i. The maximum amount permitted under Code section 125(i)
 - ii. Other amount specified in C.2b
- NOTE: If C.2a.i is selected effective prior to 2013, the maximum amount shall be \$2,500.
- 2b. If C.2a is "Other amount specified in C.2b", enter the maximum salary reduction amount that can be contributed to a Health Care Reimbursement Account in any Plan Year: \$2,500, except for Eligible Employees participating in a high deductible health plan, whose maximum election is \$0.

NOTE: As of January 1, 2013, C.2 may not exceed the maximum permitted under Code section 125(i) (\$2,500 in 2013).

3. If A.11 is "Yes" (Contributions to fund a Health Care Reimbursement Account are permitted), specify whether a Participant shall continue making contributions after Termination of employment for the remainder of the Plan Year:
- Yes - Continue contributions on an after-tax basis and reimbursements will be allowed for the remainder of the Plan Year.
 - No - Contributions shall cease upon Termination and reimbursements will be allowed only for expenses incurred prior to Termination.

NOTE: Any required COBRA elections described in Section 4.06 shall supersede this C.3.

- 4a. If A.11 is "Yes" (Contributions to fund a Health Care Reimbursement Account are permitted), indicate whether a Participant may revise a Health Care Reimbursement Account election upon a change of status:
- Yes - without limitation
 - Yes - but no decrease to the extent that new annual contribution amount would be less than the amount previously reimbursed at the time of the election change
 - Yes - a Participant may only increase an election upon a change of status
 - Yes - with limitations described in C.4b.
 - No

NOTE: The rules regarding the revision of Health Care Reimbursement Account elections in this C.4 are also subject to the conditions and limitations provided in C.12.

- 4b. If A.11 is "Yes" and if C.4a.iv is selected (Yes - with limitations described in C.4b), describe the limitations: _____.

Health Care Reimbursement - Eligible Expenses

- 5a. If A.11 is "Yes" (Contributions to fund a Health Care Reimbursement Account are permitted), a Participant may only be reimbursed from his or her Health Care Reimbursement Account for expenses that are incurred by:
- Participant, spouse and dependents. The Participant, his or her spouse and all dependents within the meaning of Code section 152 as modified by Code section 105(b), and any child (as defined in section 152(f)(1)) of the Participant until his or her 26th birthday.
 - Persons covered under Company medical plan. The Participant, his or her spouse and all dependents within the meaning of Code section 152 as modified by Code section 105(b), and any child (as defined in section 152(f)(1)) of the Participant until his or her 26th birthday, but only if such persons are also covered under the Company-sponsored benefit plan specified in C.5b.
 - Participants Only. No spousal or dependent coverage.
 - Other. The persons described in C.5c.

NOTE: The Plan Administrator may extend coverage for children until the end of the calendar year in which a child turns age 26.

- 5b. If C.5a is "Persons covered under Company medical plan", indicate the name of the Company-sponsored benefit plan:

NOTE: If i) the Plan constitutes a group health plan as defined in Treas. Reg. section 54.9801-2 or if the Plan Administrator determines that the Plan is subject to HIPAA portability rules, ii) the Plan is not a grandfathered health plan under the Patient Protection and Affordable Care Act, and iii) children are covered under this Plan, all children up to their 26th birthday must be covered.

- 5c. If C.5a is "Other", indicate who must incur expenses that can be reimbursed from a Participant's Health Care Reimbursement Account: Only persons not covered under a Company-sponsored high deductible health plan.

NOTE: The definition in C.5c may not include anyone other than the Participant, his or her spouse and all dependents within the meaning of Code section 152 as modified by Code section 105(b), and any child (as defined in section 152(f)(1)) of the Participant until his or her 26th birthday. If i) the Plan constitutes a group health plan as defined in Treas. Reg. section 54.9801-2 or if the Plan Administrator determines that the Plan is subject to HIPAA portability rules, ii) the Plan is not a grandfathered health plan under the Patient Protection and Affordable Care Act, and iii) children are covered under this Plan, all children up to their 26th birthday must be covered.

- 5d. If A.11 is "Yes" (Contributions to fund a Health Care Reimbursement Account are permitted), exclude coverage for other expenses described in C.5e:

Yes No

- 5e. If A.11 is "Yes" and C.5d is "Yes", describe other expenses that are not eligible for reimbursement: _____.

NOTE: If i) the Plan constitutes a group health plan as defined in Treas. Reg. section 54.9801-2 or if the Plan Administrator determines that the Plan is subject to HIPAA portability rules and ii) the Plan is not a grandfathered health plan under the Patient Protection and Affordable Care Act, then the Plan must provide coverage without cost-sharing requirements for preventative care as provided in Treas. Reg. 54.9815-2713T (and any superseding guidance; up to the amount available in the Participant's Health Care Reimbursement Account).

NOTE: If A.11 is "Yes" (Contributions to fund a Health Care Reimbursement Account are permitted), reimbursements may be made for any expense that qualifies for exclusion from income under Code section 105(b) (other than certain long term care expenses and insurance premiums), except as provided in C.5a-e.

