Consent Agenda ☐ Regular Agenda ☑ Public Hearing ☐

Subject:
Conveyance of Land per §125.38 Florida State Statutes, 2015.

Submitted By: City of Largo
Property Address: P. O. Box 296
Largo, Florida 34649

File No.: 1477

Department: Real Estate Management
Public Works

Staff Member Responsible: Andrew W. Pupke, Director
Kelli Levy, Manager

Recommended Action:
I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) CONSIDER DECLARING COUNTY-OWNED PROPERTY SURPLUS, AUTHORIZE CONVEYANCE OF COUNTY LAND TO THE CITY OF LARGO, AND IF GRANTED, ADOPT THE ATTACHED RESOLUTION PURSUANT TO FLORIDA STATUTE §125.38 (2015), AND AUTHORIZE THE CLERK TO ATTEST AND RECORD THE COUNTY DEED AND THE RESOLUTION IN THE PUBLIC RECORDS OF PINELAS COUNTY.

Summary Explanation/Background:
The City of Largo (City) pursuant to §125.38 has requested that the Board convey the property, and the County is required to convey the same, as set forth in the resolution.

Two (2) lots were purchased by the County on January 30, 1996 as a part of an agreement for the purpose of using the property as a construction site for an environmental habitat restoration project. At the completion of the project, the property was to be transferred to the City. A separate agreement with the Southwest Florida Water Management District (SWFWMD) was executed for the joint participation in the design and construction of the project, as the project was located within the city limits of Largo and would provide for the future transfer of the property ownership to the City. The project was completed June 10, 1997. Due to an oversight, the land was not transferred to the City at project completion. This recommended action effects the transfer pursuant to the Agreements with Largo and SWFWMD.

Fiscal Impact/Cost/Revenue Summary:
N/A

Exhibits/Attachments Attached:
Contract Review Transmittal
County Deed
Resolution
Agreement with City of Largo
SWFWMD Assignment Authorization
Location Map
NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP

PROJECT: Conveyance of Property

CONTRACT NO.: N/A  ESTIMATED EXPENDITURE / REVENUE: 0.00
(Circle or underline appropriate choice above.)

In accordance with Contract Administration and its Review Process, the attached documents are submitted for your review and comment. Please complete this Non-Purchasing Contract Review Transmittal Slip below with your assessment, and forward to the next Review Authority on the list, skipping any authority marked “N/A.” Indicate suggested changes by noting those in “Comments” column, or by revising, i.e. “...,” the appropriate section(s) of the document(s) to reflect the exact wording of the desired change(s).

OTHER SPECIFICS RELATING TO THE CONTRACT:

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<tr>
<th>REVIEW SEQUENCE</th>
<th>DATE</th>
<th>INITIAL/SIGNATURE</th>
<th>COMMENTS (IF ANY)</th>
<th>COMMENTS REVIEWED &amp; ADDRESSED OR INCORPORATED</th>
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<td>Originator:</td>
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<td>Sean Griffin</td>
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<td>Real Estate Mgmt:</td>
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<td>Public Works:</td>
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<td>Kelli Levy</td>
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<td>Legal:</td>
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<td>Chelsea Hardy</td>
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<td>Asst. Co Administrator:</td>
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Please return to Real Property Division.
All inquiries should be made to Cynthia M. Harris ext 43773.

** See Contract Review Process
COUNTY DEED

THIS DEED, made this ___ day of ________________, 20__, by PINELLAS COUNTY, whose address is 509 East Avenue South, Clearwater, FL 33756, a political subdivision of the State of Florida, hereinafter referred to as “Grantor”, and CITY OF LARGO, whose address is P. O. Box 296, Largo, Florida, 34649, hereinafter referred to as “Grantee.”

WITNESSETH

That the said Grantor, for and in consideration of the sum of One Dollar ($1.00) to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has released, granted, bargained and sold to the Grantee, its successors and assigns forever, the following described land lying and being in Pinellas County, Florida:

Lands described in Exhibit “A” attached hereto and by this reference made a part hereof.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chairman of said Board, the day and year first written above.

ATTEST: KEN BURKE
Clerk of the Circuit Court

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

By: ____________________________ By: ____________________________
Deputy Clerk Chairman

(Official Seal)
EXHIBIT “A”

Lots 1 and 1A, Belleair Cove, according to the plat thereof, as recorded in Plat Book 72, Page 37 of the Public Records of PINELLAS COUNTY, Florida;

together with

Lot 2 and Water Lot 2A, Belleair Cove, according to the plat thereof, as recorded in Plat Book 72, Page 37 of the Public Records of PINELLAS COUNTY, Florida;

All lying within the NW ¼ of Section 25, Township 29 South, Range 15 East, Pinellas County, Florida.
RESOLUTION NO.__________

RESOLUTION DECLARING COUNTY-OWNED PROPERTY SURPLUS, AUTHORIZING CONVEYANCE TO THE CITY OF LARGO, FLORIDA, PURSUANT TO FLORIDA STATUTES, SECTION 125.38.

