

AGREEMENT FOR WASTEWATER TRANSMISSION, TREATMENT, AND DISPOSAL SERVICES BETWEEN PINELLAS COUNTY AND THE CITY OF PINELLAS PARK.

THIS AGREEMENT, made and entered into as of the 3rd day of February , 2026, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter referred to as "COUNTY," and the CITY OF PINELLAS PARK, FLORIDA, a municipal corporation within said Pinellas County, acting by and through its CITY Council, hereinafter referred to as "CITY".

WITNESSETH:

WHEREAS, the COUNTY owns and operates a public domestic wastewater system consisting generally of a collection and transmission system and a treatment and disposal system as depicted and described in the Wholesale Wastewater Service Agreement Between Pinellas County and the City of Pinellas Park Exhibit "A"; and

WHEREAS, the CITY operates a wastewater collection system to serve the CITY and its inhabitants, and in the connection therewith, deems it advisable and in its best interest to utilize the transmission, treatment, and disposal services offered by the COUNTY to transmit, treat, and dispose of the CITY'S wastewater; and

WHEREAS, the COUNTY's facilities have sufficient capacity to adequately transmit, treat, and dispose of the present and anticipated future volumes of wastewater from both the COUNTY and the CITY; and

WHEREAS, the COUNTY from time to time upgrades its transmission, treatment, and disposal facilities to meet environmental, regulatory, and public interest demands; and

WHEREAS, the COUNTY and the CITY previously entered into an Agreement for Wastewater Transmission, Treatment, and Disposal Services dated March 1, 2001, approved by the Pinellas County Board of County Commissioners on September 23, 2003, for a term of twenty-five (25) years effective March 1, 2001, which agreement will expire on or about March 1, 2026, and both parties now desire to replace and supersede said prior agreement with this updated Agreement.

NOW, THEREFORE, in consideration of the monies hereinafter agreed to be paid and the mutual covenants contained herein, the parties hereby mutually agree as follows:

1. The COUNTY hereby agrees to accept all wastewater delivered by the CITY to the point of connection located adjacent to 8500 Belcher Road South, mutually agreed upon by the COUNTY and the CITY. The COUNTY agrees to transmit, treat, and dispose of the wastewater received from the CITY in its wastewater system.
2. Compliance with Federal, State, and Local Regulations. All treatment and disposal operations shall meet the environmental, bacterial, and chemical quality standards of the Florida Department of Environmental Protection, the U.S. Environmental Protection Agency, and all other regulatory agencies, whether federal, state or local.

3. Use. The discharge of the wastewater from the CITY's system to the COUNTY's system shall be regulated and shall conform with the conditions established in Pinellas County Code 126 as may be amended from time to time. The CITY agrees to prohibit the delivery of wastewater to the COUNTY system that will interfere with the treatment process of treated effluent quality and agrees to provide or require such pretreatment of wastewater to meet acceptable standards of the COUNTY as provided in the Code.
4. The CITY understands and acknowledges that the infiltration and inflow of fresh or saltwater into the CITY's wastewater systems causes the COUNTY's capacity to treat domestic wastewater to be diminished and limits the COUNTY's ability to utilize the treated effluent. The CITY agrees to keep its wastewater collection system in a state of repair or condition so that infiltration and inflow are not excessive, will not cause damage to the COUNTY's transmission and treatment facilities, or lower the COUNTY's effluent water quality. Should the infiltration and inflow of saltwater in the CITY's collection system cause a degradation of treatment plant operations or the quality of treated effluent and the CITY refuses to correct such infiltration and inflow, the COUNTY may at its sole discretion provide remedies to such excessive infiltration and inflow and charge all costs of said remedy through a surcharge to the wholesale rate paid by the CITY to the COUNTY. The CITY grants the COUNTY the right to sample the CITY's wastewater, as referred to hereinabove, to verify the CITY's compliance with this paragraph.