6a. If A.11 is "Yes" (Contributions to fund a Health Care Reimbursement Account are permitted), describe method to coordinate coverage in the Plan with Health Savings Accounts (Section 6.01(j)):

- i. **None.** Coverage in the Plan is not limited or the Plan is not used in conjunction with a Health Savings Account. Participants in the Health Care Reimbursement Account benefit are not eligible to fund a Health Savings Account and Participants in the Health Savings Account benefit are not eligible for the Health Care Reimbursement Account benefit.
- ii. **Permitted Coverage.** Coverage in the Plan is only provided for permitted insurance and other specified coverage (e.g., coverage for accidents, disability, dental care, vision care or preventive care within the meaning of Code section 223(c)(1) and Rev. Rul. 2004-45 (but not through insurance or for long-term care services).
- iii. **Post Deductible Coverage.** The Plan will not pay or reimburse any medical expense incurred before the minimum annual deductible under Code section 223(c)(2)(A)(i) is satisfied.
- iv. **Both Permitted and Post Deductible Coverage.** Until the minimum annual deductible under Code section 223(c)(2)(A)(i) is satisfied, coverage in the Plan is only provided for permitted insurance and other specified coverage (e.g., coverage for accidents, disability, dental care, vision care or preventive care within the meaning of Code section 223(c)(1) and Rev. Rul. 2004-45 (but not through insurance or for long-term care services). The Plan will pay or reimburse all medical expenses otherwise allowed by the Plan incurred after the minimum annual deductible under Code section 223(c)(2)(A)(i) is satisfied.

6b. If A.11 is "Yes", C.6a is not "None" and D.3a is "Yes" (grace period allowed), indicate period when the limitations described in C.6a apply:

- i. Entire Plan Year.
- ii. Only during the grace period described in D.3.

NOTE: If no grace period is allowed in D.3a, the limitations in C.6a shall apply for the entire Plan Year.

6c. If A.11 is "Yes" and C.6a is not "None", the limitations shall apply to:

- i. All Participants.
- ii. Only Participants who are also eligible to participate in the high deductible health plan.
- iii. Only Participants who are also enrolled in the high deductible health plan.

NOTE: If C.6a is "None" or C.6c is not "All Participants", eligibility for a Health Savings Account may be limited.

7. If A.11 is "Yes" (Contributions to fund a Health Care Reimbursement Account are permitted), describe method to coordinate coverage in the Plan with a Company-sponsored health reimbursement arrangement ("HRA") for expenses that are reimbursable under both this Plan and the HRA (Section 6.01(e)):

- i. **None.** Plan is not used in conjunction with a Company-sponsored HRA.
- ii. **HRA first.** A Participant shall not be entitled to payment/reimbursement under the Health Care Reimbursement Account until the Participant has received his or her maximum reimbursement under the HRA.
- iii. **Cafeteria plan first.** A Participant shall not be entitled to payment/reimbursement under the HRA until the Participant has received his or her maximum reimbursement under the Health Care Reimbursement Account.

Company Contributions

8a. Indicate whether the Company may contribute to the Plan (Section 4.09):

- i. Yes - in Company's sole discretion.
- ii. Yes - 2% of Compensation.
- iii. Yes - the lesser of 6% of Compensation or 100% match of a Participant's salary reduction contribution.
- iv. Yes - pursuant to the method described in C.8b.
- v. No.

NOTE: If A.15 is "Yes" (the Plan is a simple cafeteria plan), C.8a.ii, C.8a.iii or C.8a.iv must be selected.

- 8b. If C.8a is "Yes - pursuant to the method described in C.8b", describe how the contributions are determined and allocated: _____.
- NOTE: If A.15 is "Yes" (the Plan is a simple cafeteria plan), C.8b must equal or exceed the formulas under options C.8a.ii or C.8a.iii.
- 9a. If C.8a is not "No", indicate whether the Plan permits Participants to elect cash in lieu of benefits:
- No.
 - Yes - with limitation.
 - Yes - without limitation.
- 9b. If C.8a is not "No" and C.9a is "Yes - with limitation", describe any limitations: _____.

