



# City of Pinellas Park

## City Council

### Agenda

Thursday, July 12, 2018

6:00 PM

City Council Chambers

#### CALL TO ORDER

#### INVOCATION

#### PLEDGE OF ALLEGIANCE

#### I. DECLARATIONS, PROCLAMATIONS AND PRESENTATIONS

##### PROCLAMATIONS

##### SPECIAL PRESENTATION

#### PUBLIC COMMENT AND CORRESPONDENCE

CITIZENS COMMENTS ARE INVITED ON ITEMS OR CONCERNS NOT ALREADY SCHEDULED ON TONIGHT'S AGENDA. PLEASE LIMIT COMMENTS TO THREE MINUTES.

**AT THIS TIME STAFF MEMBERS AND CITIZENS WILL BE SWORN IN IF THERE ARE ITEMS THAT ARE QUASI-JUDICIAL**

#### II. APPROVAL OF MINUTES

Approval of Regular Council Minutes of June 28, 2018, as on file in the City Clerk's office.

#### III. PUBLIC HEARINGS

NONE

#### IV. CONSENT AGENDA

- C1 **RESOLUTION NO. 18-15.** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK AMENDING RESOLUTION 17-22, BY AMENDING THE CITY'S ADMINISTRATIVE FEE SCHEDULE AS LISTED IN EXHIBIT "A"; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

#### FIRST AND FINAL READING

NOTE: This Resolution amends the fees in the Administrative Fee Schedule.

ACTION: (Adopt - Deny) Resolution 18-15, first and final reading.

**Department:** City Clerk

**Reference Material:** [18-15 admin fees](#)

**C2     DESIGNATION OF CITY'S VOTING DELEGATE - At Florida League of Cities 92nd Annual Conference, August 16-18, 2018**

NOTE: The Florida League of Cities has requested that each city designate one person to be the voting delegate at the Florida League of Cities 92nd Annual Conference, August 16-18, 2018. One official from each city will make decisions that determine the direction of the League. Policy development, election of League leadership, and adoption of resolutions are undertaken during the business meeting.

ACTION: (Approve - Deny) Designation of \_\_\_\_\_ to serve as the Voting Delegate at the 92nd Annual Conference of the Florida League of Cities in Hollywood, FL.

Department: City Clerk

Reference Material: [FLC Voting Delegate.18 A9A1](#)

**C3     AUTHORIZATION FOR THE MAYOR TO SIGN A CONTRACT FOR THE PURCHASE OF REAL PROPERTY FROM DEBRA OSTROFSKY - 10875 60th Street North**

NOTE: This real estate contract is for the proposed purchase of ten (10) feet of a portion of the real property located at 10875 60th Street North. The City has a road widening improvement project planned for 60th Street North, a currently undersized collector road that changes size throughout. At the request of the City's Public Works Department, City staff has negotiated a purchase price of Eight Thousand Dollars (\$8,000.00). The purchase would be charged to account #301382-562504.

ACTION: (Approve - Deny) Authorization for the Mayor to sign a Contract for Purchase of Real Property located at 10875 60th Street North from Debra Ostrofsky, in the amount of Eight Thousand Dollars (\$8,000.00) plus closing costs, to be charged to the appropriate account, subject to the closing documents being acceptable to the City Attorney.

Department: Community Development

Reference Material: [Ostrofsky Contract, Map and Attorney Letter.pdf](#)

**C4     REAPPOINTMENT TO THE PINELLAS PARK POLICE OFFICERS' PENSION BOARD OF TRUSTEES - One Council Appointed Resident Member**

NOTE: Ms. Muriel Bruno was originally appointed in 2008 to serve as a member on the Pinellas Park Police Officers' Pension Board. Ms. Bruno's term is due to expire October 2018, and she is interested in continuing this service. Members serve for a four-year term.

ACTION: (Approve - Deny) The reappointment of Muriel Bruno to serve as a resident member of the Pinellas Park Police Officers' Pension Board of Trustees with term to expire October 2022.

Department: Human Resources

Reference Material: [Bruno, Muriel attendance record 06.2018](#)

**C5 CHANGE ORDER NO. 1 AND FINAL PAYMENT FOR PROJECT 17/023, WOUNDED WARRIORS ABILITIES RANCH (WWAR) AT LURIE PARK - Bandes Construction Company, Inc.**

NOTE: Change Order No. 1 is recommended for approval so that the final payment can be processed and the contract closed out. Change Order No. 1 represents an increase due to the addition of an irrigation system, asphalt trail, and a multi-use court, and a fence change, totaling \$70,277.55; an increase of the original contract amount by 6.45%. The WWAR group funded the \$24,525.29 for the multi-use court. The account to be charged will be 301-781-5625-20, 17/519-CONSTRU. The final contract amount is \$70,277.55 over the budgeted amount. With the funding provided by the WWAR group, the final contract amount is \$45,752.26 over the budgeted amount.

ACTION: (Approve - Deny) Authorization for approval and acceptance of Change Order No. 1, Project 17/023, Wounded Warriors Abilities Ranch (WWAR) at Lurie Park, an increase in the contract amount of \$70,277.55, for a total adjusted contract amount of \$1,159,777.55, and authorization for final payment of \$124,752.55 to Bandes Construction Company, Inc. to be charged to the appropriate account.

Department: Public Works

Reference Material: [Pay Appl 5 \(FEC\) Bandes Construction](#)

**V. REGULAR AGENDA**

NONE

**VI. COMMENTS BY COUNCIL MEMBERS AND QUESTIONS – COUNCIL TO COUNCIL**

**VII. ADJOURNMENT**

PLEASE NOTE that if a person decides to appeal any decision made by City Council with respect to any matter considered at the above-cited meeting, the person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City maintains a digital recording of all public hearings. In the event that you wish to appeal a decision, the digital recording may or may not adequately insure a verbatim record of the proceedings; therefore, you may wish to provide a court reporter at your own expense (Section 286.0105, Florida Statutes).

FOR THE HEARING IMPAIRED — An interpreter for the hearing impaired will be made available upon requests made at least 72 hours in advance.

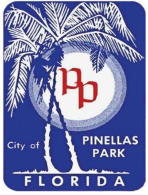
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JULY

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY																																										
1	2	3	4 Brush Site Closed Independence Day City Offices & Library Closed	5	6	7																																										
8	9	10 5:30 PM Council Workshop	11 Pancake Breakfast Senior Center 6:00 PM UPP Program	12 5:30 PM Agenda Session 6:00 PM Council Meeting	13	14 Pride in the Park Clean-Up																																										
15 Daylight Saving Time Begins Purim	16	17 Organ Concert City Auditorium	18 Lent Ends 6:00 PM UPP Program	19	20 St. Patrick's Day Fire Fighters/MDA Chili Blaze	21 27th Annual Country In The Park England Brothers Park																																										
22	23 Spring Begins	24 5:30 PM Council Workshop CRA immediately following	25 6:00 PM UPP Program	26 5:30 PM Agenda Session 6:00 PM Council Meeting	27	28 Fourth Saturday Art Walk																																										
29	30	31	6:00 PM UPP Program		<div>JUNE</div> <table><tr><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td>1</td><td>2</td></tr><tr><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td></tr><tr><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td></tr><tr><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td></tr><tr><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td></tr></table>		S	M	T	W	T	F	S						1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
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# AUGUST

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# City of Pinellas Park

## Staff Report

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**File #:** 18-499, **Version:** 1

**Agenda Date:** 7/12/2018

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**RESOLUTION NO. 18-15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK AMENDING RESOLUTION 17-22, BY AMENDING THE CITY'S ADMINISTRATIVE FEE SCHEDULE AS LISTED IN EXHIBIT "A"; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.**

### **FIRST AND FINAL READING**

NOTE: This Resolution amends the fees in the Administrative Fee Schedule.

ACTION: (Adopt - Deny) Resolution 18-15, first and final reading.

RESOLUTION NO. 18-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, AMENDING RESOLUTION NO. 17-22, BY AMENDING THE CITY'S ADMINISTRATIVE FEE SCHEDULE AS LISTED IN EXHIBIT "A"; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

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BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA, AS FOLLOWS:

**SECTION ONE:** That Resolution No. 17-22, which established the City's Administrative Fee Schedule, is hereby amended by amending **EXHIBIT "A"**, which is attached hereto and made a part hereof by this reference.

**SECTION TWO:** That all Resolutions or parts of Resolutions in conflict with the provisions of this Resolution be, and they are hereby repealed to the extent of such conflict.

**SECTION THREE:** That this Resolution shall be in full force and effect immediately after its passage and approval in the manner provided by law.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

ATTEST:

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Sandra L. Bradbury  
MAYOR

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Diane M. Corna, MMC  
CITY CLERK



**ADMINISTRATIVE FEES**

**ALL DEPARTMENTS**

Copies of Fire, Rescue, Emergency Medical Service, and .....	\$ .15 one sided copy (when more than 10 pages)
Accident Reports and all other Miscellaneous Documents	\$ .20 two sided copy (when more than 10 pages)
Additional Charge for Mailed Copies of Documents .....	Actual Cost of Postage
Special Service Charge for Public Records Requests .....	If the nature or volume of public records requested to be inspected, examined, or copied is such as to require more than one total hour of use of information technology resources or more than one total hour of clerical or supervisory assistance by City personnel, or both, a special service charge in addition to the actual cost of duplication shall be charged based on the actual cost incurred for such use of information technology resources or the base salaries of the City personnel providing clerical and supervisory assistance required, or both. "Information technology resources" shall have the same meaning as in Florida Statutes, § 282.303(13).

**BUILDING DEVELOPMENT DIVISION**

Fees for any permit that is not specifically identified in this Schedule will be levied in the same amount as the permit fee levied for the closest comparable type of permit.

Electric Fence Permit.....\$40.00

Initial Plan Review Fee

When the valuation of the proposed construction exceeds \$1,000.00 and a plan review is required:

One/Two Family Residence.....	\$25.00 or ½ of the total of the permit fees, whichever is greater.
Other than One and Two Family Dwellings.....	\$50.00 or 1/2 of the total of the permit fees, whichever is greater.

All such Initial Plan Review fees shall be paid upon submission of each application for a Building Permit, or if a Building Permit is not required, upon submission of an application for an Engineering Permit. Each Initial Plan Review fee is in addition to the permit fee(s) for the development.

#### Other Plan Review Fee

When electrical, plumbing, mechanical, gas, sign, and/or engineering plans are submitted, and an Initial Plan Review is not required and has not been conducted by the City, then the following fee(s) shall be charged for each such plan review.

One/Two Family Residence.....	\$25.00 or ½ of the total of the permit fees, whichever is greater.
Other than One and Two Family Dwellings.....	\$50.00 or ½ of the total of the permit fees, whichever is greater.

All such other Plan Review fees shall be paid upon submission of each application for a permit. Each such other Plan Review fee is in addition to the permit fee(s) for the development.