WHEREAS, in accordance with Florida Statutes, Section 125.38, Pinellas County (County) desires to declare two County-owned properties surplus, as described in Exhibit “A,” and convey to the City of Largo, Florida (City); and

WHEREAS, the County holds title to this property by Warranty Deed dated October 6, 1995 and October 18, 1995, recorded in Official Records Book 9133, Page 1283 and Official Records Book 9138, Page 475; and

WHEREAS, the City is a municipal corporation of this state, and has a public use or community interest in the property; and

WHEREAS, the County is required to convey the property to the City of Largo pursuant to an agreement between the County and City date February 16, 1996; and

WHEREAS, this Board has determined that it is in the best interest of the County to convey this property, as described in Exhibit “A,” including all mineral rights, that are or may be in, on, or under the land, to the City; and

WHEREAS, this property will be conveyed by County Deed;
NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS of Pinellas County, Florida, in regular session duly assembled on this _____ day of ______________, 20__, that this Board declare this County-owned property surplus and grant authorization to convey to the City, by County Deed, as set forth herein above.

NOW BE IT FURTHER RESOLVED, that this Board of County Commissioners shall adopt this resolution and execute the County Deed, with authorization for the Clerk to attest, and record this resolution and County Deed in the Public Records of Pinellas County, Florida.

Commissioner ________________ offered the foregoing resolution and moved its adoption, which was seconded by Commissioner ________________ and upon roll call, the vote was:

AYES:

NAYS:

ABSENT AND NOT VOTING:

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

BY ________________
ATTORNEY
EXHIBIT “A”

Lots 1 and 1A, Belleair Cove, according to the plat thereof, as recorded in Plat Book 72, Page 37 of the Public Records of PINELLAS COUNTY, Florida;

together with

Lot 2 and Water Lot 2A, Belleair Cove, according to the plat thereof, as recorded in Plat Book 72, Page 37 of the Public Records of PINELLAS COUNTY, Florida;

All lying within the NW ¼ of Section 25, Township 29 South, Range 15 East, Pinellas County, Florida.
AGREEMENT between PINELLAS COUNTY and the CITY OF LARGO for HABITAT RESTORATION at ALLEN'S CREEK AND ST. PAUL'S DRIVE

THIS AGREEMENT, made and entered into this __ day of __, 1996, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and the City of Largo, a municipal corporation, hereinafter referred to as the CITY.

WITNESSETH, That:

WHEREAS, the COUNTY, in cooperation with the Southwest Florida Water Management District (SWFWMD), intends to perform certain habitat enhancement and restoration activities at Allen's Creek and St. Paul's Drive, hereinafter referred to as the PROJECT, and

WHEREAS, the COUNTY intends to purchase ownership and/or control over an approximately two-acre tract of land, hereinafter referred to as the PROJECT SITE, at St. Paul's Drive and Allen's Creek within the corporate limits of the CITY, more specifically described as Belleair Cove Subdivision, lots 1 and 2 and water lots 1a and 2a, and

WHEREAS, the COUNTY and the CITY desire that upon completion of the PROJECT, the PROJECT SITE be maintained as an estuarine habitat as natural in character and function as possible;
NOW THEREFORE, in consideration of mutual covenants and conditions contained herein, the parties mutually agree as follows:

SERVICES PROVIDED BY THE COUNTY

1. Prior to construction of the PROJECT, the COUNTY will deliver to the CITY one complete set of construction drawings for the PROJECT, plus one copy of the interagency agreement between the COUNTY and the SWFWMD for design, permitting and construction of the PROJECT.

2. Upon acceptance of the completed PROJECT by the COUNTY and the SWFWMD, all deeds of ownership and easements for the PROJECT SITE held by the COUNTY shall be transferred to the CITY.

3. If the COUNTY is unsuccessful in acquiring ownership or control of the PROJECT SITE and/or the COUNTY and the SWFWMD have not completed the PROJECT within three years following execution of this agreement, the agreement shall become null and void.

SERVICES TO BE PERFORMED BY THE CITY

1. The CITY shall be invited to participate in the design, utility coordination, pre-construction conference and other meetings as necessary for PROJECT coordination.