Elections

- NOTE: The Plan Administrator may establish a minimum dollar amount or percentage of Compensation for all elections provided that such minimum is non-discriminatory.
10. When may continuing Participants make elections regarding contributions (Section 4.06(b)):
- The _____ day period ending prior to the beginning of the Plan Year
 - Pursuant to Plan Administrator procedures.
- NOTE: If C.10.i is selected, the Plan Administrator may require that elections be made no later than a certain number of days prior to the beginning of the Plan Year. See Section 4.06(a) for procedures regarding new Participants.
11. The election for a continuing Participant who fails to make an election within the period described in C.10 shall be determined in accordance with the following (Section 4.06(c)-(d)):
- Election not to participate for the Healthcare Reimbursement and Dependent Care Assistance Accounts.** The Participant shall be treated as having elected not to participate in the Plan.
 - Continue same election.** Elections for the applicable Plan Year shall be the same as the elections made in the prior Plan Year.
 - Continue same election for the Premium Conversion Account.** Elections for the applicable Plan Year shall be the same as the elections made in the prior Plan Year but only with respect to the Premium Conversion Account. The Participant shall be treated as having elected not to participate in the Plan with respect to any other Accounts.
12. When may Participants modify elections regarding contributions (Section 4.07(a)):
- At any time permitted under Treas. Reg. section 1.125-4.
 - Pursuant to Plan Administrator procedures.
- 13a. A Participant may elect to continue coverage on a pre-tax or after tax basis for non medical benefits when on leave of absence under the FMLA (Section 4.06(f)):
- Yes - A Participant may continue coverage for all benefits to which he is entitled when on FMLA leave.
 - No - A Participant may continue coverage for Premium Conversion Accounts and Health Care Reimbursement Accounts only.
- 13b. A Participant may elect to continue coverage on a pre-tax or after tax basis pursuant to C.13a when on a leave of absence other than a leave of absence under the FMLA:
- Yes.
 - Yes - but subject to the conditions and limitations described in C.13c.
 - No.
- 13c. If C.13b is "Yes - but subject to conditions and limitations", describe the conditions and/or limitations:

Dependent Care Spend Down

- 15a. Indicate whether Employees that cease to Participate in the cafeteria plan may continue to be reimbursed for eligible dependent care expenses through the end of the Plan Year (or grace period if applicable):
- Yes No
- 15b. If C.15a is "Yes", enter the effective date: _____ (must be on or after August 6, 2007. Please note that under the proposed cafeteria plan regulations, amendments must be effective on the later of the adoption date or effective date of the amendment).

D. PLAN OPERATIONS

Claims

1. Claims for reimbursement for an active Participant must be filed with the Plan Administrator (Section 6.01):
- i. within **90** days following the last day of each Plan Year.
 - ii. by _____.
- 2a. The Plan provides for an earlier deadline for claims submission for Terminated Participants:
 Yes No
- 2b. If D.2a is Yes, claims for reimbursement for a Terminated Participant must be filed with the Plan Administrator (Section 6.01):
- i. within _____ days following Termination of employment.
 - ii. by _____.
- 3a. The Plan provides for a 2-1/2 month grace period described in IRS Notice 2005-42 immediately following the end of each Plan Year (Section 4.05(c)):
- i. Yes.
 - ii. Yes - but limited to the Accounts described in D.3c.
 - iii. No.
- 3b. If D.3a is not "No", enter the first day of the first Plan Year for which the grace period will apply: _____.
- 3c. If D.3a is "Yes - but limited to certain Accounts", enter the Accounts that are eligible for the grace period: _____.
- 3d. If D.3a is not "No" and D.1.i is selected (claims are due within a number of days after the end of the Plan Year), will the same number of days apply to the end of the grace period?
- i. Yes.
 - ii. No - same due date applies for grace period claims.
 - iii. No - claims incurred during the grace period are due: _____.
4. Indicate whether the Company will provide debit, credit, and/or other stored-value cards for Health Care Reimbursement Accounts and/or Dependent Care Assistance Accounts (Section 6.01(i)):
 Yes No

Qualified Reservist Distributions (HEART Act)

- 5a. Permit Qualified Reservist Distributions:
 Yes No
- 5b. If D.5a is "Yes", enter the effective date: **January 1, 2011** (must be on or after June 18, 2008. Please note that under the proposed cafeteria plan regulations, amendments must be effective on the later of the adoption date or effective date of the amendment).
- 5c. If D.5a is "Yes", the amount available as a Qualified Reservist Distribution will be:
- i. The entire amount elected for the Health Care Reimbursement Account for the Plan Year minus Health Care Reimbursement Account reimbursements received as of the date of the Qualified Reservist Distribution request.
 - ii. The amount contributed to the Health Care Reimbursement Account as of the date of the Qualified Reservist Distribution request minus Health Care Reimbursement Account reimbursements received as of the date of the Qualified Reservist Distribution request.
 - iii. Other amount: _____ (not exceeding the entire amount elected for the Health Care Reimbursement Account for the Plan Year minus reimbursements).

Plan Administrator

- 6a. Designation of Plan Administrator (Section 7.01):
- i. Plan Sponsor
 - ii. Committee appointed by Plan Sponsor
 - iii. Other
- 6b. If D.6a.iii is selected, Name of Plan Administrator: _____
- 7a. Type of indemnification for the Plan Administrator (Section 7.02):
- i. None - the Company will not indemnify the Plan Administrator.

- ii. Standard as provided in Section 7.02.
 - iii. Custom.
- 7b. If D.7a.iii (Custom) is selected, indemnification for the Plan Administrator is provided pursuant to an Addendum to the Adoption Agreement.

State Law Rules

- 10a. If A.5 is "No" (non-ERISA Plan), is the Plan subject to other state law rules?
 Yes No
- 10b. If A.5 is "No" (non-ERISA Plan) and D.10a is "Yes," enter any state law rules that apply to the Plan: Florida.