#### Resubmittal Plan Review Fee

When a plan is redesigned after the Initial Plan Review, or after any other plan review, and an additional plan review is required, the following fee(s) will be charged for each such resubmittal plan review.

One/Two Family Residence.....	\$25.00 or ½ of the total of the permit fees, whichever is greater.
Other than One and Two Family Dwellings.....	\$50.00 or ½ of the total of the permit fees, whichever is greater.

All such Resubmittal Plan Review fees shall be paid upon submission of each application for a permit. Each Resubmittal Plan Review fee is in addition to the permit fee(s) for the development.

## Building Permit Fees

Building permit fees will be levied in accordance with the schedule hereinafter set forth. Building Permits shall be required for all buildings, additions, alterations, roofing, reroofing, engineering, fences, sheds, mobile homes, manufactured buildings, carports, pools and spas, demolition, signs, and any other construction. The valuation of the improvements to be constructed shall be submitted with the building permit application. The submitted valuation shall be not less than the latest published ICC Construction Valuation Cost Schedule or local average.

### One and Two Family Dwellings (Total Valuation)

\$1,000.00 and less.....	\$50.00 min fee charged
\$1,000.00 - \$50,000.00.....	\$50.00 for first \$1,000.00 valuation + \$5.75 for each additional \$1,000.00 or fraction hereof up to and including \$50,000.00
\$50,000.01 - \$100,000.00.....	\$331.75 for the first \$50,000.00 valuation + \$4.75 for each additional \$1,000.00 or fraction thereof up to and including \$100,000.00.
Over \$100,000.00.....	\$569.25 for the first \$100,000.00 valuation + \$3.75 for each additional \$1,000.00 or fraction thereof.

### Electrical, Plumbing, Gas & Mechanical Permits

Fees will be levied for electrical, plumbing, gas, and mechanical permits upon the following basis:

One and Two Family Dwellings.....	\$0.04 per square foot with a minimum fee of Fifty Dollars
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### Other than One and Two Family Dwellings

\$1,000.00 and less.....	\$50.00 minimum fee
\$1,000.00 to \$50,000.00.....	\$50.00 for first \$1,000.00 valuation + \$7.00 for each additional \$1,000.00 or fraction thereof up to and including \$50,000.00.
\$50,000.01 to \$500,000.00.....	\$393.00 for the first \$50,000.00 valuation + \$6.00 for each additional \$1,000.00 or fraction thereof up to and including \$500,000.00.

Over \$500,000.00.....	\$3,093.00 for the first \$500,000.00 valuation + \$3.00 for each additional \$1,000.00 or fraction thereof.
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#### Electrical, Plumbing, Gas and Mechanical Permits

Fees will be levied for electrical, plumbing, gas and mechanical permits upon the following basis:

Other than One and Two Family Dwellings.....	\$0.04 per square foot with a Minimum fee of \$50.00.
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#### Life Safety Plan Review/Permits Fees

Fees will be levied separately for Life Safety plans/permits such as, but not limited to, building life safety, fire alarm systems and Fire suppression systems upon the following basis. (These fees include properties located within the unincorporated areas of Pinellas County that fall within the Pinellas Park Fire Jurisdiction.

Plan review fee.....	\$0.025 per square foot with minimum fee of \$50.00
Permit fee .....	\$0.025 per square foot with a minimum fee of \$50.00

#### Technology and Enhancement Fees

Technology and Enhancement fees will be levied in accordance with the schedule hereinafter set forth. These fees shall be required for all building, electrical, plumbing, mechanical, gas or any other permits issued by the Building Development Division. This fee shall be applied to total permit cost on each type of permit.

\$50.00 .....	\$2.00
\$50.01 - \$100.00.....	\$5.00
\$100.01 - \$1,000.00.....	\$10.00
\$1,000.01 and over.....	\$20.00

#### Inspection Fees

Normal work hours.....	N/A
Other than normal work hours.....	\$60.00/hr with a minimum inspection fee of \$240.00

Notice of Commencement

<del>Recording.....</del>	<del>\$5.00 for each notice + cost</del>
<del>.....</del>	<del>of recording certified copies</del>
<del>.....</del>	<del>with Clerk of Court.</del>

Preinspection of Used Mobile/Modular

Inspection Fee .....	\$200.00
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This fee is required for an inspection of a used mobile/modular unit requested to be brought into the City of Pinellas Park. This fee is to be paid prior to the inspection being made. This inspection is to be scheduled a minimum of twenty-four (24) hours in advance of the inspection date requested.

Temporary Power

Commercial Structure.....	\$ 75.00
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This fee is required prior to the release of temporary power

Permit Placard Replacement

One/Two Family Residences.....	\$ 25.00
Other than One and Two Family Dwellings.....	\$ 50.00

Recording Fees

Covenants & Easements.....	\$25.00 each plus recording fees with the "Clerk of Court"
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**CITY CLERK'S OFFICE**

Certification of Documents .....	\$1.00
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Code of Ordinance and Land Development Code Books available	<a href="http://www.municode.com">www.municode.com</a> or through Municode call 850-576-3171
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Land Development Code

Adobe PDF.....	\$204.20
Adobe PDF (Update Service) .....	\$ 93.70
Pages in Leatherette Binder with Tabs.....	\$240.24
Pages in Leatherette Binder with Tabs (Update Service)	\$110.24
Pages Unbound – no Tabs, no Binder.....	\$190.02

Code of Ordinances	
Adobe PDF.....	\$160.00
Adobe PDF (Update Service) .....	\$ 71.60
Pages in Leatherette Binder with Tabs.....	\$188.24
Pages in Leatherette Binder with Tabs (Update Service) .....	\$ 84.24
Pages Unbound – no Tabs, no Binder.....	\$163.24
Pages Unbound – no Tabs, no Binder (Update Service) .....	\$110.24
CD/DVD Duplicates .....	\$3.00 each
Building and Site Plan Reproductions (11 x 17)	
Microfilm .....	\$1.00 each
PC Generated .....	\$1.00 each
Diskettes.....	\$1.00 each
Property Search Request .....	\$25.00 per address/parcel number

## **COMMUNICATIONS & MARKETING**

### **City Auditorium**

#### **Non-Profit & Profit Rental Rates**

##### **Rental Fee – 6 hour access, 8 a.m. – midnight**

Resident - Monday thru Thursday .....	<del>\$176.00</del> <u>200.00</u>
Friday/Saturday/Sunday/Holiday surcharge .....	\$ <del>88.00</del> <u>100.00</u>
Additional access per hour .....	\$ <del>44.00</del> <u>50.00</u>
Non Resident – Monday thru Thursday .....	\$300.00
Friday/Saturday/Sunday/Holiday Surcharge .....	<u>\$200.00</u>

#### **Additional City Auditorium Rental Fees**

<del>Permit</del> Application Fee .....	\$25.00
Sales Tax .....	<del>7%</del> <u>6.8%</u>
Security/damage deposit .....	\$500.00
Set-Up/Tear Down/Cleaning.....	\$250.00 per event

#### **Additional Provisions, City Auditorium Rental**

A ~~Permit~~ application is to be completed and returned at least two weeks prior to date of use with a \$25.00 ~~permit~~ application fee to partially defray the cost of processing the same. The ~~Permit~~ application fee is non-refundable, whether or not the application is approved. Applications will be processed on a first-come, first-served basis. Applicants will be given up to three (3) hours of set-up time for event.

A down payment of 50% of total estimated fees are due with ~~permit~~ application. The remaining balance is due ten (10) business days before event.

~~Maintenance fee~~ Set-up, tear down and cleaning includes weekday cleaning of floors and restrooms prior to event and must be paid in advance of event; this service is not available on weekends or holidays. It is the responsibility of the user to leave the facility and grounds clean and in good repair; costs of repair, trash removal and extraordinary cleaning, and replacements will be borne by the user.

Refund of the deposit will be issued only after an inspection by City Staff has determined that no apparent damage has been done to the City Auditorium ~~Facility~~ Facilities. If apparent damage has been done to the City Auditorium ~~Facility~~ Facilities, the City will retain such portion of the security deposit as is necessary to properly repair such damage; the remainder of the deposit, if any, will be returned along with an itemized list of damages and costs. The security/damage deposit or any portion thereof by the City shall not constitute a waiver of any of the City's legal or equitable rights.

All renters will be charged 6.8% ~~7%~~ sales tax unless a copy of the sales tax exemption certificate has been submitted at time of contract signing.

### **England Brothers Park**

#### **Non-Profit & Profit Rental Rates**

Rental Fee .....	\$500.00 per day
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#### **Additional Fees England Brothers Park**

##### **Facility Maintenance & City Electrician**

<u>Scheduled Overtime – Facility Maintenance per employee</u>	<u>\$82.00 per hour</u>
<u>Scheduled Overtime – City Electrician per employee .....</u>	<u>\$84.00 per hour</u>
<u>Unscheduled Labor – minimum 3 hours per employee</u>	
<u>Additional Labor Charge (if required), minimum.....</u>	<u>\$ 25.00 per employee/hour</u>
<del>–two hours, 200% time on holidays</del>	
EMS Level I - 1,000 - 4,999 .....	\$104.00 per hour
EMS Level II - 5,000 – 15,000 .....	\$144.00 per hour
Electrical Charge.....	\$ 15.00 per hour
Ground & Trash Pick Up (Public Works).....	<del>\$27.00</del> <u>43.00</u> per employee/hour
Labor Charge Police.....	\$ 47.00 per employee/hour
Janitorial fee.....	\$ 30.00 per <u>employee/hour</u>
<u>Performance/Concert .....</u>	<u>Subject to a percentage of gross</u>
	<u>revenue as negotiated by the City</u>
	<u>Manager.</u>
<del>Permit</del> Application fee .....	\$ 25.00
Security Deposit.....	\$ 300.00
Striping for Parking.....	\$750.00 per event
<u>Sales Tax.....</u>	<u>6.8%</u>

### **Additional Provisions, England Brothers Park**

A ~~permit~~ application is to be completed and returned at least two weeks prior to date of use with a \$25.00 ~~permit~~ application fee to partially defray the cost of processing the same. The ~~permit~~ application fee is non-refundable, whether or not the application is approved. Applications will be processed on a first-come, first-served basis.

Event fees (rental of park, EMS, policy officers) are due upon rental of park.

~~Maintenance fee~~ Janitorial fee includes cleaning of facilities and restrooms prior to event. It is the responsibility of the user to leave the facilities and grounds clean and in good repair; costs of repair, trash removal and extraordinary cleaning, and replacements will be borne by the user.

Refund of the deposit will be issued only after an inspection by City Staff has determined that no apparent damage has been done to the City facilities and grounds. If apparent damage has been done, the City will retain such portion of the security deposit as is necessary to properly repair such damage; the remainder of the deposit, if any, will be returned along with an itemized list of damages and costs. The security/damage deposit or any portion thereof by the City shall not constitute a waiver of any of the City's legal or equitable rights.

