

# ST. PETERSBURG CITY COUNCIL

## Consent Agenda

Meeting of July 23, 2009

**TO:** The Honorable Jeff Danner, Chair and Members of City Council

**SUBJECT:** Authorizing the Mayor, or his Designee, to execute a Lease Agreement with Grace Bible Church of St. Petersburg, Florida, Inc. ("Grace Bible") to allow use of a ±2,255 sq. ft. portion of vacant land within Grace Bible's property located at approximately 6100 Fifth Avenue South, as a joint use neighborhood play lot for an initial period of fifteen (15) years, at no cost to the City; and to execute all documents necessary to effectuate same; and providing an effective date.

**EXPLANATION:** In October, 2008, Neighborhood Partnership was contacted by the Pasadena Bear Creek Neighborhood Association ("Association") about the need for a playground within the neighborhood. The Association indicated that they spoke to a representative of the Grace Bible Church of St. Petersburg, Florida, Inc. ("Grace Bible") about the possibility of the City erecting a playground on a portion of vacant property across from its sanctuary and offices on the corner of Fifth Avenue South and 61st Street within the Pasadena Bear Creek Neighborhood. This community has a significant number of households with young children and does not currently have any publicly accessible play or recreational facilities within walking distance or within several miles.

In order to address the concerns of the residents within this specific area of St. Petersburg, Grace Bible has expressed its interest in initiating a joint use partnership with the City of St. Petersburg for the development of a playground on a 41 ft. x 55 ft. (±2,255 sq. ft.) area within a vacant lot situated on the corner of Fifth Avenue South and 61<sup>st</sup> Street ("Premises"), on a portion of Grace Bible's property located at 555 – 61<sup>st</sup> Street South, St. Petersburg, which is legally described as follows:

Lot 12, Block 22, PASADENA ESTATES SECTION B, according to the map or plat thereof as recorded in Plat Book 83, Page 22, Public Records of Pinellas County, Florida.

The Premises has been identified as an initiative location to develop the neighborhood play lot in conjunction with the Mayor's *Play 'N' Close To Home* initiative which locates play lots within a ½ mile walking distance of every child within the City limits.

At the request of Neighborhood Partnership, Real Estate & Property Management has negotiated a lease agreement with Grace Bible for the City's use of the Premises located on the northern portion of the vacant lot owned by Grace Bible as a joint use neighborhood play lot.

Grace Bible ("Landlord") has agreed to waive the rent for the term and any renewals thereafter. The proposed Lease Agreement ("Agreement") with the Landlord is for an initial term of fifteen (15) years. This Agreement may be renewed for two (2) additional terms of three (3) years each, upon approval by the Landlord and the City, unless the City terminates this Agreement by providing ninety (90) days written notice to the Landlord of intent to terminate. City Services Administration is responsible for installing, maintaining, and repairing the playground equipment and fences, in addition to, normal maintenance related to the play lot inside the fenced area for the playground.

The Lease may be terminated by the Landlord upon the following conditions:

- 1) After ten (10) years provided the City is given not less than five (5) years written notice of the intent to terminate.
- 2) After the 5<sup>th</sup> year of the Term with sixty (60) days notice to City, provided the Landlord reimburses City for the City's cost to remove and relocate said playground facilities, which amount will not exceed the City's cost to initially install the playground equipment.

In the event the Lease is terminated prior to fifteen (15) years, the Landlord shall have the option of purchasing the playground equipment at the prorated cost for the remainder of the 15-year period (*i.e. Actual Cost by City divided by 15 years times the Number of Years remaining in the Term.*).

In an effort to maintain consistency in the naming of the playgrounds that are developed under the Mayor's *Play 'N' Close To Home* initiative, specifically playgrounds that are placed on non City-owned property, it is the recommendation of City Services Administration to name the joint use neighborhood play lot as *Grace Pasadena Community Playground*.

**RECOMMENDATION:** Administration recommends that City Council authorize the Mayor, or his Designee, to execute a Lease Agreement with Grace Bible Church of St. Petersburg, Florida, Inc. ("Grace Bible") to allow use of a ±2,255 sq. ft. portion of vacant land within Grace Bible's property located at approximately 6100 Fifth Avenue South, as a joint use neighborhood play lot for an initial period of fifteen (15) years, at no cost to the City, and to execute all documents necessary to effectuate same.