E. EFFECTIVE DATES

Use this Section to provide any effective dates for Plan provisions other than the Effective Date specified in A.3.

F. EXECUTION PAGE

Failure to properly fill out the Adoption Agreement may result in the failure of the Plan to achieve its intended tax consequences.

The Plan shall consist of this Adoption Agreement, its related Basic Plan Document #125 and any related Appendix and Addendum to the Adoption Agreement.

Additional participating employers may be specified in an addendum to the Adoption Agreement.

The undersigned agree to be bound by the terms of this Adoption Agreement and Basic Plan Document and acknowledge receipt of same.

The Plan Sponsor caused this Plan to be executed this ____ day of _____, 2017.

CITY OF DUNEDIN:

Signature: _____

Print Name: _____

Title/Position: _____

City of Dunedin Health Reimbursement Plan Document

Effective Date

The Effective Date of this Plan restatement is October 1, 2017.

Plan Number

The Plan Number is 502.

Plan Year

The Plan Year shall be twelve-month periods beginning each October 1.

Introduction

The City of Dunedin has established this Health Reimbursement Plan (the "Plan") to meet the needs of those of its Employees who are Participants in the Plan. The purpose of this Plan is to provide for the medical protection of eligible employees, their spouses and their dependents by permitting them to receive tax-free reimbursements for qualified expenses. The Plan will provide benefits only for certain items of medical and dental care expenses which are not covered by any other type of employee benefit plan or individual insurance. The Health Reimbursement Plan is authorized and governed by Section 105 and 106 of the Internal Revenue Code of 1986, as amended, other related Sections of the Internal Revenue Code (the "Code"), and specific guidance provided by the IRS in Notice 2002-45. The provisions of this Plan are applicable only to those eligible persons who are Employees of the Employer on or after the Effective Date.

Definitions

- a. **Appeals Committee** – means a committee of at least one (1) individual appointed by the governing body of the Employer.
- b. **Coverage Period** – means a period of time during the Plan Year in which benefits are stable.
- c. **Effective Date** – means October 1, 2017; the original effective date of the Plan is October 1, 2003, the first day benefits became available under the Plan.
- d. **Eligible Employee** – means any Employee who is eligible to participate in an Employer-sponsored health insurance plan, other than a HDHP or another health insurance plan specifically excluded by the Employer.
- e. **Employee** – means a person engaged in the conduct of business for the Employer; excluding sole proprietors, partners, and 2% or greater shareholders in an S-corporation, independent contractors and other classes of individuals specified in the Plan Document, if any.
- f. **Employer** – means the City of Dunedin.
- g. **HDHP or High Deductible Health Plan** – means a health plan that satisfies the deductible limits and other requirements of section 223(c)(2) of the Code.
- h. **Highly Compensated Employee** – means any Employee defined as such by Section 414(q) of the Internal Revenue Code.

- i. HRA – means the Health Reimbursement Account established for a specific Eligible Employee.
- j. Key Employee – means any Employee defined as such by Section 416(i)(1) of the Internal Revenue Code.
- k. Participant – means an Eligible Employee either actively at work, on Qualified Leave, or continuing coverage upon termination of eligibility through COBRA or FMLA.
- l. Participant Classification – means a group of similarly-situated participants defined by the Employer for the purpose of determining the level of employer contributions.
- m. Plan Administrator – means the Employer.
- n. Plan Sponsor – means the Employer.
- o. Plan – means the Health Reimbursement Plan.
- p. Plan Administrator – means the entity that makes decisions regarding the operation of the Health Reimbursement Plan.
- q. Plan Sponsor – means the entity that makes the Health Reimbursement Plan available to employees.
- r. Plan Year - means a specific 12 month period beginning on October 1 and ending on September 30.
- s. Qualified Leave – means a period of time when the employee would have been scheduled to work but was excused under the Family Medical Leave Act or due to a call to active duty under one of the branches of the United States military or National Guard.

Eligibility

Any current employee who receives benefits under the specific medical plan (or plans) designated by the City of Dunedin during the open enrollment period prior to the beginning of the plan year is eligible to receive benefits under the Health Reimbursement Plan. Such plan may not be a HDHP. Employees receiving benefits from non-designated medical plans (such as a HDHP), or that do not participate in a City- provided medical plan, will be excluded from participating in the Health Reimbursement Plan.

Termination of Eligibility

The Employee’s participation in the Health Reimbursement Plan will cease upon the earlier of the following:

- a. termination of employment;
- b. termination of the Plan;
- c. amendment to the Plan which terminates coverage of a classification of Employees to which the Participant belongs;
- d. the Participant fails to meet the Eligibility Requirements.

Employees may elect to continue participation under the Health Reimbursement Plan as permitted under the Family Medical Leave Act (FMLA) or the Consolidated Omnibus Budget Reconciliation Act (COBRA).

Upon termination of participation, the Employee shall have access to the Benefits through the last day of the month in which the termination occurred.