### **Park Station**

#### **Facility Usage Fee**

Meeting Rooms 202 & 101 With Audio/Visual (Monday thru Friday) (2 hour Minimum) .....	\$35.00 per hour
Meeting Room 102 .....	\$30.00
Computer Room (No rental allowed)_Meeting Room 20 ...	None
Lobby/Balcony (Monday thru Friday) .....	\$35.00 per hour

### **Performing Arts Center**

#### **Main Hall:**

##### **Non-Profit Rental**

<del>Performance rental</del> <u>Non-Profit Rental</u> .....	\$300.00
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<b>Performance rental</b> – nine-hour <u>event time</u> access, 8 am - midnight	\$800.00
Friday/Saturday/Holiday surcharge.....	\$400.00
Additional access per hour.....	\$100.00
<del>Security/damage deposit</del> .....	<del>\$500.00</del>

##### **Reception & Banquet Rental**

###### Resident

Four-hour <u>event time</u> , 8 am - midnight (no ticket sales)	\$500.00
Friday/Saturday/Holiday surcharge.....	\$250.00
Additional access per hour.....	\$125.00
<del>Security/damage deposit</del> .....	<del>\$500.00</del>



Non Resident

<u>Four-hour event time, 8 am – midnight (no ticket sales)</u>	<u>\$600.00</u>
<u>Friday/Saturday/Holiday surcharge.....</u>	<u>\$350.00</u>

<b>Rehearsal rental</b> – four-hour access, 8 am to midnight.....	\$300.00
Friday/Saturday/Holiday surcharge.....	\$150.00
Additional access per hour .....	\$ 75.00

**Pinellas Reception Room**

<b>Room Rental</b> , 8 am – midnight .....	\$50.00 per hour
Friday/Saturday/Holiday surcharge.....	\$100.00

**Additional Performing Arts Center Rental Fees**

Application fee (non-refundable).....	\$25.00
Labor Charge Police.....	\$ 47.00 per employee/hour
Set-up/Tear Down/Cleaning .....	\$450.00 per event
Sales tax .....	<del>7%</del> <u>6.8%</u>
Ticket fee (per ticket printed).....	\$1.50
Merchandise fee (for merchandise sold lobby) .....	15% of net
Security/Damage Deposit.....	\$500.00

**Additional Provisions, Performing Arts Center Rental**

A ~~permit~~ application is to be completed and returned at least two weeks prior to date of use with a \$25.00 ~~permit~~ application fee to partially defray the cost of processing same. The ~~permit~~ application fee is non-refundable, whether or not this application is approved. Applications will be processed on a first-come, first-served basis.

A down payment of 50% of total estimated fees will be due at time of contract signing. The remaining balance is due ten (10) business days before event.

All renters will be charged 6.8% ~~7%~~ sales tax unless a copy of the sales tax exemption certificate has been submitted at time of contract signing.

~~Maintenance fee~~ Set-up, tear down fee includes cleaning of floors and restrooms prior to event. It is the responsibility of the user to leave the facility and grounds clean and in good repair; costs of repair, trash removal and extraordinary cleaning, and replacements will be borne by the user.

Security/damage deposit will be refunded upon inspection by the City and determination that no apparent damage has taken place to the City facility or grounds. If damage is detected, the City will retain such portion of the security deposit as is necessary to restore the facility to its condition prior to the event. The remainder of the deposit, if any, will be returned along with an itemized list of damages and costs, including personnel costs.

The security/damage deposit or any portion thereof refunded by the City shall not constitute a waiver of any of the City's legal or equitable rights.

Fees may be waived by the City Manager or his designee for non-profit organizations or events considered of special value or importance to residents.

### **Media Duplication**

DVD .....	\$3.00 each
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### **ENGINEERING DIVISION**

General and Utility plat sheets (Color) .....	\$2.50 per sheet
(Blueprint).....	\$1.00 per sheet
City-wide maps (Color) .....	\$3.00 per sheet
Engineering Inspector Saturday/Holiday Request .....	Overtime Salary + 15% Administrative Fee
Engineering Division Manual of Minimum Design and Construction Standards .....	\$25.00 plus tax per manual

### **FINANCE DEPARTMENT**

Satisfaction of Liens.....	\$6.00
Color Copies .....	\$.60 each

### **FIRE DEPARTMENT**

Fire or Rescue reports .....	<b>SEE ALL DEPARTMENTS</b>
Emergency Medical Services (EMS) reports .....	<b>SEE ALL DEPARTMENTS</b>

#### **ACLS Classes**

Initial Provider Class.....	\$120.00
Renewal.....	\$ 75.00

#### **CPR Classes**

Healthcare Provider Fee.....	\$35.00
<del>Healthcare Provider Recertification.....</del>	<del>\$30.00</del>
Heart Saver/AED .....	\$15.00

\*Note: books and materials at current price.

### **Fire Prevention & Public Education**

Fire Safety Lectures/presentation.....	No Charge
Smoke Alarms/Installations .....	No Charge
Station Visits/Fire Truck Visits .....	No Charge

## **Requested/Required Equipment and Personnel Cost for Special Events**

### **Level I**

1,000 – 4,999 attendees .....	\$70.75/hr
Special Rescue and First Aid Tent	
EMS Crew	

### **Level II**

5,000 – 9,999 attendees .....	\$120.50/hr
Special Rescue and First Aid Tent	
EMS Crew	
Officer	

### **Level III**

Greater than 10,000 attendees .....	\$241.00/hr
Minimum two Special Rescue(s) and First Aid Tent	
Minimum two EMS Crews	
Two Officers	

<b><u>ALS Fire Engine</u></b> .....	\$182.00/hr
Lieutenant	
Firefighter	
Firefighter Paramedic	

<b><u>Ladder Truck</u></b> .....	\$231.80/hr
Lieutenant	
Two Firefighters	

<b><u>Squad</u></b> .....	\$98.00/hr
Two Firefighters	

<b><u>Staff Vehicles</u></b> .....	\$60.50/hr
Firefighter	
Lieutenant .....	\$35.00/hr
Command Officer .....	\$35.00/hr
Inspector .....	\$40.00/hr
Pickup Truck .....	\$19.50/hr

The Fire Department reserves the right to increase these basic levels of service if the event is considered to be a high risk event that may require more medical intervention. An example of this would be a large concert during extreme weather conditions (high heat & humidity). Fees based on 2016 FEMA Schedule of Equipment Rates.

## **Fire & Prevention Division Services**

Requested/Required Hydrant Flow .....	\$70.00
Mandated State/County Licensure Fire Inspections	
ALF, Foster Homes, Nursing Homes, etc. ....	\$45.00
Mandated Fire Safety/Disaster Plan Review/Approval .....	\$35.00
Commercial Fireworks Displays permit .....	\$140.00*
*Fire Marshal may require additional fire suppression support	
Burn Permits for public/ceremonial use.....	\$35.00*
*Private recreational fires do not require permit.	
Fire Watch as required by fire marshal .....	See personnel/equipment cost

## **LEISURE SERVICES**

## **PUBLIC WORKS DEPARTMENT**

## **LIBRARY AND CULTURAL AFFAIRS**

### **Library Card**

Residents of Pinellas Park and Unincorporated Pinellas ....	No charge
Residents of Other Municipalities Participating in PPLC ..	No charge
Residents of Areas Not Included in PPLC	
(3 months) .....	\$ 25.00
(6 months) .....	\$ 50.00
(12 months) .....	\$100.00
Replacement card.....	\$ 1.00

### **Overdue Charges for Library Items**

Books, Audiobooks, Music CDs, Magazines, etc.....	\$.20 per day per item (maximum charge \$5.00 per item)
DVD Films.....	\$.50 per day per item (maximum charge \$5.00 per item)
Inter-Library Loan Items .....	\$.25 per day per item (maximum charge \$5.00 per item)
Service Charge for Retrieval of Long Overdue Items.....	\$10.00 per patron, per referral (including Inter-Library Loan Items Collection Fee)
Special Education Sets, Phonics Kits, Book.....	\$1.00 per day per item
Club Kits .....	(maximum charge \$10.00 per item)

### **Lost, Not Returned, or Damaged Library Materials**

Page Replacement .....	\$2.00 ea
Torn Page Repair .....	\$1.00 ea
Bar Codes Replacement .....	\$.50
Book Jacket Replacement (includes Mylar Cover).....	\$3.00
Cleaning Fee (erasing writing, cleaning food residue, sand, etc.)	\$3.50 per item
Full Replacement of Books, Magazines, CDs, Video Recordings, Sound Recordings and Kits.....	New Retail Price plus \$5.00 processing fee
Hang up Bags for Kits and Puzzles.....	\$.75
Audio-Visual Cases (DVD, Audio, Multimedia, etc.).....	\$5.00 ea
Inter-Library Loan Materials .....	\$10.00 service charge plus replacement and processing costs per owning library

### **Services**

“Self-service” copying and computer printing.....	\$.15 b/w; \$.30 color (ea)
Test Proctoring, up to 3 consecutive hours .....	\$10.00 per test

### **Miscellaneous Items For Sale**

USB Flash Drives .....	\$5.00
Earbuds .....	\$1.50
Used Book Sale Items .....	Variable
Tote Bags (fabric) .....	\$3.00; \$4.00

### **PARKS DIVISION ADMINISTRATION**

#### **Facility Rental Usage – Pinellas Park Athletic & Ball Fields\***

Rental Fee .....	\$ 22.50/hour per field
Electrical Charge (lighting) .....	\$ 17.27/hour per field
Key Deposit .....	\$ 50.00
Facility Damage Deposit .....	\$ 50.00
Janitorial .....	\$ 13.50/hour
Parks Maintenance Worker .....	\$26.87 hour
Bleacher Rental – General Public .....	\$200.00/day
Bleacher Rental – Non-Profit Organization.....	\$100.00/day

\*All rentals will be charged 7 6.8% sales tax unless a copy of the sales tax exemption certificate has been submitted at time of application.

It is the responsibility of the user to leave the facility and grounds clean and in good repair; costs of repair, trash removal and extraordinary cleaning and replacements will be borne by the user.

Security/damage deposit will be refunded upon inspection by the City and determination that no apparent damage has taken place to the City facility or grounds. If damage is detected, the City will retain such portion of the security deposit as is necessary to restore the facility to its condition prior to the event. The remainder of the deposit, if any, will be returned along with an itemized list of damages and costs, including personnel costs.

The security/damage deposit or any portion thereof refunded by the City shall not constitute a waiver of any of the City's legal or equitable rights.

Keys must be returned within three (3) business days of the conclusion of the event to avoid forfeiture of key deposit.

Fees may be waived by the City Manager or his designee for non-profit organizations or events considered of special value or importance to residents.