**COST/FUNDING/ASSESSMENT INFORMATION:** N/A

**ATTACHMENTS:** Illustration and Resolution

**APPROVALS:**

Administrative:

\_\_\_\_\_ <sup>for RM</sup> \_\_\_\_\_

Budget:

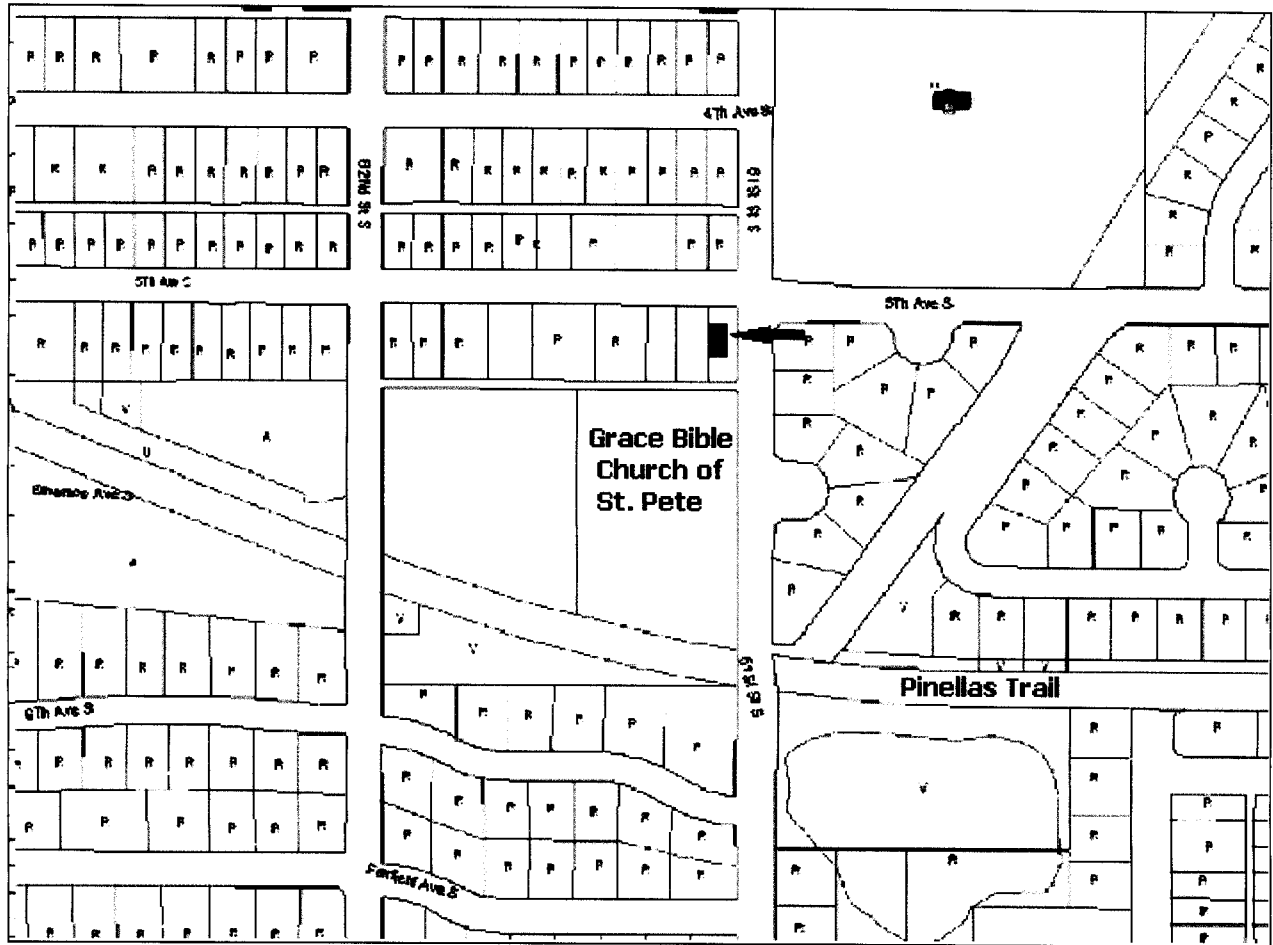
\_\_\_\_\_ N/A

Legal:

\_\_\_\_\_ \_\_\_\_\_

(As to consistency w/attached legal documents)

# ILLUSTRATION



## Grace Pasadena Community Playground

**Legal Description: A 41 ft. x 55 ft. portion of Lot 12, Block 22, PASADENA ESTATES SECTION B**  
**Approx. Street Address: 6100 Fifth Avenue South, St. Petersburg**

