

COUNCIL MEETING

Municipal Building
175-5th Street North
Second Floor Council Chamber

CITY OF ST. PETERSBURG

August 8, 2013
3:00 PM

A. Meeting Called to Order and Roll Call.

B. Approval of Agenda with Additions and Deletions.

C. Awards and Presentations

1. [Presentation of Sunshine Ambassador Award to the Studio@620 for their receipt of the Doris Duke Artist Residency Grant.](#)

D. Correspondence

NOTE: Only the person who has written the letter, or an authorized representative, will be permitted to speak in connection with an item of correspondence. The person speaking will be given three minutes ONLY to state the request. In some instances and at the discretion of City Council, more than three minutes speaking time will be granted.

1. [Introduction By Mayor Foster](#)

E. Legal

1. [Kessler/Grand Bohemian SP, LLC Promissory Note. \[To be heard at 3:00 p.m.\]](#)
2. [Resolution approving polling locations for the August 27, 2013 Municipal Election.](#)
3. [Resolution approving the appointment of poll workers for the August 27, 2013 municipal Primary Election.](#)

F. Adjournment

Attached documents for item Presentation of Sunshine Ambassador Award to the Studio@620 for their receipt of the Doris Duke Artist Residency Grant.

CITY COUNCIL AGENDA PRESENTATION

June 19, 2013

TO: The Honorable Members of City Council

SUBJECT: Sunshine Ambassador Award presented to the **Studio@620**
for their receipt of the *Doris Duke Artist Residency Grant*

PRESENTER: Steve Kornell, Council Member

SCHEDULE FOR COUNCIL ON:

August 8, 2013

Steve Kornell
Council Member

Attached documents for item Introduction By Mayor Foster

CC mtg
8/8/13

Eva Andujar - Re: Tomorrow

From: Richard Engwall
To: Ellen McDowell
Date: 8/6/2013 2:25 PM
Subject: Re: Tomorrow

Richard Engwall - Director - St. Pete's Promise
Jozelle Johnson - Education Services Managing Director
Amanda Kubisiak - School Programs Coordinator

Introduction
By Mayor Foster

>>> Ellen McDowell 8/6/2013 2:23 PM >>>
Would you please provide me with your exact titles and names for the Clerk to put into the record. Thanks.

Ellen P. McDowell
City of St. Petersburg
Administrative Support Manager
Office of the Mayor
P. O. Box 2842
St. Petersburg, Florida 33731
(727) 893-4141
Ellen.McDowell@stpete.org

>>> Richard Engwall 8/6/2013 2:07 PM >>>
Sorry, meant Thursday afternoon...not tomorrow.

>>> Ellen McDowell 8/6/2013 1:54 PM >>>
No...he is very preoccupied today...with the Rays press and the debate tonite. I will aks him when I can get him.

Ellen P. McDowell
City of St. Petersburg
Administrative Support Manager
Office of the Mayor
P. O. Box 2842
St. Petersburg, Florida 33731
(727) 893-4141
Ellen.McDowell@stpete.org

>>> Richard Engwall 8/6/2013 1:52 PM >>>
Ellen:

Did you ever find out if the Mayor wants us to attend the Mini-Meeting tomorrow afternoon as Tish suggested in her e-mail yesterday? Let me know and, if so, what time we need to be there.

By the way, Mayor Foster only had a few minutes with Jozelle today before he left. I was just getting up to come

down the hall when she walked back into my office.

Thanks.

Rich

Attached documents for item Kessler/Grand Bohemian SP, LLC Promissory Note. [To be heard at 3:00 p.m.]

ST. PETERSBURG CITY COUNCIL

Meeting of August 8, 2013

TO: The Honorable Karl Nurse, Chair and Members of City Council

SUBJECT: Legal Item: Kessler/Grand Bohemian SP, LLC. Promissory Note

BACKGROUND:

Administration received a request from Grand Bohemian SP, LLC on August 1, 2013 seeking to further modify its August 15, 2007 Promissory Note payable to the City.