**Facility Rental Usage – Pinellas Park Equestrian Center\***

Rental Fee – General Public.....	\$ 100.00/day
Rental Fee – Non-Profit Organizations.....	\$ 50.00/day
Electrical Charge (lighting).....	\$ 17.00/hour
Equestrian Center Damage Deposit .....	\$ 50.00
Key Deposit.....	\$ 50.00
Bleacher Rental – General Public .....	\$200.00/day
Bleacher Rental – Non-Profit Organizations .....	\$100.00/day

\*All rentals will be charged 7 6.8% sales tax unless a copy of the sales tax exemption certificate has been submitted at time of application.

It is the responsibility of the user to leave the facility and grounds clean and in good repair; costs of repair, trash removal and extraordinary cleaning and replacements will be borne by the user.

Security/damage deposit will be refunded upon inspection by the City and determination that no apparent damage has taken place to the City facility or grounds. If damage is detected, the City will retain such portion of the security deposit as is necessary to restore the facility to its condition prior to the event. The remainder of the deposit, if any, will be returned along with an itemized list of damages and costs, including personnel costs. The security/damage deposit or any portion thereof refunded by the City shall not constitute a waiver of any of the City's legal or equitable rights.

Keys must be returned within three (3) business days of the conclusion of the event to avoid forfeiture of key deposit.

Fees may be waived by the City Manager or his designee for non-profit organizations or events considered of special value or importance to residents.

## **RECREATION DIVISION—RECREATION SERVICES**

### **Recreation Activity Card\***

City Resident* .....	\$5.00 per year
Largo Resident** .....	\$5.00 per year
Non-Resident .....	\$85.00 per year
Non-Resident Senior .....	\$25.00 per year
Duplicate card .....	\$ 2.00
City Employees .....	No Charge
Retired City Employees .....	No Charge

City Employees considered as residents for purposes of Recreation Activities. Fees include applicable sales tax.

\* Fees include applicable sales tax.

\*\*Residents within the municipal boundaries of the City of Largo are eligible for Resident rates under reciprocal agreement.

### **Program and Activity Fees**

#### **Youth Recreation Program Fees**

Summer Play Camp <del>Weekly</del> Registration <u>Broderick</u> .....	<del>\$58.00</del> \$585.00
Summer Play Camp Registration <u>Forbes</u> .....	\$585.00
Summer Play Camp <u>Youth Park</u> .....	\$250.00

#### **Aquatics Activity Fees\***

Season Pass – Youth .....	\$30.00
Season Pass – Adult .....	\$40.00
<u>Season Pass: Non-Member – Youth</u> .....	<u>\$45.00</u>
<u>Season Pass: Non-Member – Adult</u> .....	<u>\$60.00</u>
Season Pass – Employee and <u>Household</u> Family....	No Charge
<u>Season Pass – Retiree</u> .....	<u>No Charge</u>
Recreation and Lap Swim – Youth .....	\$1.50
Recreation and Lap Swim – Adult .....	\$2.00
Recreation and Lap Swim – Guest of <u>Rec Card</u>	
<u>Member – Youth</u> .....	<del>\$2.50</del> 2.00
<u>Recreation and Lap Swim: Guest of Rec Card</u>	
<u>Member – Adult</u> .....	<u>\$2.50</u>
<u>Recreation and Lap Swim: Non Member – Youth</u> .	<u>\$4.00</u>
<u>Recreation and Lap Swim: Non Member – Adult ..</u>	<u>\$5.00</u>
<del>Recreation and Lap Swim – Summer Camp Group Rate</del>	<del>\$1.50</del>

\*Fees include applicable sales tax.

### **Aquatics Program Fees**

Swim Team* .....	<del>\$40.00</del> 50.00
Swim Team: Non Member.....	\$75.00
Arthritis Class .....	\$2.50
Arthritis Punch Pass (15 Visits).....	\$30.00

\*Meet fees are additional at current prices.

### **Aquatics Instructional Fees**

Swimming Lessons .....	\$25.00
Swim Lessons: Non Member.....	\$37.50
Private Swimming Lessons (0.5 hour session) .....	\$15.00
Private Swimming Lessons (0.5 Hour Session):	
Non Member .....	\$22.50
Water Safety Instructor Course <u>Blended Learning</u> )	<del>\$185.00</del> 140.00
Life Guard Training Course .....	<del>\$175.00</del> 160.00
Life Guard Training Course — Internet.....	\$50.00
Life Guard Challenge.....	<del>\$25.00</del> 40.00
Jr. Guard Start Course.....	\$35.00
Swim Team Conditioning – 10 Week.....	<del>\$40.00</del> 50.00

### **Fitness Room Access\***

#### **Forbes Recreation Center & Broderick Center \***

Annual Pass .....	\$75.00
<del>6 Month Pass (180 days).....</del>	<del>\$45.00</del>
Per Visit .....	\$1.50
City Employee.....	No Charge
Retired City Employees .....	No Charge

\*Fees include applicable sales tax.

### **Facility Rental Fees\***

#### **Facility Rental Usage – Forbes, and Broderick Recreation Centers\***

<del>Meeting</del> Multi-Purpose Room .....	\$15.00/hour
<del>Meeting</del> Multi-Purpose Room w/kitchen.....	\$20.00/hour
Kitchen Damage Deposit .....	\$50.00
Gymnasium, Forbes Recreation (minimum 2 hours)	\$35.00/hour
Gymnasium Damage Deposit .....	\$100.00
Staff Charge (if required).....	\$20.00/hour each
Arts & Crafts Room.....	\$15.00/hour



### **Facility Rental Usage – Senior Recreation Center\***

Main Hall (minimum 2 hours) .....	\$35.00/hour
Main Hall w/kitchen (minimum 2 hours) .....	\$40.00/hour
Kitchen Damage Deposit .....	\$100.00
Senior Fitness Annex (minimum 2 hours) .....	\$35.00/hour
Staff Charge (if required) .....	\$20.00/hour

### **Facility Rental Usage – Skyview Pool \***

Pavilion Rental.....	\$10.00/2 hour rental
<u>Plus Day Admission per Guest – Youth .....</u>	<u>\$1.50</u>
<u>Plus Day Admission per Guest – Adult .....</u>	<u>\$2.00</u>
Main Pool Rental, 0-50 Guests .....	\$125.00/hour
Main Pool Rental, 51-100 Guests .....	\$165.00/hour
Activity Pool Rental, 0-25 Guests.....	\$75.00/hour
Activity Pool Rental, 26-50 Guests.....	\$105.00/hour
Main and Activity Pool Rental, 0-50 Guests .....	\$155.00/hour
Main and Activity Pool Rental, 51-100 Guests .....	\$195.00/hour
Main and Activity Pool Rental, 101-150 Guests ....	\$235.00/hour

### **Freedom Lake Community Garden\***

Garden Box Rental.....	\$15.00 per 6-month season
Garden Key Deposit.....	<del>\$10.00</del> <u>\$25.00</u>

Garden Box rental requires a current Resident or Non-Resident Rec ID Card. Key deposit will be refunded upon return of key and inspection by the City to determine that the garden box has been cleared of vegetation.

### **Pavilion Reservations/Rental Charges**

<del>Half-day for any 4 hour period Sunrise to 1:00 pm</del>	
<u>6 hour period 7:00 am to 1:00 pm.....</u>	<u>\$ 20.00*</u>
<del>Half-day for any 4 hour period 1:30 pm to Sunset..</del>	
<u>6 hour period 1:30 pm to 7:30 pm .....</u>	<u>\$ 20.00*</u>
Full-day <del>Sunrise to Sunset</del> <u>7:00 am to 7:30 pm .....</u>	<u>\$ 40.00*</u>

It is the responsibility of the user to leave the pavilions clean of trash, food waste and debris. Cost of clean-up will be borne by the user.

(Moved)\*All renters will be charged ~~7~~ 6.8% sales tax unless a copy of the sales tax exemption certificate has been submitted at time of application.

It is the responsibility of the user to leave the facility and grounds clean and in good repair; costs of repair, trash removal and extraordinary cleaning, and replacements will be borne by the user.

Security/damage deposit will be refunded upon inspection by the City and determination that no apparent damage has taken place to the City facility or grounds. If damage is detected, the City will retain such portion of the security deposit as is necessary to restore the facility to its condition prior to the event. The remainder of the deposit, if any, will be returned along with an itemized list of damages and costs, including personnel costs. The security/damage deposit or any portion thereof refunded by the City shall not constitute a waiver of any of the City's legal or equitable rights.

Fees may be waived by the City Manager or his designee for non-profit organizations or events considered of special value or importance to residents.

Staff Activity Classes at Broderick, Forges, the Senior Center and Youth Park, i.e., Football league, Track & Field, Soccer League, etc.: Residents \$40.00 and Non-Residents \$60.00.

Any instructional classes being taught at any of the Recreation Centers, the Instructor shall remit fifteen percent (15%) of all monies collected for classes.

### **NEIGHBORHOOD SERVICES DEPARTMENT**

Annual Registration Fee (Foreclosures).....	\$200.00 each property
Emergency Nuisance Abatement Administrative Fee .....	\$100.00
Lien Appeal Application.....	\$100.00
Lot Cleaning Administrative Fee/ Public Nuisance Lien Admin Fee .....	\$100.00

### **PLANNING DIVISION**

Comprehensive Plan (Hard Copy) .....	See All Departments
Comprehensive Plan Supporting Documents (Hard Copy) .....	See All Departments
Comprehensive Plan & Supporting Documents (CD ROM).....	\$ 15.00
Color Maps (8.5" x 11" or smaller) .....	\$ .60 each

### **POLICE DEPARTMENT**

Accident and Offense Reports .....	<b>SEE ALL DEPARTMENTS</b>
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### **Record Checks**

Service Counter - in person.....	No charge
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### **PUBLIC WORKS**

<del>Customer Service (Culvert) Estimate .....</del>	<del>15% of estimate</del>
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**PURCHASING DEPARTMENT**

Contract Specification Documents .....Varies as to project

**UTILITY BILLING**

Lock replacement .....	\$6.50
Curb stop turn off.....	\$22.60
Main line cap .....	\$45.00
Pool fill reads .....	\$4.00
Returned check.....	\$15.00

**ZONING DIVISION**

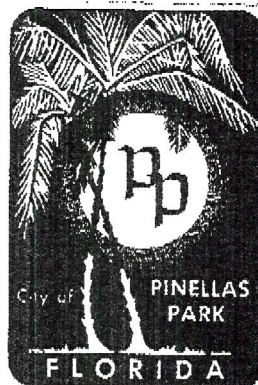
Maps (8.5" x 11" -_Color) .....	\$1.00 each
Maps – (11" x 17" or larger - Color) .....	\$3.00 each
Miscellaneous Copies .....	<b>SEE ALL DEPARTMENTS</b>
<u>Use of City-Owned Utility Poles (attachment of wireless infrastructure)</u>	<u>\$150.00 per pole per year</u>

City of  
**PINELLAS PARK**

5141 78TH AVE. • P.O. BOX 1100  
PINELLAS PARK, FL 33780-1100

**Please Respond To:**

James W. Denhardt, City Attorney  
Lauren Christ Rubenstein, Assistant City Attorney  
Denhardt and Rubenstein, Attorneys at Law  
2700 First Avenue North  
St. Petersburg, Florida 33713  
(727) 327-3400 - Telephone  
(727) 323-0888 - Facsimile

**FLORIDA**

PHONE • (727) 369-0700  
FAX • (727) 544-7448

July 3, 2018



Diane M. Corna, MMC  
City Clerk  
City of Pinellas Park  
P. O. Box 1100  
Pinellas Park, Florida 33780-1100

**RE: City Document #18-167**  
**Resolution Amending Administrative Fees**

Dear Ms. Corna:

I have received and reviewed the above-referenced Resolution amending the City's Administrative Fees Schedule. I would approve of the Resolution as to form and correctness.