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LEASE AGREEMENT WITH GRACE BIBLE CHURCH OF ST. PETERSBURG, FLORIDA, INC. ("GRACE BIBLE") TO ALLOW USE OF A ±2,255 SQ. FT. PORTION OF VACANT LAND WITHIN GRACE BIBLE'S PROPERTY LOCATED AT APPROXIMATELY 6100 FIFTH AVENUE SOUTH, AS A JOINT USE NEIGHBORHOOD PLAY LOT FOR AN INITIAL PERIOD OF FIFTEEN (15) YEARS, AT NO COST TO THE CITY; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in October, 2008, Neighborhood Partnership was contacted by the Pasadena Bear Creek Neighborhood Association ("Association") about the need for a playground within the neighborhood; and

WHEREAS, the Association indicated that they spoke to a representative of the Grace Bible Church of St. Petersburg, Florida, Inc. ("Grace Bible") about the possibility of the City erecting a playground on a portion of vacant property across from its sanctuary and offices on the corner of Fifth Avenue South and 61st Street within the Pasadena Bear Creek Neighborhood; and

WHEREAS, this community has a significant number of households with young children and does not have any publicly accessible play or recreational facilities within walking distance or within several miles; and

WHEREAS, Grace Bible has expressed its interest in initiating a joint use partnership with the City of St. Petersburg for the development of a playground on a 41 ft. x 55 ft. (±2,255 sq. ft.) area within a vacant lot situated on the corner of Fifth Avenue South and 61st Street ("Premises"), on a portion of Grace Bible's property located at 555 – 61st Street South, St. Petersburg, which is legally described as follows:

Lot 12, Block 22, PASADENA ESTATES SECTION B, according to the map or plat thereof as recorded in Plat Book 83, Page 22, Public Records of Pinellas County, Florida; and

WHEREAS, the Premises has been identified as an initiative location to develop the neighborhood play lot in conjunction with the Mayor's *Play 'N' Close To Home* initiative which locates play lots within a ½ mile walking distance of every child within the City limits; and

WHEREAS, at the request of Neighborhood Partnership, Real Estate & Property Management has negotiated a lease agreement with Grace Bible for the City's use of the Premises located on the northern portion of the vacant lot owned by Grace Bible as a joint use neighborhood play lot; and

WHEREAS, Grace Bible ("Landlord") has agreed to waive the rent for the term and any renewals thereafter; and

WHEREAS, the proposed Lease Agreement ("Agreement") with the Landlord is for an initial term of fifteen (15) years with an option to renew for two (2) additional terms of three (3) years each, upon approval by the Landlord and the City, unless the City terminates this Agreement by providing ninety (90) days written notice to the Landlord of intent to terminate; and

WHEREAS, the Lease may be terminated by the Landlord upon the following conditions:

- 1) After ten (10) years provided the City is given not less than five (5) years written notice of the intent to terminate.
- 2) After the 5<sup>th</sup> year of the Term with sixty (60) days notice to City, provided the Landlord reimburses City for the City's cost to remove and relocate said playground facilities, which amount will not exceed the City's cost to initially install the playground equipment; and

WHEREAS, in the event the Lease is terminated prior to fifteen (15) years, the Landlord shall have the option of purchasing the playground equipment at the prorated cost for the remainder of the 15-year period; and

WHEREAS, City Services Administration is responsible for installing, maintaining, and repairing the playground equipment and fences, in addition to, normal maintenance related to the play lot inside the fenced area for the playground; and

WHEREAS, in an effort to maintain consistency in the naming of the playgrounds that are developed under the Mayor's *Play 'N' Close To Home* initiative, specifically playgrounds that are placed on non City-owned property, it is the recommendation of City Services Administration to name the joint use neighborhood play lot as *Grace Pasadena Community Playground*.

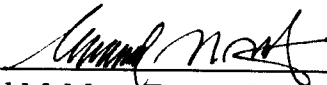
NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor, or his Designee, is hereby authorized to execute a Lease Agreement with Grace Bible Church of St. Petersburg, Florida, Inc. ("Grace Bible") to allow use of a ±2,255 sq. ft. portion of vacant land within Grace Bible's property located at approximately 6100 Fifth Avenue South, as a joint use neighborhood play lot for an initial period of fifteen (15) years, at no cost to the City, and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.


LEGAL:

  
\_\_\_\_\_  
City Attorney (Designee)

APPROVED BY:

  
\_\_\_\_\_  
David M. Metz, Deputy Mayor  
Neighborhood Services

APPROVED BY:

  
\_\_\_\_\_  
Bruce E. Grimes, Director  
Real Estate & Property Management