5. Point of Connection. All wastewater flows delivered to the COUNTY from the CITY under this Agreement shall be delivered through metered connection at the point of connection between the COUNTY's wastewater system and the CITY's wastewater system. The COUNTY shall be responsible for the installation, operation, maintenance, and replacement of a wastewater meter with appurtenant equipment at the point of connection as determined herein. The metering equipment shall be a standard make and type, installed at a readily accessible location, and shall record flow with an error not to exceed plus or minus (+/-) five percent (5%) of the full-scale reading, suitable for billing purposes.
6. The quantity of wastewater delivered to the COUNTY shall be quantified by a metering device of standard make and sufficient size, selected and maintained by COUNTY. The metering device shall be equipped with an indicating and recording register and a transmitter for telemetering remote readout. In the event future relocation is required by either party, such party shall pay for all relocation costs. CITY shall pay a monthly service charge for the maintenance and replacement of the flow metering device.
7. The ownership of the flow metering device will remain with the COUNTY. The CITY will not change, alter, add to, or take away any part of any flow metering device without prior approval of the COUNTY. The COUNTY will, at its expense, install and retain ownership of the telemetering line from the measuring device to the point of readout.

8. To assure accuracy, the flow-metering device shall be tested and calibrated by the COUNTY yearly with results delivered to CITY'S Public Works Administrator within thirty (30) days of test. At other intervals of time, should any question arise as to the accuracy of any flow metering device, either party may conduct additional testing at their own expense. If a test shows the flow metering device not to be registering within five percent (5%) accuracy, and the COUNTY will repair the flow metering device before the next billing cycle, and will adjust the previous month or months bills, as appropriate, to reflect the result of the test.
9. Rates and Fees. The COUNTY will bill the CITY for wastewater collected and treated on a monthly billing cycle. Each month the COUNTY will read and record the reading on the flow metering device and compute the volume of wastewater that has been quantified by the metering device during the billing cycle. CITY will, within thirty (30) days from the receipt of the bill, make payment to the COUNTY of the amount shown on the bill. Failure of the CITY to pay when due any amounts billed under the terms of this Agreement shall constitute breach of this Agreement and COUNTY'S obligation to collect, treat and dispose of wastewater may then be voided at COUNTY'S option. If payment is not made within the time provided in Section 218.335, Florida Statutes, the CITY will pay to the COUNTY interest at the rate established by Section 55.03, Florida Statutes and shall be subject to late charges in accordance with the Florida prompt payment act.
10. CITY will be billed for wastewater at the wholesale rate established by the Board of County Commissioners. The rate will become effective October 1 of the same

fiscal year as the budget and may then be revised at any time by the Board as necessary to meet the revenue requirements of the COUNTY'S wastewater system.

11. This Agreement shall be for a period of twenty (20) years commencing on the date of execution by both parties and may, by mutual consent, be extended for an additional five (5) years. This Agreement may be terminated by either party upon written notice, no less than one (1) year prior to the date of requested termination.
12. Both parties represent that the execution of this Agreement has been approved by the governing bodies of both parties in accordance with law and that both parties have the legal authority to execute this Agreement.
13. This Agreement replaces and supersedes all previous Agreements between COUNTY and CITY regarding wastewater service.
14. This Agreement may be amended or terminated upon the mutual agreement of both parties, in writing.
15. Nothing herein is intended to serve as a waiver of sovereign immunity by any party, or to extend the liability of any party beyond the limits set forth in Section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties herein have caused this Agreement to be executed by their respective authorized officers and, pursuant to § 163.01 (11), Fla. Stat., it shall be effective once filed with the clerk of the circuit court for Pinellas County.

ATTEST:
KEN BURKE, Clerk

By: *Deilyn Leiro*
Deputy Clerk
(SEAL)

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

By: *Dave Eggen*
Chairman



APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: _____
Attorney

ATTEST:

By: *John R. Capone*
City Clerk
Date *12/11/2025*

CITY OF PINELLAS PARK, FLORIDA

By: *Stanley Bruckner*
Mayor
Date _____
By: *B. J. [Signature]*
City Manager
Date *12/12/25*



APPROVED AS TO FORM AND
CORRECTNESS:

By: *Erica Angello*
City Attorney
Date _____

APPROVED AS TO FORM

By: *Miles Belknap*
Office of the County Attorney

Exhibit A
Depicted and described Wholesale Wastewater Boundary

PINELLAS PARK WASTEWATER BOUNDARY
PINELLAS COUNTY, FLORIDA

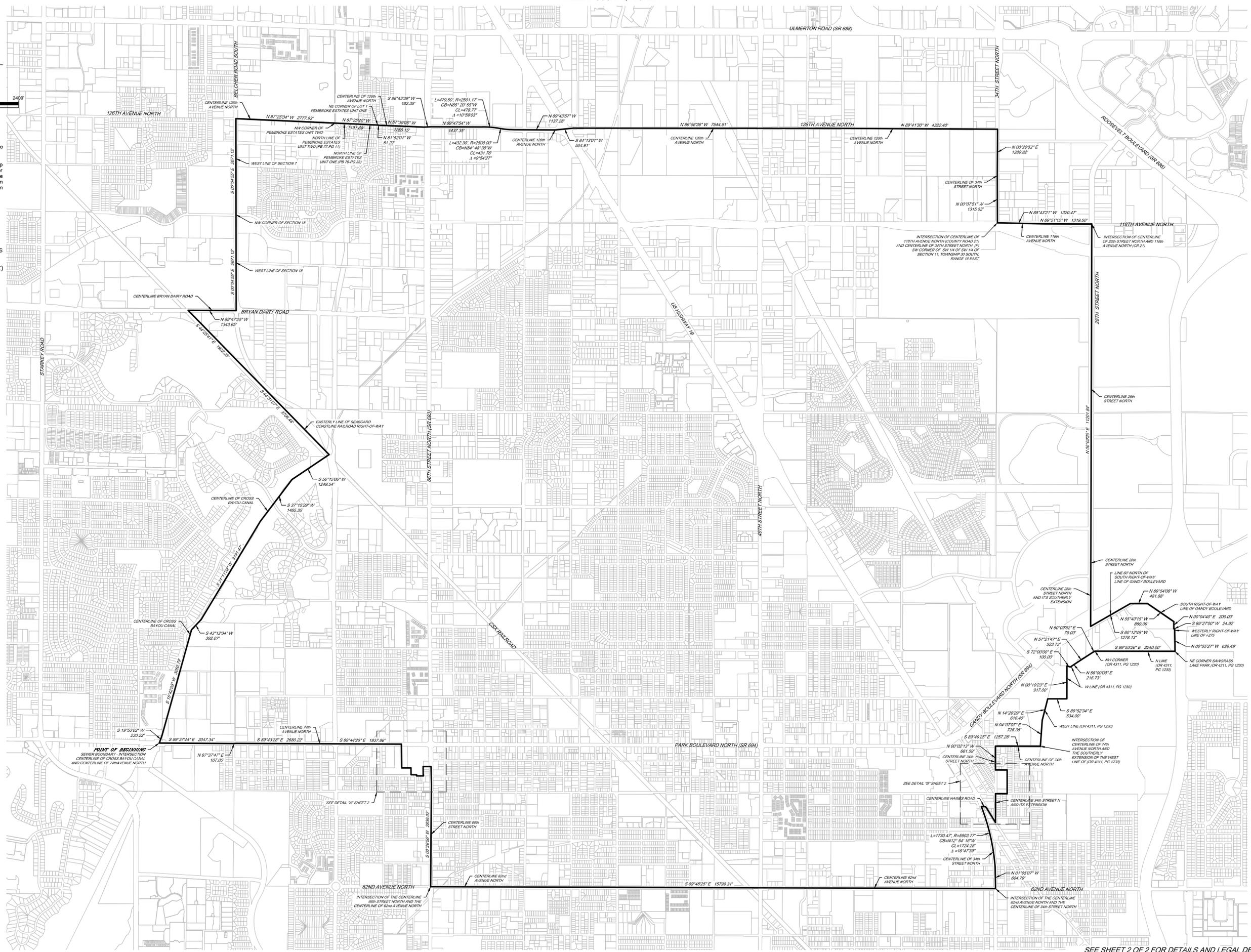


SURVEY NOTES:

- 1) This is not a boundary survey.
- 2) The base map depicted herein is for reference only. The qualifying line calls in the legal description prevail.