Very truly yours,

Lauren C. Rubenstein  
Assistant City Attorney

cc: Doug Lewis, City Manager  
Diane M. Corna, MMC, City Clerk  
Patrick Murphy, Deputy City Manager

LCR/dh  
18-167.07032018.LDC.Adm Fee Sch Res.wpd.wpd



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# City of Pinellas Park

## Staff Report

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**File #:** 18-496, **Version:** 1

**Agenda Date:** 7/12/2018

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**DESIGNATION OF CITY'S VOTING DELEGATE - At Florida League of Cities 92<sup>nd</sup> Annual Conference, August 16-18, 2018**

NOTE: The Florida League of Cities has requested that each city designate one person to be the voting delegate at the Florida League of Cities 92<sup>nd</sup> Annual Conference, August 16-18, 2018. One official from each city will make decisions that determine the direction of the League. Policy development, election of League leadership, and adoption of resolutions are undertaken during the business meeting.

ACTION: (Approve - Deny) Designation of \_\_\_\_\_ to serve as the Voting Delegate at the 92<sup>nd</sup> Annual Conference of the Florida League of Cities in Hollywood, FL.

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301 South Bronough Street • Suite 300 • P.O. Box 1757 • Tallahassee, FL 32302-1757 • (850) 222-9684 • Fax (850) 222-3806 • www.floridaleagueofcities.com

TO: Municipal Key Official

FROM: Michael Sittig, Executive Director

DATE: May 7, 2018

SUBJECT: 92nd Annual FLC Conference  
VOTING DELEGATE INFORMATION  
August 16-18, 2018 – The Diplomat Beach Resort, Hollywood



The Florida League of Cities' Annual Conference will be held at The Diplomat Beach Resort, Hollywood, Florida on August 16-18. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida for 2017.

Conference registration materials will be sent to each municipality in the month of June. Materials will also be posted on-line. Call us if you need additional copies.

If you have any questions on voting delegates, please call Gail Dennard at the League (850) 701-3619 or (800) 616-1513, extension 3619. **Voting delegate forms must be received by the League no later than August 10, 2018.**

Attachments: Form Designating Voting Delegate

President Gil Ziffer, Commissioner, Tallahassee

First Vice President Leo E. Longworth, Vice Mayor, Bartow • Second Vice President Isaac Salver, Councilman, Bay Harbor Islands  
Executive Director Michael Sittig • General Counsel Kraig Conn

**92nd Annual Conference  
Florida League of Cities, Inc.  
August 16-18, 2018  
Hollywood, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. ***Municipalities do not need to adopt a resolution to designate a voting delegate.***

Please fill out this form and return it to the League office so that your voting delegate may be properly identified.

**Designation of Voting Delegate**

Name of Voting Delegate: \_\_\_\_\_

Title: \_\_\_\_\_

Municipality of: \_\_\_\_\_

**AUTHORIZED BY:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Return this form to:

Gail Dennard  
Florida League of Cities, Inc.  
Post Office Box 1757  
Tallahassee, FL 32302-1757  
Fax to Gail Dennard at (850) 222-3806 or email [gdennard@flcities.com](mailto:gdennard@flcities.com)





# City of Pinellas Park

## Staff Report

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**File #:** 18-491, **Version:** 1

**Agenda Date:** 7/12/2018

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**AUTHORIZATION FOR THE MAYOR TO SIGN A CONTRACT FOR THE PURCHASE OF REAL PROPERTY FROM DEBRA OSTROFSKY - 10875 60<sup>th</sup> Street North**

NOTE: This real estate contract is for the proposed purchase of ten (10) feet of a portion of the real property located at 10875 60<sup>th</sup> Street North. The City has a road widening improvement project planned for 60<sup>th</sup> Street North, a currently undersized collector road that changes size throughout. At the request of the City's Public Works Department, City staff has negotiated a purchase price of Eight Thousand Dollars (\$8,000.00). The purchase would be charged to account #301382-562504.

ACTION: (Approve - Deny) Authorization for the Mayor to sign a Contract for Purchase of Real Property located at 10875 60<sup>th</sup> Street North from Debra Ostrofsky, in the amount of Eight Thousand Dollars (\$8,000.00) plus closing costs, to be charged to the appropriate account, subject to the closing documents being acceptable to the City Attorney.

**CONTRACT FOR PURCHASE OF REAL PROPERTY  
BY  
THE CITY OF PINELLAS PARK, FLORIDA**

**PARTIES:** DEBRA OSTROFSKY, (herein "Seller"), of 1825 South Lake Avenue, Clearwater, FL 33756-1827, and the **CITY OF PINELLAS PARK, FLORIDA, a Municipal Corporation of the State of Florida** (herein "Buyer" or "City"), of 5141 78<sup>th</sup> Avenue North, Pinellas Park, Florida 33781, Attention: **Douglas A. Lewis, City Manager**, Phone: (727) 369-0704 (collectively "Parties") hereby agree that the Seller shall sell and the Buyer shall buy the following real property ("Real Property") and personal property ("Personalty") (collectively "Property") upon the following terms and conditions.

**THE SUM AND CONDITIONS SPECIFIED HEREIN ARE SUBJECT TO THE APPROVAL OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, FLORIDA. THE "EFFECTIVE DATE" OF THIS CONTRACT IS THE DATE OF EXECUTION BY DULY AUTHORIZED CITY OFFICIALS. TIME IS OF THE ESSENCE IN THIS CONTRACT. Time periods of five days or less shall be computed without including Saturday, Sunday, or national legal holidays; and any time period ending on a Saturday, Sunday, or national legal holiday shall be extended until 5:00 P.M. on the next business day.**

**1. PROPERTY DESCRIPTION:**

A PORTION OF PARCEL:	Tax Parcel No.17/30/16/69750/400/3405
LEGAL DESCRIPTION:	<u>THE PROPERTY TO BE DEEDED TO THE CITY OF PINELLAS PARK FOR RIGHT OF WAY IS LOCATED IN THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 30 SOUTH, RANGE 16 EAST, AND IS THAT PORTION OF FARM 34, PINELLAS FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGES 4 AND 5 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, BEING FURTHER DESCRIBED AS FOLLOWS: THE EAST 10.00' OF THE WEST 25.00 ' OF THE NORTH 1/2 OF THE SOUTH 1/2 OF FARM 34, PINELLAS FARMS, FURTHER DESCRIBED ABOVE. A PARCEL CONTAINING 0.04 ACRES M.O.L.</u>
STREET ADDRESS:	<u>10875 60<sup>th</sup> Street North</u>
City / Zip /State:	<u>Pinellas Park, Florida 33781</u>
PERSONALITY:	<u>None</u>

**2. FULL PURCHASE PRICE:** .....**\$8,000.00**

**3. MANNER OF PAYMENT:**

- a) Within ten (10) days of the Effective Date, check to be delivered to Pinellas Park Title, to be held in escrow, \_\_\_\_\_ in \_\_\_\_\_ the \_\_\_\_\_ amount of.....**\$0.00**
- b). City of Pinellas Park check in U.S. funds at time of closing.....**\$8,000.00**

**4. DETERMINATION OF PURCHASE PRICE:** The Full Purchase Price as shown herein has been reached through negotiations with the Seller's Agent by City staff. The Price is based on:

a. ☐ Appraisal of the real property performed for the ☐ Buyer or for ☐ Seller by a Florida certified real estate appraiser.

b. ☐ Additional appraisals performed for the ☐ Buyer or for ☐ Seller: NA

c. ☒ Market value estimate prepared by City staff based on analysis of recent comparable real estate transactions.

**5. TIME FOR ACCEPTANCE; APPROVALS:** Following execution of this contract by Seller, the price, terms and conditions as contained herein shall remain unchanged and shall be held unconditionally open for a period of thirty (30) days following delivery of five (5) originals to **Shannon Coughlin, Economic Development Manager**, for the City of Pinellas Park for acceptance and approval, counteroffer, or rejection in accordance with action by the Pinellas Park City Council ("Council"). If this agreement is accepted and approved by Council, it will be executed by duly authorized City officials and delivered to Buyer within 10 days thereafter. If a counteroffer is approved by Council, it shall be delivered to Seller in writing within 10 days of such action by Council, and Seller shall have 10 days thereafter to deliver to Buyer written notice of acceptance or rejection of such counteroffer. If written notice of acceptance is not timely delivered, or if the counteroffer is rejected by Seller, this contract shall thereafter be null and void in all respects. If this contract is rejected by Council upon initial presentation to the Council, this contract shall be null and void in all respects.

**6. TITLE:** Seller warrants legal capacity to convey and shall convey marketable title to the Property by Special Warranty Deed, as appropriate to the status of Seller, subject only to matters contained in Paragraph 7, acceptable to Buyer. Otherwise, title shall be free of liens, easements and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; and (other matters which title will be subject); provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property as public property. Seller warrants and represents that there is ingress and egress to the Real Property sufficient for the intended use as described herein. Personalty shall, at Buyer's request, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided herein.

**7. TITLE EVIDENCE:** Buyer shall, at Buyer's expense and within ten (10) days prior to closing date, procure a title insurance commitment issued by a Florida licensed title insurer reflecting only liens, encumbrances, exceptions or qualifications set forth in this Contract, and those which shall be discharged by Seller at or before closing. Seller shall convey a marketable title subject only to liens, encumbrances, exceptions or qualifications set forth in this Contract. Marketable title shall be determined according to applicable Title Standards as utilized in the State of Florida and incorporated into the standard Contract for Purchase and Sale of Real Estate adopted jointly by The Florida Bar and the Florida Association of Realtors. Buyer shall have five (5) days from receiving evidence of title to examine it. If title is found defective, Buyer shall, within three (3) days thereafter, notify Seller in writing specifying defect(s). If the defect(s) renders title unmarketable, Seller will have 120 days from receipt of notice within which to remove the defect(s), failing which Buyer shall have the option of either accepting the title as it then is or withdrawing from this Contract. Seller will, if title is found unmarketable, make diligent effort at no cost to Buyer, to correct defect(s) in title within the time provided therefor, including the bringing of necessary suits.