2. Upon acceptance of the completed PROJECT by the COUNTY and the SWFWMD, title to the PROJECT SITE shall be deeded to the CITY and the CITY shall retain ownership of the PROJECT SITE, subject to the conditions of paragraph 3 and 4 below, and subject to the condition that the COUNTY may use the site as a wetland mitigation bank for future COUNTY projects.

3. Upon acceptance of the completed PROJECT the CITY shall assume responsibility for removal of exotic weeds and brush, such as cattails and Brazilian pepper, maintenance of the marsh and any drainage structures, monitoring of plant growth and all other maintenance of the PROJECT SITE in accordance with the CITY’S maintenance schedules. Where feasible, removal of exotics will be manual, inclusive of hand tools and/or chain saws; at a minimum, biannual removal of new and re-sprouts should be performed until native vegetation
sufficiently covers open ground to the exclusion of exotic species. The CITY shall assume authority and responsibility for all operations, monitoring, restoration and maintenance as may be specified in the environmental permit documents for the PROJECT. The CITY shall not permit or allow any chemical aquatic vegetation inhibitor or weed killing agent within the confines of the marsh or its immediate banks, except as may be necessary for control of exotic vegetation where hand removal is not feasible.

4. Title to the PROJECT SITE shall be accepted by the CITY with the understanding that the land thereby conveyed shall be used solely and perpetually as a natural conservation area and that the Grantee, its successors and assigns shall forever maintain the land in its present state, subject to the conditions of any easements, mitigation banking and environmental permitting.

WRITTEN NOTICES

All written communication with the COUNTY under this agreement shall be hand-delivered or mailed to:

Pinellas County Director of Public Works
315 Court Street
Clearwater, Florida 34616

All written communication with the CITY under this agreement shall be hand-delivered or mailed to:

City of Largo Director of Public Works
Post Office Box 296
Largo, Florida 34649

ENTIRETY OF AGREEMENT

This document embodies the whole Agreement of the parties. There are no promises, terms, conditions of allegations other than those contained herein and this document shall supersede all previous communications, representations and/or agreements, whether written or verbal, between the parties hereto. This Agreement shall be binding upon the parties, their successors, assigns and legal representatives. Nothing in this agreement shall be construed as creating a third-party beneficiary status on persons not parties to this agreement.
AGREEMENT between PINELLAS COUNTY
and the
CITY OF LARGO
for
HABITAT RESTORATION
at
ALLEN'S CREEK and ST. PAUL'S DRIVE

IN WITNESS WHEREOF, the parties have caused these present to be executed the day and year first above written.

CITY OF LARGO, a municipal corporation of the State of Florida
By: [Signature]
City Manager

ATTEST:
By: [Signature]
Clerk of Council

APPROVED AS TO FORM:
By: [Signature]
City Attorney

PINELLAS COUNTY, a political subdivision of the State of Florida
By: [Signature]
Chairman
Board of County Commissioners

ATTEST:
By: [Signature]
Karleen F. DeBlaker,
Clerk of the Circuit Court

APPROVED AS TO FORM:
By: [Signature]
County Attorney
March 18, 1996

Mr. James Richter
Pinellas County
440 Court Street
Clearwater, Florida 34616

Subject: Allen's Creek Assignment Authorization: Maintenance to City of Largo

Dear Mr. Richter:

Enclosed please the requested assignment authorization, regarding the Allen’s Creek Habitat Restoration project. Specifically, this concerns the proposed post construction maintenance responsibilities being transferred to the City of Largo. Please send me a final copy of the amendment to the existing agreement between the County and the City, regarding this site, for our records.

Please call me if you have any questions on this authorization, at (813) 985-7481, extension 2203 or Suncom 578-2203. Thank you for your help with this issue.

Sincerely,

Thomaz Ries, Environmental Scientist
Surface Water Improvement and Management (SWIM) Department

enclosure

cc: Michael J. Perry, Director, SWIM Department
ASSIGNMENT AUTHORIZATION

In accordance with Pinellas County's written request (copy enclosed), the DISTRICT hereby authorizes Pinellas County to assign its obligation to perform post construction maintenance as required in Section 13.1 under the "Cooperative Agreement Between the District and the County for Habitat Enhancement/Restoration at Allen's Creek and St. Paul's Drive" dated October 17, 1995 to the City of Largo. Pinellas County shall not be relieved from any obligation stated herein until the District receives written acceptance of said obligation from the City of Largo and a copy of said agreement with the language regarding the potential use of this area as mitigation, stricken from their existing agreement.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: [Signature] Date: 3-17-96
Peter G. Hubbell, Executive Director