HISTORY:

On October 28, 2004 City Council approved a Property Disposition Agreement ("PDA") by and among the City of St. Petersburg, The Community Redevelopment Agency of the City of St. Petersburg, PEF St. Petersburg FL, LLC, as assignee of Florida Power Corporation, d/b/a Progress Energy Florida, Inc., and Grand Bohemian SP, LLC (formerly Grand Bohemian SP, Ltd.), as assignee of The Kessler Enterprise, Inc. was executed by the parties. As part of this transaction Grand Bohemian SP, LLC. ("Grand Bohemian") purchased City-owned property located at the NW corner of 2nd Street N., and 1st Avenue N. ("Property") for \$3,300,000; the terms of which were \$1,800,000 cash at closing and a \$1,500,000 promissory note secured by a Letter of Credit ("LOC").

On August 15, 2007, the Borrower executed a Promissory Note in the amount of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000) ("Note"), fully secured by an LOC. A First Amendment to Note was executed on September 10, 2010 amending the Default provision of the note during the period of time that Grand Bohemian was experiencing difficulty in replacing the LOC required by the Note. Subsequently, as the difficulties with obtaining a LOC continued, a Second Amendment to Note was executed on March 18, 2011 amending the Terms of Payment, Security, and Default provisions of the Note.

The Second Amendment made the following modifications:

1. Reduced the amount of the required Letter of Credit from \$1,500,000 to \$750,000
2. Required annual payments in advance for the scheduled payments of principal and interest on the note in April of 2011 and 2012 and a four-month payment in advance in April 2013. A balloon payment in the amount of \$1,368,485 is due August 15, 2013.
3. Required a corporate guaranty from Kessler Hotels, Ltd., which is the majority owner of substantially all of the Kessler Collection hospitality together with a personal guarantee by Richard C. Kessler.

Grand Bohemian is current with its payment obligations under the Note, as amended, which has an outstanding principal balance through August 15, 2013 of \$1,368,485. Since the inception of the Note, the City has received all payments required by the Note totaling \$571,465.

PRESENT SITUATION:

The proposal from Grand Bohemian, received on August 1, 2013 is to further modify the Promissory Note provisions and remove the requirement for the LOC. Grand Bohemian states in its request that they *"have been diligent in our pursuit of this hotel and residential development project with considerable costs expended far in excess of those which we could recoup from the sale of the land. The deterioration of the overall economy, financial lending markets and St. Petersburg hospitality market are all factors beyond our control. We have identified and are under contract with a quality developer who is working with an institutional Investor to bring an institutional quality, luxury multi-family urban development to the City of St. Petersburg. We have introduced you to the developer and they have presented to you and Duke Energy their development plan. We need additional time to consummate the closing of the land sale."*

Since LOC's continue to be difficult to obtain in the current financial market, Grand Bohemian has offered to make a principal reduction of \$900,000 on the original Maturity Date of the Note with the remaining balance payable on the closing of the land sale or January 3, 2014, whichever occurs first. This payment is \$150,000 greater than the amount of the LOC currently required by the Note. The corporate guaranty of Kessler Hotels Ltd. and the personal guaranty of Richard C. Kessler would remain in place to secure the balance of the Note; however, the proposed amendment would remove the requirement to have the LOC. Interest, as provided for in the Note of 5% will continue until the debt is retired in full.

RECOMMENDATION:

Administration recommends that City Council approve the attached Resolution authorizing the Mayor or his Designee to execute a Third Amendment to Promissory Note; and to execute all other documents necessary to effectuate this transaction; and providing an effective date.

ATTACHMENTS:

1. Resolution
2. August 1, 2013 Letter request from Grand Bohemian SP, LLC
3. Third Amendment to Promissory Note
4. Promissory Note dated August 15, 2007 with First & Second Amendments and Guarantees.

Legal: 00179394.doc v.1

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A THIRD AMENDMENT TO PROMISSORY NOTE , AS AMENDED, BETWEEN GRAND BOHEMIAN SP, LLC (FORMERLY GRAND BOHEMIAN SP, LTD.), AS ASSIGNEE OF THE KESSLER ENTERPRISE, INC., AND THE CITY OF ST. PETERSBURG, FLORIDA ("CITY"); TO EXECUTE ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on August 1, 2013, Administration received a request from Grand Bohemian SP, LLC ("Grand Bohemian"), requesting modifications be made to the conditions of the Promissory Note payable to the City of St. Petersburg ("City"); and