LEGEND:

- SEC - SECTION
- TWP - TOWNSHIP
- RNG - RANGE
- PB - PLAT BOOK
- PG - PAGE
- OR - OFFICIAL RECORDS
- R - RADIUS
- Δ - DELTA ANGLE (CENTRAL ANGLE)
- L - ARC LENGTH
- CB - CHORD BEARING
- CL - CHORD LENGTH



PENNONI ASSOCIATES INC.
401 Third Street SW
Winter Haven, FL 33980
T 863.324.1172 F 863.294.6185
COA #00007819

The seal and signature appearing on this document were authorized by Elizabeth K. Merz, P.S.M., (LS No. 6113) using a digital signature. The signature must be verified on any electronic copies. Printed copies of this document are not valid without the original signature and seal of a Florida licensed surveyor and mapper.

ELIZABETH K. MERZ, P.S.M.
Florida License No. LS6113
PENNONI ASSOCIATES INC.
Florida License No. LB8126
Date of Survey: May 5, 2025

PINELLAS PARK WASTEWATER BOUNDARY
EXHIBIT / SKETCH
CITY OF PINELLAS PARK

NO.	REVISIONS	DATE	BY

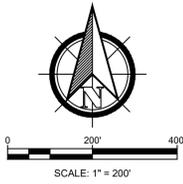
ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON THE EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY PENNONI ASSOCIATES FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT OWNERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO PENNONI ASSOCIATES, AND OTHER SMALL INDUSTRY AND HOLD HARMLESS PENNONI ASSOCIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

PROJECT: PPAR25001
DATE: 2025-05-05
DRAWING SCALE: 1" = 1200'
DRAWN BY: LSS
APPROVED BY: GI

SEE SHEET 2 OF 2 FOR DETAILS AND LEGAL DESCRIPTION
THIS IS NOT A SURVEY

U:\Account\PPAR\PPAR25001 - Wastewater Boundary Legal Plans & DESIGNS\WASTE\BORDER\PRODUCTION\PPAR25001\WASTE.dwg
PLOTTED: 6/16/2025 7:27 AM BY: Scott Shebet
PROJECT STATUS: —
PLOT FILE: PPAR25001.dwg

PINELLAS PARK WASTEWATER BOUNDARY
PINELLAS COUNTY, FLORIDA

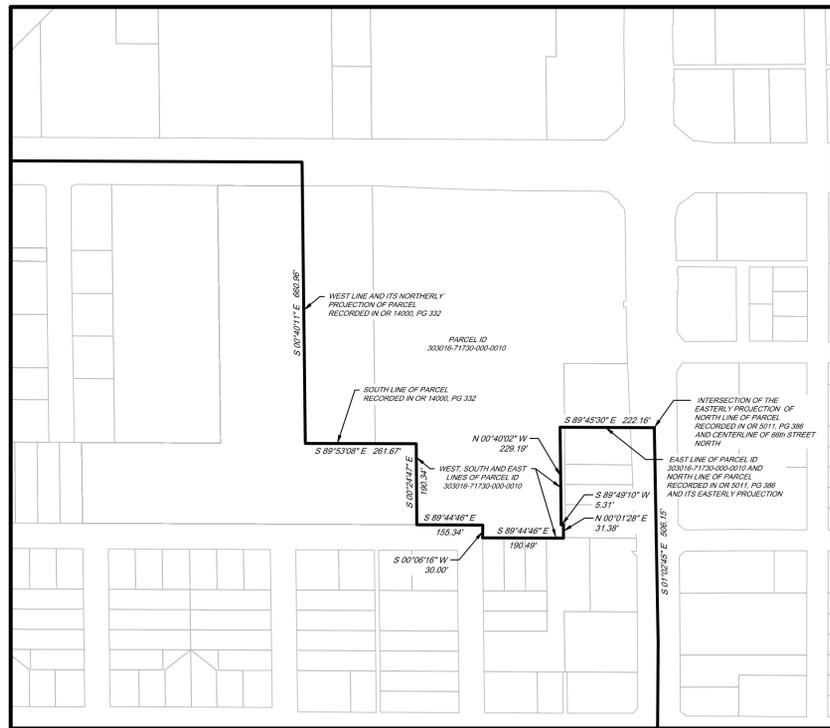


SURVEY NOTES:

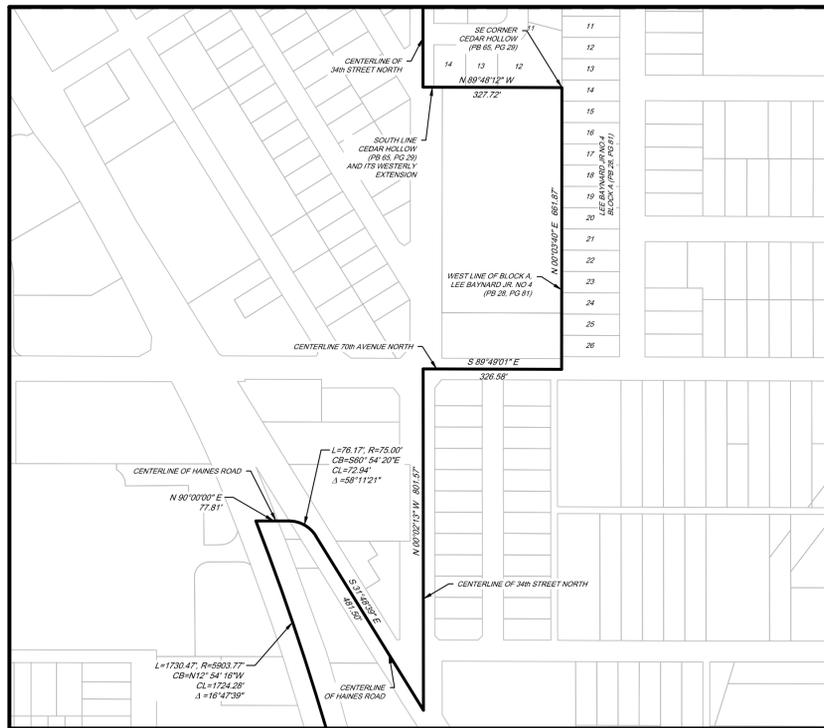
- 1) This is not a boundary survey.
- 2) The base map depicted herein is for reference only. The qualifying line calls in the legal description prevail.

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- CL - CHORD LENGTH



DETAIL "A"
SCALE 1" = 200'



DETAIL "B"
SCALE 1" = 200'

LEGAL DESCRIPTION OF PINELLAS PARK WASTEWATER BOUNDARY

LEGAL DESCRIPTION: (PREPARED BY PENNONI)