If participation ceases, and the Employee was an Eligible Employee of the City of Dunedin for six consecutive full years, the Employer will deposit on the Employee's behalf any unused funds into a Retiree Medical Reimbursement Account within 120 days after the end of the Plan Year in which the participation ceases. Unused funds shall be limited to any amounts carried forward from prior Plan Years, plus the one twelfth (1/12) of the Employer Contribution for the current Plan Year for each month the Employee was a Participant, minus reimbursements. If the result of the calculation is zero or a negative number, no funds will be deposited on the Employee's behalf.

If eligibility ceases, and the Employee was an eligible employee of the City of Dunedin for less than three consecutive full years, any unused funds will be forfeited within 120 days after the end of the Plan Year in which the participation ceases.

Employer Contributions

The Employer shall announce to Eligible Employees prior to the beginning of each plan year the amount of contributions the Employer will make on the Eligible Employee's behalf and for each Participant Classification.

Benefits

The Employer will reimburse the Participants for out-of-pocket expenses associated with medical products or services covered by the City-designated medical plan(s), up to the amount available in the HRA, provided the request for reimbursement and supporting documentation meet the following conditions:

- a. Medical expenses must be incurred while the participant is a Participant. Expenses are incurred when services are rendered, not when the expense is paid.
- b. Expenses must be incurred for the Participant or the Participant's dependent covered under the City-designated medical plan(s).
- c. Expenses must not be reimbursed by any other plan.
- d. Premiums paid with tax-free income are not eligible expenses.

No later than ninety (90) days following the date upon which the Participant submits appropriate claim information, the Employer shall reimburse the Participant up to the specified amount for a given Coverage Period for all amounts incurred by the Participant during the Plan Year for medical fees, services and supplies covered by the City-designated medical plan(s). The Employer shall not reimburse the Participant for any amounts payable under any other employee benefit plan or policy or any individual insurance by which the Participant, his spouse, or dependents are covered. All such reimbursements must comply with Code Section 213(d), however, the Employer may restrict or limit such coverage by means of administrative rules provided such rules are made known to Employees prior to the beginning of each Plan Year or the date of the Employee's eligibility, as applicable.

Coordination with the Health Care Flexible Spending Account Plan

Expenses reimbursed by the Employer's Health Care Flexible Spending Account (FSA) may not also be reimbursed by the HRA or charged on the City-provided debit card

Claim Filing Methods

The Covered Employee may access available funds in the HRA for qualified expenses by either using a City-provided debit card or by filing a claim for reimbursement via paper.

Claims Substantiation

The Covered Employee must submit a statement on an appropriate form containing the Covered Employee's certification that the claimed expenses are Eligible Health Care Expenses, and/or other information the Plan Administrator may find necessary. The claim submission must also include written evidence from an independent third-party receipt, bill, or statement of benefits from an insurer containing sufficient information to verify the above conditions were met. This substantiation requirement may be waived for certain debit card transactions meeting specific standards issued by the IRS, such as the charging of the exact amount of a copayment at a vendor that provides medical products or services.

Claims Procedure

A Participant shall make a claim for benefits by making a request in accordance with the terms of this Plan Document. Requests must be received within ninety (90) days after the end of the Plan Year for amounts incurred within the Plan Year.

If a claim is wholly or partially denied, notice of a decision shall be furnished to the Participant within a reasonable period of time, not to exceed ninety (90) days after receipt of the claim by the Plan Administrator, unless special circumstances require an extension of time for processing the claim. If an extension of time is required, written notice of the extension shall be furnished to the Participant prior to the termination of the initial ninety (90) day period. In no event shall the extension exceed a period of ninety (90) days from the end of the initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date on which the Plan Administrator expects to render a decision.

The Plan Administrator shall, upon request, provide a Participant who is denied a claim for benefits written notice setting forth, in a manner calculated to be understood by the claimant, the following:

- a. a specific reason or reasons for the denial;
- b. specific reference to pertinent Plan provisions upon which the denial is based;
- c. a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why that material or information is necessary;
- d. an explanation of the Plan's claim review procedure, as set forth below.

The purpose of the review procedure set forth herein is to provide a procedure by which a Participant, under the Plan, may have reasonable opportunity to appeal a denial of a claim to the Appeals Committee for a full and fair review. To accomplish that purpose, the Participant, or his duly authorized representative may:

- a. request review upon written application to the named fiduciary;
- b. review pertinent Plan documents; and
- c. submit issues and comments in writing.

A Participant or his duly authorized representative shall request a review by filing a written application for review with the Appeals Committee at any time within sixty (60) days after receipt of written notice of the denial of his claim.

Decision on review of a denied claim shall be made in the following manner:

a. The decision on review shall be made by the Appeals Committee, which may, in its discretion, hold a hearing on the denied claim; the Appeals Committee shall make its decision not later than sixty (60) days after the Plan Administrator receives the request for review, unless special circumstances require extension of time for processing, in which case a decision shall be rendered as soon as possible, but not later than one hundred twenty (120) days after receipt of the request for review. If an extension of time for review is required, written notice of the extension shall be furnished to the Participant prior to the commencement of the extension.

b. The decision on review shall be in writing and shall include specific reasons for the decision, written in a manner calculated to be understood by the Participant, and specific references to the pertinent Plan provisions on which the decision is based.

c. In the event that the decision on review is not furnished within the time period set forth above, the claim shall be deemed denied on review.