WHEREAS, Grand Bohemian SP, LLC (formerly Grand Bohemian SP, Ltd.), as assignee of The Kessler Enterprise, Inc. purchased City-owned property located at the NW corner of 2nd Street North, and 1st Avenue North ("Property") for \$3,300,000, the terms of which were \$1,800,000 cash at closing and a \$1,500,000 promissory note secured by a Letter of Credit ("LOC"); and

WHEREAS, on August 15, 2007, the Borrower executed a Promissory Note in the amount of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000) ("Note") in favor of the City; and

WHEREAS, a First Amendment to Note was executed on September 10, 2010 amending the Default provision of the note during the period of time that Grand Bohemian was experiencing difficulty in replacing the LOC required by the Note; and

WHEREAS, as the difficulties with obtaining an LOC continued, a Second Amendment to Note was executed on March 18, 2011 amending the Terms of Payment, Security, and Default provisions of the Note as follows:

1. Reduced the amount of the required Letter of Credit from \$1,500,000 to \$750,000
2. Required annual payments in advance for the scheduled payments of principal and interest on the note in April of 2011 and 2012 and a four-month payment in advance in April 2013. A balloon payment in the amount of \$1,368,485 is due August 15, 2013.
3. Required a corporate guaranty from Kessler Hotels, Ltd., which is the majority owner of substantially all of the

Kessler Collection hospitality together with a personal guarantee by Richard C. Kessler; and.

WHEREAS, Grand Bohemian is current with its payment obligations under the Note, which has an outstanding principal balance through August 15, 2013 of \$1,368,485; and

WHEREAS, since the inception of the Note, the City has received all payments required by the Note totaling \$571,465; and

WHEREAS, Grand Bohemian states in its August 1, 2013 request that they *"have been diligent in our pursuit of this hotel and residential development project with considerable costs expended far in excess of those which we could recoup from the sale of the land. The deterioration of the overall economy, financial lending markets and St. Petersburg hospitality market are all factors beyond our control. We have identified and are under contract with a quality developer who is working with an institutional Investor to bring an institutional quality, luxury multi-family urban development to the City of St. Petersburg. We have introduced you to the developer and they have presented to you and Duke Energy their development plan. We need additional time to consummate the closing of the land sale."*; and

WHEREAS, since LOC's continue to be difficult to obtain in the current financial market, Grand Bohemian has offered to make a principal reduction of \$900,000 on the original Maturity Date of the Note with the remaining balance payable on the closing of the land sale or January 3, 2014, whichever occurs first; and

WHEREAS, the payment of \$900,000 would be \$150,000 greater than the amount of the LOC currently required by the Note; and

WHEREAS, the corporate guaranty of Kessler Hotels Ltd. and the personal guaranty of Richard C. Kessler would remain in place to secure the balance of the note; however, the proposed amendment would remove the requirement to have the LOC; and

WHEREAS, the interest as provided for in the Note of 5% will continue until the debt is retired in full.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor, or his Designee, is authorized to execute a Third Amendment to Promissory Note, as amended, between Grand Bohemian SP, LLC formerly Grand Bohemian SP, LTD., as assignee of the Kessler Enterprise, Inc. and the City of St. Petersburg, Florida ("City"); and to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

LEGAL

ADMINISTRATION



City Attorney (Designee)
Legal: 00179394.doc v.1



R. Mussett 8-5-13

GRAND BOHEMIAN SP, LLC

4901 Vineland Road, Suite 650, Orlando, Florida 32811
Telephone: (407) 996-9999 / Facsimile: (407) 996-9998

August 1, 2013

Mr. Rick Mussett
Senior Administrator
City Development
City of St. Petersburg
P.O. Box 2842
St. Petersburg, FL 33731

Re: Grand Bohemian SP, LLC

Dear Rick:

Thank you for the call last Friday to discuss potential options on the upcoming maturity. We have discussed internally the options and your guidance on a potential solution that could be presented to Council for consideration.

We have been diligent in our pursuit of this hotel and residential development project with considerable costs expended far in excess of those which we could recoup from the sale of the land. The deterioration of the overall economy, financial lending markets and St. Petersburg hospitality market are all factors beyond our control. We have identified and are under contract with a quality developer who is working with an institutional investor to bring an institutional quality, luxury multi-family urban development to the City of St. Petersburg. We have introduced you to the developer and they have presented to you and Duke Energy their development plan. We need additional time to consummate the closing of the land sale.