**8. SURVEY:** Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have Real Property surveyed and certified to the Buyer, Seller, and closing agent by a registered Florida land surveyor. If survey shows any encroachment on Real Property, or that improvements located on Real Property encroach on setback lines, easements, lands of others, or violate any restrictions, contract covenants, or applicable governmental regulations, the same shall constitute a title defect. The survey shall be performed to minimum technical standards of Chapter 61G17-6 Florida Administrative Code and may include a description of the property under the Florida Coordinate System as defined in Chapter 117, Florida Statutes.

**9. CLOSING PLACE AND DATE:** Buyer shall designate closing agent and this transaction shall be closed in the offices of the designated closing agent in Pinellas County, Florida, on or before thirty (30) days from Effective Date, unless extended by other provisions of this contract. If either party is unable to comply with any provision of this contract within the time allowed, and be prepared to close as set forth above, after making all reasonable and diligent efforts to comply, then upon giving written notice to the other party, time of closing may be extended up to 30 days without effect upon any other term, covenant, or condition contained in this contract.

**10. CLOSING DOCUMENTS:** Seller shall furnish deed, bill of sale (if applicable), mechanics' lien affidavit, assignments of leases, tenant and mortgage estoppel letters, and corrective instruments. If Seller is a corporation, Seller shall deliver a resolution of its Board of Directors authorizing the sale and delivery of the deed and certification by the Corporate Secretary certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. Buyer shall furnish a closing statement.

**11. CLOSING EXPENSES:** Documentary stamps on the deed, unless this transaction is exempt under Chapter 201.24, Florida Statutes, shall be paid by the Buyer. Buyer shall also pay the costs of recording any corrective instruments. Recordation of the deed shall be paid by Buyer.

**12. PRORATIONS; CREDITS:** Taxes, assessments, rent (if any) and other revenue of the Property shall be prorated through the day before closing. Closing agent shall collect all ad valorem taxes uncollected but due through day prior to closing and deliver same to the Pinellas County Tax Collector with notification to thereafter exempt the Property from taxation as provided in Chapter 196.012(6), Florida Statutes. If the amount of taxes and assessments for the current year cannot be ascertained, rates for the previous year shall be used with due allowance being made for improvements and exemptions. Any deposits held by Seller in trust for third parties in occupancy of the Property shall be credited to Buyer at time of closing. Assessments for any improvements that are substantially complete at time of closing shall be paid in full by Seller.

**13. OCCUPANCY:** Seller warrants that there are no parties in occupancy other than the Seller, or as otherwise disclosed herein. If Property is intended to be rented or occupied beyond closing, the fact and terms thereof shall be stated herein, and the tenant(s) or occupant(s) disclosed pursuant to Paragraph 14. Seller agrees to deliver occupancy of the Property at time of closing unless otherwise stated herein. If occupancy is to be delivered before closing, Buyer assumes all risk of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted Property in its existing conditions as of the time of taking occupancy unless otherwise stated herein or in separate writing.

**14. PROPERTY CONDITION:** Seller shall deliver the Property to Buyer at time of closing in its present "as is" condition, ordinary wear and tear excepted, and shall maintain the landscaping and grounds in a comparable condition. Seller makes no warranties other than as disclosed herein in Paragraph 18 ("SELLER WARRANTIES") and marketability of title. Buyer's covenant to purchase the Property "as is" is more specifically represented in each subparagraph a. or b. as marked [X].

- a. ☒ As Is with final walk through prior to closing: Buyer has inspected the Property or waives any right to inspect and accepts the Property in its present "as is" condition.
- b. ☐ As Is With Right of Inspection: Buyer may, at Buyer's expense and within 90 days from Effective Date ("Inspection Period"), conduct inspections, tests, environmental and any other investigations of the Property Buyer deems necessary to determine suitability for Buyer's intended use. Seller shall grant reasonable access to the Property to Buyer, its agents, contractors and assigns for the purposes of conducting the inspections provided, however, that all such persons enter the Property and conduct the inspections and investigations at their own risk. Buyer shall not engage Seller will, upon reasonable notice, provide utilities services as may be required for Buyer's inspections and investigations. in any activity that could result in a mechanics' lien being filed against the Property without Seller's prior written consent. Buyer may terminate this contract by written notice to Seller prior to expiration of the Inspection Period if the inspections and/or investigations reveal conditions which are reasonably unsatisfactory to Buyer, unless Seller elects to repair or otherwise remedy such conditions to Buyer's satisfaction; or Buyer, at its option, may elect to accept a credit at closing of the total estimated repair costs as determined by a licensed general contractor of Buyer's selection and expense. If this transaction does not close, Buyer agrees, at Buyer's expense, to repair all damages to the Property resulting from the inspections and investigations and return the Property to its present condition.

**15. PROCEEDS OF SALE; CLOSING PROCEDURE:** The deed shall be recorded upon clearance of funds. Proceeds of sale be held in escrow by Seller's attorney or by such other mutually acceptable escrow agent for a period of not longer than five (5) days from and after closing, during which time evidence of title shall be continued at Buyer's expense to show title in Buyer, without any encumbrances or change which would render Seller's title unmarketable from the date of the last title evidence. If Seller's title is rendered unmarketable through no fault of the Buyer, Buyer shall, within the 5-day period, notify the Seller in writing of the defect and Seller shall have 30 days from the date of receipt of such notification to cure the defect. If Seller fails to timely cure the defect, all funds paid by or on behalf of the Buyer shall, upon written demand made by Buyer and within five (5) days after demand, be returned to Buyer; and simultaneously with such repayment, Buyer shall return Personalty and vacate Real Property and reconvey it to Seller by special warranty deed. If Buyer fails to make timely demand for refund, Buyer shall take title "as is," waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed. The escrow and closing procedure required by this provision shall be waived if title agent insures adverse matters pursuant to Section 627.7841, F.S. (1987), as amended.

**16. DEFAULT:** If this transaction is not closed due to any default or failure on the part of the Seller, other than to make the title marketable after diligent effort, Buyer may seek specific performance or unilaterally cancel this agreement upon giving written notice to Seller. If this transaction is not closed due to any default or failure on the part of the Buyer, Seller may seek liquidated damages or may seek specific performance.

**17. SELLER WARRANTIES:** Seller warrants that there are no facts known to Seller that would materially affect the value of the Property, or which would be detrimental to the Property, or which would affect Buyer's desire to purchase the property except as follows: (Specify known defects. If none are known, write "NONE.") NONE.

**18. RADON GAS NOTIFICATION:** In accordance with provisions of Section 404.056(6), Florida Statutes (1989), as amended, Buyer is hereby informed as follows: RADON GAS: 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.

**19. CONTRACT NOT RECORDABLE; PERSONS BOUND:** Neither this contract nor any notice of it shall be recorded in any public records. This contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all.

**20. NOTICE:** All notices provided for herein shall be deemed to have been duly given if and when deposited in the United States Mail, properly stamped and addressed to the respective party to be notified, including the parties to this contract, the parties' attorneys, escrow agent, inspectors, contractors and all others who will in any way act at the behest of the parties to satisfy all terms and conditions of this contract.

**21. ASSIGNABILITY; PERSONS BOUND:** This contract [☒] is not assignable [☐] is assignable with Seller's approval. The terms "Buyer," "Seller," and "Broker" (if any) may be singular or plural. This Contract is binding upon Buyer, Seller, and their heirs, personal representatives, successors and assigns (if assignment is permitted).

**22. ATTORNEY FEES; COSTS:** In any litigation arising out of this contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

**23. TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Typewritten or handwritten provisions shall control all printed provisions of the contract in conflict with them.

24. **BROKER:** Buyer represents and agrees they have dealt with no Broker or finder in connection with the transactions contemplated hereby. Seller has a contract with Remax Action First for sale of the entire parcel.

25. **EFFECT OF PARTIAL INVALIDITY:** The invalidity of any provision of this contract will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this contract is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

26. **GOVERNING LAW:** It is agreed by and between the parties hereto that this contract shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

27. **COUNTERPARTS; FACSIMILE COPY:** This contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A facsimile copy of this contract, including any addendum, attachments and any written modifications hereof, and any initials or signature thereon shall be deemed an original.

28. **SPECIAL CLAUSES:** [ ] Not applicable, or [X] Special clauses that constitute agreements and covenants between the parties are listed below and made a part of this contract. When any special clause in the Addendum is in conflict with any provision contained elsewhere in this contract, then the special clause shall govern.

a. **Addendum to Contract**

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29. **SELLER COMPLIANCE WITH FLORIDA STATUTES SECTION 286.23:** Seller shall comply with Florida Statutes Section 286.23, and as it may be amended. Seller acknowledges Buyer's notice and waives any written notice requirements, and Seller shall provide the statutorily prescribed written public disclosure to Buyer prior to Seller or Buyer executing any offer or contract.

30. **EXHIBITS ATTACHED:** None

31. **ENTIRE AGREEMENT:** Upon execution by Seller and Buyer, this contract shall constitute the entire agreement between the parties, shall supersede any and all prior and contemporaneous written and oral promises, representations or conditions in respect thereto. All prior negotiations, agreements, memoranda and writings shall be merged herein. Any changes to be made in this agreement shall only be valid when expressed in writing, acknowledged by the parties and incorporated herein or attached hereto.

**ADDENDUM TO CONTRACT**

**ADDENDUM to that certain contract between the CITY OF PINELLAS PARK, FLORIDA, Buyer, and DEBRA OSTROFSKY, Seller of that Property located at 10875 60<sup>th</sup> Street North, Pinellas Park, Florida, and legally described as: Pinellas farms Southeast  $\frac{1}{4}$ , North  $\frac{1}{2}$  of South  $\frac{1}{2}$  of Farm 34 less road on West and West 192 feet of East 463.36 feet of South  $\frac{1}{4}$  of Farm 34.**

- 1. Seller shall pay its own attorney fees, mortgage related costs, or any existing liens, to close the transaction contemplated by this contract. Buyer agrees to pay all other closing costs.**
- 2. Seller will pay the 2018 tax proration through the date of closing.**
- 3. This Contract For Purchase Of Real Property is contingent upon the review and approval of the City Attorney.**
- 4. The Seller will pay Remax Action First at closing, as per their contract.**

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN APPROPRIATE PROFESSIONAL FOR LEGAL, TAX, ENVIRONMENTAL, AND OTHER SPECIALIZED ADVICE PRIOR TO SIGNING.

THE SUM AND CONDITIONS SPECIFIED HEREIN ARE SUBJECT TO APPROVAL BY THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, FLORIDA.