If a dispute arises with respect to any matter under this Plan, the Plan Administrator may refrain from taking any other or further action in connection with the matter involved in the controversy until the dispute has been resolved.

Repayment of Ineligible Reimbursements

If a Covered Employee receives payments under this Plan that exceed the amount of Eligible Health Care Expenses substantiated by the Covered Employee during the Plan Year, the Plan Administrator will notify the Covered Employee in writing of such excess amount, and the Covered Employee will repay that excess amount to the Plan within 60 days after receiving the notice.

Funding

Contributions required to pay benefits under this Plan shall consist of contributions by the Employer on behalf of Eligible Employees.

Plan Administration

The Employer serves in the role of both Plan Sponsor and Plan Administrator. The Employer may establish reasonable rules and procedures affecting the operation of the plan as long as such rules are consistent with all laws and regulations and are applied consistently.

The Employer may change the Health Reimbursement Plan at any time, including administrative rules, procedures and employer contributions, without prior notice.

The Employer may suspend or terminate the Health Reimbursement Plan at any time, without prior notice.

The Employer may amend the Health Reimbursement Plan retroactively to enable the Plan to qualify under Sections 105, 106 and other applicable Sections of the Internal Revenue Code. No such amendment shall deprive any Participant of any benefit to which he or she is entitled under this Plan, except as provided under the nondiscrimination rules.

Neither the Employer nor any agent of the Employer or the Plan represent or guarantee that the Plan will qualify under the Internal Revenue Code at any time, nor is the Employer obligated to amend any aspect of the Plan which results in failure to meet the requirements of the Internal Revenue Code.

Nondiscrimination Rules

The Health Reimbursement Plan shall not discriminate in favor of Highly Compensated or Key employees in its benefits or its operation.

The Employer may amend the Plan, terminate the Plan, or modify the participation levels of Highly Compensated or Key employees to bring the Plan into compliance with the nondiscrimination rules.

HIPAA Provisions

As a HIPAA Health Plan, the Plan shall comply with the standards for privacy of protected health information as set forth in the Privacy Rule, the security standards for the protection of Electronic PHI as set forth in the Security Rule, and the notification requirements for Breaches of Unsecured PHI under the Breach Notification Rule.

Definitions: For purposes of this section, the following definitions apply:

a. "Breach" shall mean the acquisition, access, use, or disclosure of an individual's PHI in a manner not permitted under the Privacy Rule. A Breach shall be presumed unless the Plan determines there is a low probability that the PHI has been compromised. A Breach does not include: (1) an unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access, or use was in good faith and within the scope of authority and does not result in a further

impermissible use or disclosure; (2) an inadvertent disclosure by a person who is authorized to access PHI to another person authorized to access PHI at the same covered entity or business associate or organized health care arrangement and the information received is not further used or disclosed in a manner not permitted under the Privacy Rule; or (3) a disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

b. "Breach Notification Rule" means the regulations issued under HIPAA set forth in subpart D of 45 CFR Part 164.

c. "Electronic Protected Health Information" or "Electronic PHI" means PHI that is transmitted by or maintained in electronic media.

d. "Health Care Operations" is as defined under 45 CFR §160.501.

e. "HIPAA Health Plan," as defined under 45 CFR §160.103, means an individual or group plan that provides, or pays the cost of, medical care, and includes those plans and arrangements listed in 45 CFR §160.103.

f. "Payment" is as defined under 45 CFR §160.501, and means activities undertaken by a HIPAA Health Plan to obtain contributions or to determine or fulfill its responsibility for coverage and provision of benefits, or to obtain or provide reimbursement for the provision of health care.

g. "Privacy Policy" means the Employer HIPAA Privacy Policy.

h. "Privacy Rule" means the regulations issued under HIPAA set forth in subpart E of 45 CFR Part 164.

i. "Protected Health Information" or "PHI" means individually identifiable health information that (1) relates to the past, present, or future physical or mental condition of a current or former Participant, Spouse, or Dependent, provision of health care to a Participant, Spouse, or Dependent, or payment for such health care; (2) can either identify the Participant, Spouse, or Dependent, or there is a reasonable basis to believe the information can be used to identify the Participant, Spouse, or Dependent; and (3) is received or created by or on behalf of the Plan.

j. "Responsible Employee" means an employee (including a contract, temporary, or leased employee) of the Plan or of the Employer whose duties (1) require that the employee have access to PHI for purposes of Payment or Health Care Operations; or (2) make it likely that the employee will receive or have access to PHI. Persons designated as Responsible Employees are described in Section 10.3. A Responsible Employee shall also include any other employee (other than a designated Responsible Employee) who creates or receives PHI on behalf of the Plan, even though the employee's duties do not (or are not expected to) include creating or receiving PHI. Responsible Employees are within the Employer's HIPAA firewall when they perform Plan functions.

k. "Security Incident," as defined under 45 CFR §164.304, means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

l. "Security Rule" means the regulations issued under HIPAA set forth in subpart C of 45 CFR Part 164.