We would be able to pay down \$900,000 on August 15th, with the balance of \$468,000 +/- payable on the sooner of the closing of the land sale or January 3, 2014. The balance would be secured by a corporate guaranty of Kessler Hotels, Ltd. and personal guaranty of Richard C. Kessler. This is \$150,000 greater than the amount secured by the current Letter of Credit in the amount of \$750,000, would eliminate the 30 day collection period and defenses to payment under the letter of credit and avoid other legal and additional cost considerations. We would continue to pay interest at the current rate on the outstanding loan balance until satisfied.

We believe this is a fair and equitable offer and one that we are prepared to finalize at the earliest opportunity, without prejudice to our other rights or remedies.

Very truly yours,



Day B. Dantzer
Vice President

DBD/jk

**THIRD AMENDMENT TO PROMISSORY NOTE
BETWEEN
GRAND BOHEMIAN SP, LTD., A FLORIDA LIMITED PARTNERSHIP
AND
THE CITY OF ST. PETERSBURG, FLORIDA, A MUNICIPAL CORPORATION**

This Third Amendment to Promissory Note ("Third Amendment") is entered into this ___ day of August 2013, by and between Grand Bohemian Sp, Ltd., a Florida limited partnership ("Borrower") and the City of St. Petersburg, Florida, a municipal corporation organized and existing under the laws of the State of Florida ("Lender") (collectively "Parties").

W I T N E S S E T H

WHEREAS, on August 15, 2007, the Borrower executed a Promissory Note ("Note") in the amount of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) in favor of the Lender, a copy of which, including previous amendments, is attached hereto as Exhibit "A"; and

WHEREAS, a First Amendment to Note was executed on September 10, 2009 amending the Default provision of the note; and

WHEREAS, a Second Amendment to Note was executed on March 18, 2011 amending the Terms of Payment, Security, and Default provisions of the Note; and

WHEREAS, the outstanding principal balance remaining on the Note as of August 15, 2013 will be \$1,368,485; and

WHEREAS, on August 1, 2013 the Borrower requested Lender to further modify the Terms of Payment and Security provisions of the Note.

NOW THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged and the promises and covenants contained herein the Parties agree as follows:

1. Paragraph 1. of the Note, as amended, is deleted and replaced with the following:

1. TERMS OF PAYMENT. A principal payment in the amount of \$900,000 shall be made on or before **August 15, 2013**, payments of interest only in the amount of \$1,952.00 shall be due and payable to Lender on the 15th day of each calendar month, commencing on September 15, 2013 and continuing through and including December 15, 2013. The entire outstanding balance of this Promissory Note ("Note") plus accrued and unpaid interest due hereunder shall be due and payable in full on the upon the earliest to occur of (1) the sale, transfer, conveyance or assignment of the legal or equitable title to all or any portion of that

certain real property conveyed this day to Borrower by Lender (the "Property"), whether by operation of law, voluntary or otherwise or any earlier date on which this Note shall be required to be paid in full, whether by acceleration or otherwise, or by (2) 1:00 PM Local Time January 3, 2014 ("Maturity Date").

On the Maturity Date, the entire outstanding principal balance of this Promissory Note (the "Note") plus all accrued and unpaid interest due hereunder, if not sooner paid, shall be due and payable in full.

2. Paragraph 5. of the Note is deleted and replaced with the following:

5. DEFAULT. It is hereby expressly agreed that should any failure by Borrower occur in the payment of principal or interest as stipulated above, or in the performance of any other obligation of this Note, and should such failure continue for more than five (5) calendar days after written notice thereof to Borrower, then an event of default shall exist hereunder, and in such event the indebtedness evidenced hereby, including all sums advanced or accrued hereunder, and all unpaid interest accrued thereon, shall, at the option of Lender and without notice to Borrower, at once become due and payable and may be collected forthwith. So long as any event of default exists hereunder and is continuing, regardless of whether or not there has been an acceleration of the indebtedness evidenced hereby, and at all times after maturity of the indebtedness evidenced hereby (whether by acceleration or otherwise), interest shall accrue on the outstanding principal balance of this Note at the interest rate of twelve percent (12%) (the "Default Interest Rate"). The failure of Lender to exercise its right of accelerating the maturity of the debt evidenced by this Note by granting any indulgence hereunder from time to time shall in no event be considered as a waiver of its right of acceleration.