Commencing at the intersection of the centerline of Cross Bayou Canal and centerline of 74th Avenue North for the following four (4) courses: (1) thence South 89°37'44" East, 2047.34 feet; (2) thence North 87°37'47" East, 107.05 feet; (3) thence North 89°43'28" East, 2680.22 feet; (4) thence South 89°44'25" East, 1937.86 feet to the northerly projection of the westerly line of a parcel recorded in Official Records Book 14000, Page 332, Public Records of Pinellas County, Florida; thence South 00°40'11" East, along said westerly line and its extension, 560.96 feet; thence South 89°53'08" East, along the southerly line of said parcel and the boundary lines of parcel identification number 303016-71730-000-0010, a distance of 261.67 feet; thence along the boundary line of said parcel identification number 303016-71730-000-0010 for the following seven (7) courses: (1) thence South 00°24'47" East, 190.34'; (2) thence South 89°44'46" East, 155.34 feet; (3) thence South 00°06'16" West, 30.00 feet; (4) thence South 89°44'46" East, 190.49 feet; (5) thence North 00°01'28" East, 31.38 feet; (6) thence South 89°49'10" West, 5.31 feet; (7) thence North 00°40'02" West, 229.19 feet; thence South 89°45'30" East, along the easterly line of said parcel identification number 303016-71730-000-0010, the north line of parcel recorded in Official Records Book 5011, Page 386, Public Records of Pinellas County, Florida, and its easterly extension, 222.16 feet to the centerline of 68th Street North; thence South 01°02'45" East, along said centerline of 68th Street North, 506.15; thence South 00°28'56" West, along said centerline of 68th Street North, 2839.02 feet to the intersection of said centerline and the centerline of 62nd Avenue; thence South 89°48'25" East, along said centerline of 62nd Avenue North, 15799.31 feet to the intersection of said centerline of 62nd Avenue North and the centerline of 34th Street North; thence North 01°05'07" West, along said centerline of 34th Street North, 604.79 feet to a point on a non-tangent curve to the left, having a radius of 5903.77 feet, central angle of 16°47'39", chord bearing of North 12°54'16" West, and a chord distance of 1724.28 feet; thence Northerly along the arc of said curve and said centerline of 34th Street North, a distance of 1730.47 feet to the centerline of Haines Road; thence along said centerline of Haines Road for the following three (3) courses: (1) thence North 80°00'00" East, 77.81 feet to the point of curvature of a curve to the right having a radius of 75.00 feet, a central angle of 58°11'21", a chord bearing of South 60°54'20" East, and a chord distance of 72.94 feet; (2) thence Southeastly along the arc of said curve 76.17 feet; (3) thence South 31°48'39" East, 481.50 feet to the centerline of 34th Street North; thence North 00°02'13" West, along said centerline of 34th Street North, 801.57 feet to the centerline of 70th Avenue North; thence South 89°49'01" East, along said centerline of 70th Avenue North, 326.58 feet to the southerly extension of the west line of Block A, LEE BAYNARD JR. No. 4, as recorded in Plat Book 28, Page 81, Public Record of Pinellas County Florida; thence North 00°03'40" East, along said west line, 661.87 feet to the south line of CEDAR HOLLOW, as recorded in Plat Book 65, Page 29, Public Records of Pinellas County, Florida; thence North 89°48'12" West, along said south line and its westerly extension, 327.72 feet to the centerline of 34th Street North; thence North 00°02'13" West, along said centerline of 34th Street North, 661.59 feet to the centerline of 74th Avenue North; thence South 89°49'25" East, 1257.28 feet to the intersection of said centerline of 74th Avenue North and the southerly extension of the west line of a parcel recorded in Official Records Book 4311, Page 1230, Public Records of Pinellas County, Florida; thence along the boundary line of said parcel for the following nine (9) courses: (1) thence North 04°07'07" East, 726.35 feet; (2) thence North 14°26'29" East, 616.45 feet; (3) thence South 89°52'34" East, 534.00 feet; (4) thence North 00°10'23" East, 917.00 feet; (5) thence South 72°00'00" East, 100.00 feet; (6) thence North 55°00'00" East, 216.73 feet; (7) thence North 57°21'47" East, 523.73 feet; (8) thence North 60°09'52" East, 79.00 feet; (9) thence South 89°53'26" East, 2240.00 feet to the northeast corner of said parcel, said point being on the westerly right-of-way