Responsible Employees. Only Responsible Employees shall be permitted to use, disclose, create, receive, access, maintain, or transmit PHI or Electronic PHI on behalf of the Plan. The use or disclosure of PHI or Electronic PHI by Responsible Employees shall be restricted to the Plan

administration functions that the Employer performs on behalf of the Plan pursuant to Section 10.4.

Unless the plan sponsor takes separate action to designate “Responsible Employees,” employees who perform the following functions on behalf of the Plan are Responsible Employees: (1) claims determination and processing functions; (2) Plan vendor relations functions; (3) benefits education and information functions; (4) Plan administration activities; (5) legal department activities; (6) Plan compliance activities; (7) information systems support activities; (8) internal audit functions; and (9) human resources functions. In addition to those individuals described in subsection (a), the Plan HIPAA privacy officer and security official, and employees to whom the Plan HIPAA privacy officer and security official have delegated any of the following responsibilities, shall also be Responsible Employees: (1) implementation, interpretation, and amendment of the Privacy Policy; (2) Privacy Rule, Breach Notification Rule, or Security Rule training for Employer employees; (3) investigation of and response to complaints by Participants, Spouses, Dependents, and/or employees; (4) preparation, maintenance, and distribution of the Plan’s privacy notice; (5) response to requests by Participants, Spouses, or Dependents to inspect or copy PHI; (6) response to requests by Participants, Spouses, or Dependents to restrict the use or disclosure of their PHI; (7) response to requests by Participants, Spouses, or Dependents to receive communications of their PHI by alternate means or in an alternate manner; (8) amendment and response to requests to amend the PHI of Participants, Spouses, or Dependents; (9) response to requests by Participants, Spouses, or Dependents for an accounting of disclosures of their PHI; (10) response to requests for information by the Department of Health and Human Services; (11) approval of disclosures to law enforcement or to the military for government purposes; (12) maintenance of records and other documentation required by the Privacy Rule, Breach Notification Rule, or Security Rule; (13) negotiation of Privacy Rule, Breach Notification Rule, and Security Rule provisions and/or reasonable security provisions into contracts with third-party service providers; (14) maintenance of Plan PHI or Electronic PHI security documentation; or (15) approval of access to Electronic PHI by Participants, Spouses, or Dependents.

Permitted Uses and Disclosures. Responsible Employees may access, request, receive, use, disclose, create, and/or transmit PHI only to perform certain permitted and required functions on behalf of the Plan, consistent with the Privacy Policy. This includes:

- a. uses and disclosures for the Plan’s own Payment and Health Care Operations functions;
- b. uses and disclosures for another HIPAA Health Plan’s Payment and Health Care Operations functions;
- c. disclosures to a health care provider, as defined under 45 CFR §160.103, for the health care provider’s treatment activities;
- d. disclosures to the Employer, acting in its role as Plan sponsor, of (1) summary health information for purposes of obtaining health insurance coverage or premium bids for HIPAA Health Plans or for making decisions to modify, amend, or terminate a HIPAA Health Plan; or (2) enrollment or disenrollment information;
- e. disclosures of a Participant’s, Spouse’s, or Dependent’s PHI to the Participant or the Dependent or his or her personal representative, as defined under 45 CFR §164.502(g);

- f. disclosures to a Participant's, Spouse's, or Dependent's family members or friends involved in the Participant's, Spouse's, or Dependent's health care or payment for the Participant's, Spouse's, or Dependent's health care, or to notify a Participant's, Spouse's, or Dependent's family in the event of an emergency or disaster relief situation;
- g. uses and disclosures to comply with workers' compensation laws;
- h. uses and disclosures for legal and law-enforcement purposes, such as to comply with a court order;
- i. disclosures to the Secretary of Health and Human Services to demonstrate the Plan's compliance with the Privacy Rule, Security Rule, or Breach Notification Rule;
- j. uses and disclosures for other governmental purposes, such as for national security purposes;
- k. uses and disclosures for certain health and safety purposes, such as to prevent or lessen a threat to public health, to report suspected cases of abuse, neglect, or domestic violence, or relating to a claim for public benefits or services;
- l. uses and disclosures to identify a decedent or cause of death, or for tissue donation purposes;
- m. uses and disclosures required by other applicable laws; and
- n. uses and disclosures pursuant to the Participant's authorization that satisfies the requirements of 45 CFR §164.508.

Prohibited Uses and Disclosures. Notwithstanding anything in the Plan to the contrary, use or disclosure of Protected Health Information is prohibited in the following situations.

- a. **Genetic Information.** Use or disclosure of Protected Health Information that is Genetic Information about an individual for underwriting purposes shall not be a permitted use or disclosure. The term "underwriting purposes" includes determining eligibility for benefits, computation of premium or contribution amounts, or the creation, renewal, or replacement of a contract of health insurance.
- b. **Employment-Related Actions.** Use or disclosure of Protected Health Information for the purpose of employment-related actions or decisions shall not be a permitted use or disclosure.
- c. **Other Benefits.** Use or disclosure of Protected Health Information in connection with any other benefit or employee benefit plan of the Employer, except as expressly permitted in Section 10.4, shall not be a permitted use or disclosure.

