



Pinellas County

Staff Report

File #: 20-1899A, **Version:** 1

Subject:

Interlocal Agreement with Mike Twitty, Pinellas County Property Appraiser, for payment of costs associated with a non-ad valorem assessment to dredge the southern entrance to Grand Canal. (Companion to Item No. 30)

Recommended Action:

Approval of an Interlocal Agreement with Mike Twitty, Pinellas County Property Appraiser (Property Appraiser), for payment of costs associated with a non-ad valorem assessment to dredge the southern entrance to Grand Canal.

- Per Resolution No. 20-142, the Board of County Commissioners (Board) approved the use of the state uniform non-ad valorem collection method for an assessment to dredge the southern entrance to Grand Canal.
- Section 197.3632(2), Florida Statutes requires the Board to enter an interlocal agreement with the Property Appraiser for reimbursement of assessment costs.
- The Board will compensate the Property Appraiser for charges incurred administering the assessment, which will be calculated on a time and materials basis as detailed in Appendix E of the agreement.
- The agreement term will renew uninterrupted annually on October 1st of each year.

Authorize the Chairman to sign and the Clerk of the Circuit Court to attest.

Strategic Plan:

Foster Continual Economic Growth and Vitality

4.4 Invest in infrastructure to meet current and future needs

Deliver First Class Services to the Public and Our Customers

5.2 Ensure effective and efficient delivery of county services and support

5.3 Strive to exceed customer expectations

Summary:

The Board is authorized to impose non-ad valorem assessments per FS 197.3632 and Chapter 110 of the County Code. A non-ad valorem assessment requires an interlocal agreements with the Property Appraiser and Tax Collector providing for reimbursement of certain costs incurred. The interlocal agreement with the Property Appraiser establishes specifications and deadlines for work to be performed in Appendix A of the Agreement, and optional task specifications and deadlines in Appendix B. Optional tasks include mapping or other customized services. The interlocal agreement with the Property Appraiser must:

A. Require reimbursement by the Board to the Property Appraiser for necessary administrative

costs, including, but not limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming, pursuant to section 197.3632(2), Florida Statutes.

B. Require the Property Appraiser to annually, by June 1, provide the Board with a legal description of the real property subject to the assessment, and the name and address of the owner of each parcel subject to the assessment, pursuant to section 12D-18.004(3)(a), Florida Administrative Code

C. In the event further information is needed by the Board, provide for the Property Appraiser to provide such information, pursuant to section 12D-18.004(3)(b), Florida Administrative Code.

The subject agreement checks these boxes for a proposed non-ad valorem assessment to dredge Grand Canal, described further below.

Background Information:

Over the past decade, significant sand has migrated into the southern entrance to Grand Canal. The County's consultant, Aptim, projects that without human intervention, the northern side of Collany Key may connect to the southern tip of Pine Key in the next five (5) years; this would effectively close off the southern entrance to Grand Canal.

Outreach efforts by Staff suggest that at least fifty percent (50%) of Grand Canal riparian property owners, the owners that would be assessed, are interested in learning more about a non-ad valorem assessment to dredge the southern entrance to Grand Canal.

In consideration of such interest, on October 6, 2020, the Board adopted a resolution (attached as Exhibit H to the subject agreement) approving the use of the state uniform non-ad valorem method for a special assessment to dredge the southern entrance to Grand Canal.

A separate public hearing is required to adopt the non-ad valorem assessment roll; no assessments may be levied until the roll is adopted. This public hearing will likely be held in summer 2021.

Fiscal Impact:

The Board will compensate the Property Appraiser for administering the assessment on a time and materials basis, in accordance with the Property Appraiser's Rate Schedule, detailed in Appendix E. The Property Appraiser's Rate Schedule may be revised annually based upon changes in labor and material costs; new Rate Schedules will constitute an amendment to the subject agreement upon written acceptance by the Board or its designee. The Board will ultimately be made whole for payments it makes to the Tax Collector through assessments collected.

County project 004607A Grand Canal Dredging.

Staff Member Responsible:

Kelli Hammer Levy, Director, Public Works
Brendan Mackesey, County Attorney

Partners:

Property Appraiser

Tax Collector
State Department of Revenue

Attachments:

Agreement including Appendices A - F
Appendix H: Resolution No. 20-142 including Appendix A and B
Related Project Location Map