**Seller:** **DEBRA OSTROFSKY**

_____	_____	_____
(Date)	<b>Print Name</b>	<b>Signature</b>
	_____	
	(Social Security or Tax ID #)	

[ ] APPROVED AND ACCEPTED this \_\_\_\_\_ date of \_\_\_\_\_, 2018.

**CITY OF PINELLAS PARK, FLORIDA**

**Attest:**

\_\_\_\_\_  
**Diane M. Corna, MMC, City Clerk**

\_\_\_\_\_  
**By: Sandra L. Bradbury, Mayor**

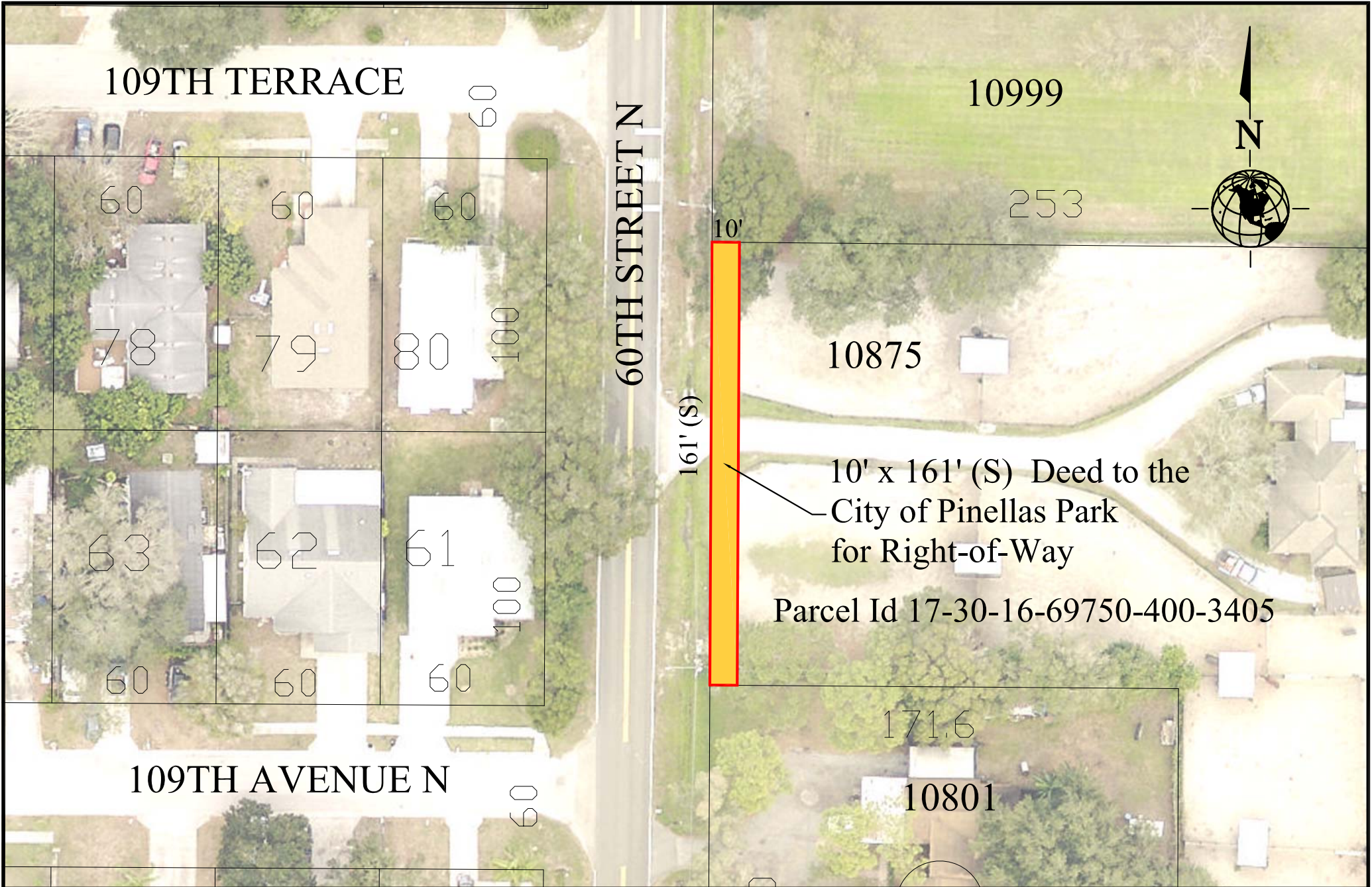
Approved as to form and legal correctness:


\_\_\_\_\_  
**James W. Denhardt, City Attorney**

\_\_\_\_\_ (Seller's Initials)

\_\_\_\_\_ (Mayor's Initials)







NTS

**10' x 161' (S) Portion of Parcel Id 17-30-16-69750-400-3405**  
**Deed to the City of Pinellas Park for Right-of-Way**  
**Pinellas Park, FL 33782**

City of  
**PINELLAS PARK**

5141 78TH AVE. • P.O. BOX 1100  
PINELLAS PARK, FL 33780-1100

**Please Respond To:**

James W. Denhardt, City Attorney  
Lauren Christ Rubenstein, Assistant City Attorney  
Denhardt and Rubenstein, Attorneys at Law  
2700 First Avenue North  
St. Petersburg, Florida 33713  
(727) 327-3400 - Telephone  
(727) 323-0888 - Facsimile



**FLORIDA**

PHONE • (727) 369-0700  
FAX • (727) 544-7448

June 7, 2018

Ms. Shannon Coughlin  
Economic Development Manager  
City of Pinellas Park  
P. O. Box 1100  
Pinellas Park, Florida 33780-1100

**RE: City Document #18-146**  
**Contract for Purchase from Ostrofsky**

Dear Ms. Coughlin:

I have received and reviewed the proposed Contract for Purchase of Real Property from Debra Ostrofsky. I assume that the premises are not under lease, and that paragraph 14 should be deleted in its entirety. Otherwise, we would be obligated to accept the property pursuant to any leases that might exist on the property.

With the omission of paragraph 14, I would otherwise approve of the proposed Contract as to form and correctness.

Very truly yours,

A handwritten signature in black ink, appearing to read 'James W. Denhardt'. The signature is fluid and cursive, with the first name 'James' and last name 'Denhardt' clearly legible.

James W. Denhardt  
City Attorney

cc: Doug Lewis, City Manager  
Diane M. Corna, MMC, City Clerk  
Patrick Murphy, Deputy City Manager  
Danny Taylor, Community Development

JWD/law  
18-146.06072018 LSC.Ostrofsky.wpd



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# City of Pinellas Park

## Staff Report

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**File #:** 18-492, **Version:** 1

**Agenda Date:** 7/12/2018

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### **REAPPOINTMENT TO THE PINELLAS PARK POLICE OFFICERS' PENSION BOARD OF TRUSTEES - One Council Appointed Resident Member**

NOTE: Ms. Muriel Bruno was originally appointed in 2008 to serve as a member on the Pinellas Park Police Officers' Pension Board. Ms. Bruno's term is due to expire October 2018, and she is interested in continuing this service. Members serve for a four-year term.

ACTION: (Approve - Deny) The reappointment of Muriel Bruno to serve as a resident member of the Pinellas Park Police Officers' Pension Board of Trustees with term to expire October 2022.

**Muriel Bruno Attendance Record  
Police Officers' Pension Board  
October 2014 – June 2018**

<b>MEETING DATE</b>	<b>PRESENT (P) / ABSENT (A)</b>
October 3, 2014	P
December 3, 2014	P
January 13, 2015	P
March 18, 2015	P
May 22, 2015	A
June 17, 2015	P
August 21, 2015	P
September 16, 2015	P
December 11, 2015	P
March 16, 2016	P
May 27, 2016	P
September 23, 2016	P
December 21, 2016	P
March 15, 2017	P
May 24, 2017	P
September 5, 2017	P
December 13, 2017	P
March 14, 2018	A
June 13, 2018	P
<b>19 meetings total</b>	<b>P for 17 meetings / A for 2 meetings</b>



# City of Pinellas Park

## Staff Report

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**File #:** 18-494, **Version:** 1

**Agenda Date:** 7/12/2018

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**CHANGE ORDER NO. 1 AND FINAL PAYMENT FOR PROJECT 17/023, WOUNDED WARRIORS ABILITIES RANCH (WWAR) AT LURIE PARK - Bandes Construction Company, Inc.**

NOTE: Change Order No. 1 is recommended for approval so that the final payment can be processed and the contract closed out. Change Order No. 1 represents an increase due to the addition of an irrigation system, asphalt trail, and a multi-use court, and a fence change, totaling \$70,277.55; an increase of the original contract amount by 6.45%. The WWAR group funded the \$24,525.29 for the multi-use court. The account to be charged will be 301-781-5625-20, 17/519-CONSTRU. The final contract amount is \$70,277.55 over the budgeted amount. With the funding provided by the WWAR group, the final contract amount is \$45,752.26 over the budgeted amount.

ACTION: (Approve - Deny) Authorization for approval and acceptance of Change Order No. 1, Project 17/023, Wounded Warriors Abilities Ranch (WWAR) at Lurie Park, an increase in the contract amount of \$70,277.55, for a total adjusted contract amount of \$1,159,777.55, and authorization for final payment of \$124,752.55 to Bandes Construction Company, Inc. to be charged to the appropriate account.

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# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: City of Pinellas Park

PROJECT: Wounded Warriors #17/023

P.O. Box 1100

Pinellas Park, FL 33780-1100

727-369-0616

FROM CONTRA

VIA ARCHITECT: Advanced Engineering and Design

Bandes Construction Co., Inc.