Disclosure by Health FSA. The Health FSA may disclose PHI, including Electronic PHI, to Responsible Employees. The Employer agrees:

- a. not to use or further disclose PHI other than as permitted or required by this Article and the Privacy Policy or as required by law;
- b. to take reasonable steps to ensure that any agents to whom the Employer provides PHI or Electronic PHI received from the Plan agree: (1) to the same restrictions and conditions that apply to the Employer with respect to such PHI; and (2) to implement reasonable and appropriate security measures to protect such Electronic PHI;

- c. not to use or disclose PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer other than another Health Plan;
- d. to report to the Plan any use or disclosure of PHI, including Electronic PHI, that is inconsistent with the uses or disclosures described in Section 10.4, or any Security Incident, of which the Employer becomes aware;
- e. to make available PHI for inspection and copying in accordance with 45 CFR §164.524;
- f. to make available PHI for amendment, and to incorporate any amendments to PHI, in accordance with 45 CFR §164.526;
- g. to make available PHI required to provide an accounting of disclosures in accordance with 45 CFR §164.528;
- h. to make its internal practices, books, and records relating to the use and disclosure of PHI and Electronic PHI, received on behalf of the Plan, available to the Secretary of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Rule, the Breach Notification Rule, or the Security Rule;
- i. if feasible, to return or destroy all PHI and Electronic PHI received from the Plan that the Employer still maintains in any form and retain no copies of such PHI and Electronic PHI when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of PHI infeasible and Electronic PHI;
- j. to take reasonable steps to ensure that there is adequate separation between the Plan and the Employer's activities in its role as Plan sponsor and employer, and that such adequate separation is supported by reasonable and appropriate security measures; and
- k. to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic PHI that the Employer creates, receives, maintains, or transmits on behalf of the Plan.

Mitigation. In the event of noncompliance with any of the provisions set forth in this section:

- a. The HIPAA privacy officer or security official, as appropriate, shall address any complaint promptly and confidentially. The HIPAA privacy officer or security official, as appropriate, first will investigate the complaint and document the investigation efforts and findings.
- b. If PHI, including Electronic PHI, has been used or disclosed in violation of the Privacy Policy or inconsistent with this Article, the HIPAA privacy officer and/or the security official, as appropriate, shall take immediate steps to mitigate any harm caused by the violation and to minimize the possibility that such a violation will recur.
- c. If a Responsible Employee or other Employer employee is found to have violated the Privacy Policy and/or policy developed under the Security Rule, such personnel shall be subject to disciplinary action up to and including termination.

Breach Notification. Following the discovery of a Breach of unsecured PHI, the Plan shall notify each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed as a result of a Breach, in accordance with 45 CFR §164.404, and shall notify the Secretary of Health and Human Services in accordance with 45 CFR §164.408. For a

breach of unsecured PHI involving more than 500 residents of a State or jurisdiction, the Plan shall notify the media in accordance with 45 CFR §164.406. "Unsecured PHI" means PHI that is not secured through the use of a technology or methodology specified in regulations or other guidance issued by the Secretary of Health and Human Services.

Other Important Information

Participation in the Health Reimbursement Plan does not create an employment contract between the Employer and the Employee, nor does the Health Reimbursement Plan serve as an inducement or consideration for the employment of any Employee or Participant. The Health Reimbursement Plan does not give the Employee or Participant the right to be retained by the Employer, nor does it interfere with the right of the Employer to discharge the Employee or Participant at any time. The Employee or Participant, upon dismissal or voluntary termination, shall have no right or interest in the Plan unless such right is expressly stated by the Plan.

Any Employee may request a copy of the Health Reimbursement Plan.

No benefit under the Health Reimbursement Plan may be assigned to another party.

This plan may be amended, suspended or terminated at any time by the governing body of the Employer.

Indemnification of Persons Acting on Behalf of the Employer

The Employer agrees to indemnify and reimburse, to the fullest extent permitted by law, its current and former governing board (if any), management and/or other employees acting for the Employer, for any and all expenses, liabilities or losses arising out of any act or omission relating to the performance of services for or for the management and administration of the Plan.

Headings

The headings in this Plan have been included for convenience or reference only and are to be ignored in any construction of the provisions herein.

Gender and Number

In the construction of the Plan, the masculine shall include the feminine or neuter, and the singular shall include the plural and vice versa in all cases where such meanings would be appropriate.

Agent for Service of Legal Process

Name: _____
Title: _____
Address: _____
Phone: _____

Governing Law

This Plan shall be construed, enforced and administered according to the laws of the State of Florida.

IN WITNESS WHEREOF, the Employer has caused this Plan to be executed on this day of _____, 20____.

By: _____

Printed Name: _____

Title: _____

ATTEST:

By: _____

Printed Name: _____

Title: _____