line of I-275; thence North 00°55'27" West, along said westerly right-of-way line, 626.49 feet; to the south right-of-way line of Gandy Boulevard; thence along said south right-of-way line for the following four (4) courses: (1) thence South 89°27'00" West, 24.92 feet; (2) thence North 00°04'40" East, 200.00 feet; (3) thence North 55°40'15" West, 889.09 feet; (4) thence North 89°54'08" West, 481.88 feet to a point on a line 60.00 feet north of the south right-of-way of Gandy Boulevard; thence South 60°12'46" West, along said line, 1278.13 feet to the southerly extension of the centerline of 28th Avenue North; thence North 00°09'20" East, along said centerline of 28th Avenue North, 11201.84 feet to the centerline of 118th Avenue North; thence North 89°51'12" West, along said centerline of 118th Avenue North, 1319.50 feet; thence North 88°43'21" West, along said centerline of 118th Avenue North, 1320.47 feet to the centerline of 34th Street North; thence North 00°07'51" West, along said centerline of 34th Street North, 1315.53 feet; thence North 00°20'52" East, along said centerline of 34th Street North, 1289.82 feet to the centerline of 126th Avenue North; thence along said centerline of 126th Avenue North for the following nine (9) courses: (1) thence North 89°41'30" West, 4322.40 feet; (2) thence North 89°56'36" West, 7544.51 feet; (3) thence South 84°13'01" West, 504.91 feet; (4) thence North 89°43'57" West, 1137.28 feet to a point on a non-tangent curve to the right, having a radius of 2500.00 feet, central angle of 09°54'27", chord bearing of North 84°48'38" West, and a chord distance of 431.76 feet; (5) thence Westerly along the arc of said curve, 432.30 feet to a point on a reverse curve to the left having a radius of 2501.17 feet, a central angle of 10°58'03", a chord bearing of North 89°20'55" West, and a chord distance 478.77 feet; (6) thence Westerly along the arc of said curve, a distance of 479.50 feet; (7) thence North 89°47'54" West, 1437.35 feet; (8) thence South 86°43'39" West, 182.35 feet; (9) thence North 87°39'05" West, 1255.15 feet; thence North 81°52'01" West, leaving said centerline of 126th Avenue North, 51.22 feet to the northeast corner of Lot 1, PEMBROKE ESTATES UNIT ONE, as recorded in Plat Book 76, Page 33, Public Records of Pinellas County, Florida; thence North 87°25'40" West, along the north line of said PEMBROKE ESTATES UNIT ONE and the north line of PEMBROKE ESTATES UNIT TWO, as recorded in Plat Book 77, Page 11, Public Records of Pinellas County, Florida, 1191.69' to the northwest corner of said PEMBROKE ESTATES UNIT TWO; thence North 87°25'34" West, along the centerline of 126th Avenue North, 2777.93 feet to the west line of Section 7, Township 30 South, Range 16 East; thence South 00°04'55" East, along said west line, 2671.12 feet to the northwest corner of Section 18, Township 30 South, Range 16 East; thence South 00°04'55" East, along the west line of said Section 18, a distance of 2671.12 feet to the centerline of Bryan Dairy Road; thence North 89°47'25" West, along said centerline of Bryan Dairy Road, 1343.65 feet to the easterly right-of-way line of Seaboard Coastline Railroad; thence South 44°25'41" East, along said easterly right-of-way line, 1922.25 feet; thence South 44°31'07" East, along said easterly right-of-way line, 3706.48 feet to the centerline of Cross Bayou Canal; thence along said centerline of Cross Bayou Canal for the following six (6) courses: (1) thence South 56°15'06" West, 1249.54 feet; (2) thence South 37°19'29" West, 1465.35 feet; (3) thence South 31°11'32" West, 3191.47 feet; (4) thence South 43°12'34" West, 392.07 feet; (5) thence South 15°42'05" West, 3050.79 feet; (6) thence South 19°53'02" West, 230.22 feet to the POINT OF BEGINNING.

Said parcel containing 10754.54 acres, more or less.

PENNON ASSOCIATES INC.
401 Third Street SW
Winter Haven, FL 33880
T 863.324.1172 F 863.294.6185
COA #00007819

PINELLAS PARK WASTEWATER BOUNDARY
DESCRIPTION SKETCH
CITY OF PINELLAS PARK

NO.	REVISIONS	DATE	BY

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PROJECT	PPARK25001
DATE	2025-05-05
DRAWING SCALE	1" = 200'
DRAWN BY	LSS
APPROVED BY	GI

V-DESC-2
SHEET 2 OF 2

SEE SHEET 1 OF 2 FOR OVERALL SKETCH
THIS IS NOT A SURVEY

PLOTTED: 6/18/2025 7:21 AM BY: Scott Shelet
 PROJECT STATUS: ---
 PLOT FILE: P:\Projects\PPARK25001 - Wastewater Boundary Legal Docs & DESIGN\USER\PRODUCTION\PPARK25001\WVDESC2.dwg