1368 Spalding Rd Ste C

Dunedin, FL 34698

CONTRACT FOR: General Construction

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM

\$ 1,089,500.00

2. Net change by Change Orders

\$ 70,277.55

3. CONTRACT SUM TO DATE (Line 1 + 2)

\$ 1,159,777.55

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)

\$ 1,159,777.55

5. RETAINAGE:

a. 5 % of Completed Work

\$ 0.00

b. (Column D + E on G703)

0

(Column F on G703)

0

Total Retainage (Lines 5a + 5b or

Total in Column I of G703)

\$ 0.00

6. TOTAL EARNED LESS RETAINAGE

\$ 1,159,777.55

(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

\$ 1,035,025.00

8. CURRENT PAYMENT DUE

\$ 124,752.55

9. BALANCE TO FINISH, INCLUDING RETAINAGE

\$ 0.00

(Line 3 less Line 6)

### CHANGE ORDER SUMMARY

Total changes approved in previous months by Owner

ADDITIONS

DEDUCTIONS

0.00

Total approved this Month

70,277.55

0.00

TOTALS

70,277.55

0.00

NET CHANGES by Change Order

70,277.55

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

APP #

5

APPLICATION DATE:

25-May-18

PERIOD TO:

31-May-18

CONTRACTOR

CONTRACTOR

PROJECT NOS:

City project #17/023

CONTRACT DATE:

Bandes project # 1734

1/4/18

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:

Robert Bandes

Date:

5/23/18

State of: Florida  
Subscribed and sworn to before me this  
Notary Public: 23 day of May  
My Commission expires: 2018

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED, ..... \$

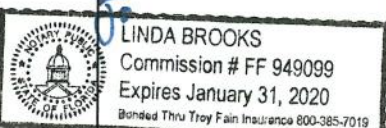
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



# CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.  
In tabulations below, amounts are stated to the nearest dollar.  
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 5  
APPLICATION DATE: 5/25/18  
PERIOD TO: 5/31/18  
ARCHITECT'S PROJECT NO:

Project Wounded Warriors

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)					% (G ÷ C)		
N.O.	Item Description									
G-1	Mobilization	\$107,034.00	\$107,034.00		0.00		107,034.00	100%	0.00	0.00
G-2	Maintenance of Traffic	\$2,000.00	\$2,000.00		0.00		2,000.00	100%	0.00	0.00
G-3	Erosion & Sediment Control	\$9,000.00	\$9,000.00		0.00		9,000.00	100%	0.00	0.00
S-1	Clearing/Demolition/Tree Removal	\$18,000.00	\$18,000.00		0.00		18,000.00	100%	0.00	0.00
S-2	Offsite Material Hauling	\$132,000.00	\$132,000.00		0.00		132,000.00	100%	0.00	0.00
S-3	Stormwater Pond & Floodplain Compensation									
S-3	Area Excavation	\$120,050.00	\$120,050.00		0.00		120,050.00	100%	0.00	0.00
S-4	Import and Place Clean Fill	\$210,000.00	\$210,000.00		0.00		210,000.00	100%	0.00	0.00
S-5	Finished Grading	\$62,625.00	\$62,625.00		0.00		62,625.00	100%	0.00	0.00
S-6	Asphalt Trail Construction	\$32,550.00	\$32,550.00		0.00		32,550.00	100%	0.00	0.00
S-7	Parking Lot Construction	\$160,500.00	\$160,500.00		0.00		160,500.00	100%	0.00	0.00
S-8	Asphalt Driveway Construction	\$12,250.00	\$12,250.00		0.00		12,250.00	100%	0.00	0.00
S-9	Concrete Sidewalk Construction (6")	\$4,500.00	\$4,500.00		0.00		4,500.00	100%	0.00	0.00
SW-1	Outfall Construction ( U-Headwall & Concrete Ditch Pavement	\$6,500.00	\$6,500.00		0.00		6,500.00	100%	0.00	0.00
SW-2	Construct Mitered End Section (FDOT Index No. 272)	\$1,100.00	\$1,100.00		0.00		1,100.00	100%	0.00	0.00
SW-3	Construct Mitered End Section (FDOT Index No. 273)	\$2,200.00	\$2,200.00		0.00		2,200.00	100%	0.00	0.00
SW-4	Construct 4' Dia. Manhole	\$6,000.00	\$6,000.00		0.00		6,000.00	100%	0.00	0.00
SW-5	Construct FDOT Type "F" DBI	\$5,400.00	\$5,400.00		0.00		5,400.00	100%	0.00	0.00
SW-6	Construct FDOT Type "D" DBI	\$7,800.00	\$7,800.00		0.00		7,800.00	100%	0.00	0.00
SW-7	Construct Control Structure	\$4,000.00	\$4,000.00		0.00		4,000.00	100%	0.00	0.00
SW-8	Construct Stormwater Piping (12"x18"ERCP)	\$18,000.00	\$18,000.00		0.00		18,000.00	100%	0.00	0.00
SW-9	Construct Stormwater Piping (15"RCP)	\$29,700.00	\$29,700.00		0.00		29,700.00	100%	0.00	0.00
SW-10	Construct Stormwater Piping (18"RCP)	\$29,880.00	\$29,880.00		0.00		29,880.00	100%	0.00	0.00
LS-1	Plant Cypress Trees	\$10,530.00	\$10,530.00		0.00		10,530.00	100%	0.00	0.00
LS-2	Plant Oak Tree	\$11,845.00	\$11,845.00		0.00		11,845.00	100%	0.00	0.00
LS-3	Plant Crape Myrtle Tree	\$9,480.00	\$9,480.00		0.00		9,480.00	100%	0.00	0.00



# CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: **5**  
APPLICATION DATE: **5/25/18**

PERIOD TO: **5/31/18**

ARCHITECT'S PROJECT NO:

Project Wounded Warriors

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
LS-4	Plant Holly Tree	\$2,075.00	\$2,075.00	0.00			2,075.00	100%	0.00	0.00
LS-5	Plant Maple Tree	\$2,075.00	\$2,075.00	0.00			2,075.00	100%	0.00	0.00
LS-6	Plant Hedge	\$2,700.00	\$2,700.00	0.00			2,700.00	100%	0.00	0.00
LS-7	Sodding	\$12,480.00	\$12,480.00	0.00			12,480.00	100%	0.00	0.00
LS-8	Hydroseeding	\$26,450.00	\$26,450.00	0.00			26,450.00	100%	0.00	0.00
M-1	Pavement Striping	\$3,050.00	\$3,050.00	0.00			3,050.00	100%	0.00	0.00
M-2	Concrete Bumper Guards	\$2,726.00	\$2,726.00	0.00			2,726.00	100%	0.00	0.00
M-3	Signage	\$2,000.00	\$2,000.00	0.00			2,000.00	100%	0.00	0.00
M-4	Existing Fence Protection & Modification	\$1,000.00	\$1,000.00	0.00			1,000.00	100%	0.00	0.00
M-5	Construct 6' White Vinyl Fence	\$12,000.00	\$12,000.00	0.00			12,000.00	100%	0.00	0.00
M-6	Contract Contingency	\$10,000.00	\$10,000.00	0.00			10,000.00	100%	0.00	0.00
	Sub Total Site Work	\$1,089,500.00	\$1,089,500.00	0.00		0.00	1,089,500.00		0.00	0.00
	<b>SITE Change Orders (PCR)</b>									
OCO 1	Irrigation/Asphalt Trail/Fence	\$45,752.26	\$0.00	45,752.26			45,752.26	100%	0.00	0.00
OCO2	Multi-use Court	\$24,525.29	\$0.00	24,525.29			24,525.29	100%	0.00	0.00
			\$0.00	0.00			0.00	100%	0.00	0.00
			\$0.00	0.00			0.00	100%	0.00	0.00
	<b>SITE &amp; PCR Sub Total</b>	<b>\$1,159,777.55</b>	<b>\$1,089,500.00</b>	<b>70,277.55</b>		<b>\$0.00</b>	<b>\$1,159,777.55</b>		<b>0.00</b>	<b>0.00</b>

GC000	<b>General Conditions</b>									
GC001	General Conditions		\$0.00	0.00			0.00	0%	0.00	0.00
GC002	Bond Premium		\$0.00	0.00			0.00	0%	0.00	0.00
GC003	Builders Risk		\$0.00	0.00			0.00	0%	0.00	0.00
GC004	GC Fees / Overhead		\$0.00	0.00			0.00	0%	0.00	0.00
	<b>General Conditions Sub Total</b>		<b>\$0.00</b>	<b>0.00</b>			<b>0.00</b>		<b>0.00</b>	<b>0.00</b>
	<b>GRAND TOTALS</b>	<b>\$1,159,777.55</b>	<b>\$1,089,500.00</b>	<b>70,277.55</b>		<b>\$0.00</b>	<b>1,159,777.55</b>	<b>100%</b>	<b>0.00</b>	<b>0.00</b>

THE UNDERSIGNED, Lienor/Claimant for the consideration of payment in the amount of

\$ 124,752.55 through FINAL by CITY OF PINELLAS PARK

accepted by Lienor/Claimant and further, the risk of actual collection of such payment is hereby accepted by Lienor/Claimant, the value receipt and sufficiency of such consideration is being hereby acknowledged and accepted by Lienor/Claimant does hereby on its own behalf and on behalf of its heirs, assigns and successors, as of the effective date hereof, unconditionally, irrevocably, freely, knowingly, intentionally and without any undue influence whatsoever, waive, relinquish, release and forever discharge Contractor and any of its sureties under any applicable surety bond, and further does hereby waive, release and forever discharge the following described property to witt:

PROJECT NO. 1734 NAME Wounded Warriors Abilities Ranch  
ADDRESS: 5500 62nd Ave N  
Pinellas Park, FL 33709

(the "Property") from any and all claims, demands, liens, claims of lien, rights of lien, and causes of action at law or in equity, known or unknown, of any kind whatsoever of Lienor/Claimant specifically including but not limited to, the rights contemplated by Chapter 255 and 713, Florida Statutes, arising out of or by reason of Lienor/Claimant having directly or indirectly, furnished labor, materials, and/or supplies incorporated or to be incorporated into the Property. Lienor/Claimant further represents that all laborers, materialmen, suppliers, subcontractors and sub-subcontractors supplying labor, materials and/or supplies to or through Lienor/Claimant from the beginning of the project through and including the Effective date hereof, have been paid in full, except those specifically listed by name and amount on the reverse side hereof.

Lienor/Claimant by virtue of placing a mark or check in the appropriate space hereby designated the scope of this Release to be as follows:

☒ **FINAL RELEASE FOR PROJECT:** This release is full, final and complete for all labor, materials and/or supplies ever furnished or to be furnished to this Project, whether or not their reasonable value is represented by any amount paid hereinafter or paid hereunder.

☐ **PARTIAL RELEASE THROUGH EFFECTIVE DATE ONLY** This release is full, final and complete for all labor, materials and/or supplies furnished through and including the \_\_\_\_\_ day of \_\_\_\_\_ 2018 ("Effective Date") whether or not their reasonable value is represented by any amount paid hereunder.

The undersigned further represents that all materials and/or supplies furnished are new and of good quality, and free from defects and are in accordance with any applicable plans and specifications and all state, local, county and federal rules, regulations, codes and ordinances and all work has been performed in a workmanlike manner.

The undersigned expressly acknowledges, having read and understood all provisions and effects of this Release, and further expressly acknowledges that no other representations or agreement, oral or written, exist which are inconsistent or conflicting with provisions and terms set forth herein. The undersigned expressly acknowledges authorization and authority to execute this instrument on behalf of Lienor/Claimant.

Executed by Lienor/Claimant this 23 day of May 2018

LIENOR/CLAIMANT: BANDES CONSTRUCTION COMPANY

BY: \_\_\_\_\_

TITLE PRESIDENT

Sworn to and subscribed before me this 23 day of May 2018

SIGNATURE OF NOTARY PUBLIC

Personally Known \_\_\_\_\_  
Produced Identification \_\_\_\_\_



C5