3. Paragraph 6. of the Note is deleted and replaced with the following:

6. SECURITY. This Note shall be secured by Corporate Guarantee of Kessler Hotels, Ltd.; together with the personal guarantee of Richard C. Kessler. The letter of credit issued by Seaside Bank and Trust, in favor of Lender will be released and delivered by Lender to Borrower upon receipt by Lender of the \$900,000 principal reduction set forth in Item 1 above..

4. All other terms and conditions of the Note not modified by this Third Amendment shall remain in full force and effect.

SIGNATURE PAGES FOLLOW THIS PAGE

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives, on the date first above written.

BORROWER

Grand Bohemian SP, Ltd., a Florida limited partnership

By: Grand Bohemian Hotel SP, Inc., a Florida corporation, as its General Partner

By: _____
Richard C. Kessler, as its President

Attest: _____
Print: _____
Corporate Secretary

LENDER

The City of St. Petersburg, Florida

By: _____
David W. ("Bill") Foster, Mayor

Attest: _____
Eva A. Andujar, City Clerk

Approved as to Content:

Approved as to Form:

City Attorney (Designee)
By: _____
Assistant City Attorney

City Attorney (Designee)
By: _____
Assistant City Attorney

Legal: 00179498.doc v. 6

PROMISSORY NOTE

August 15, 2007

FOR VALUE RECEIVED, the undersigned **GRAND BOHEMIAN SP, LTD.**, a Florida limited partnership (the "Borrower"), hereby promises to pay to the order of **THE CITY OF ST. PETERSBURG**, a municipal corporation organized and existing under the laws of the State of Florida ("Lender"), at the address set forth in Section 9 below or such other place as Lender may designate to Borrower in writing, the principal sum of One Million Five Hundred Thousand and 00/100ths Dollars (\$1,500,000.00) plus simple interest thereon at the rate per annum described below on the unpaid principal balance. The Terms of Payment are set forth below.

1. **TERMS OF PAYMENT.** Payments of interest only shall be due and payable to Lender in thirty-six (36) consecutive monthly installments in the amount of Six Thousand Two Hundred Fifty Dollars (\$6,250) on the fifteenth (15th) day of each calendar month, commencing on September 15, 2007, and continuing through and including August 15, 2010. Payments of principal and interest based on a twenty (20) year amortization in the amount of Nine Thousand Eight Hundred Ninety-Nine Dollars (\$9,899) shall be due and payable to Lender in thirty-six (36) consecutive monthly installments on the fifteen (15th) day of each calendar month, commencing on September 15, 2010, and continuing through and including August 15, 2013 (the "Maturity Date"). On the Maturity Date, the entire outstanding principal balance of this Promissory Note (the "Note") plus all accrued and unpaid interest due hereunder, if not sooner paid, shall be due and payable in full. This entire debt shall be due and payable upon the earliest to occur of (1) August 15, 2013, or (2) upon the sale, transfer, conveyance or assignment of the legal or equitable title to all or any portion of that certain real property conveyed this day to Borrower by Lender (the "Property"), whether by operation of law, voluntary or otherwise or any earlier date on which this Note shall be required to be paid in full, whether by acceleration or otherwise; provided, however, that (i) the conveyance of any portion of the Property to an affiliated entity for purposes of a condominium development or the sale of condominium units or condominium common areas constructed on the Property and (ii) customary transfers for development, i.e. utility easements shall not constitute a sale, transfer or conveyance as contemplated in this subsection (2).

2. **INTEREST RATE.** Interest due pursuant to this Note shall be five percent (5.0%) per annum (the "Interest Rate").

3. **NO OFFSET.** Payment of principal and accrued interest hereunder shall be paid without deduction or set off of any kind or nature or for any cause whatsoever.

4. **PREPAYMENT.** Borrower shall be entitled to prepay all or any portion of this Note at any time prior to the Maturity Date without penalty.

5. **DEFAULT.** It is hereby expressly agreed that should any failure by Borrower occur in the payment of principal or interest as stipulated above, or in the performance of any other obligation of this Note, and should such failure continue for more than thirty (30) days after written notice thereof to Borrower, then an event of default shall exist hereunder, and in such event the indebtedness evidenced hereby, including all sums advanced or accrued hereunder, and all unpaid interest accrued thereon, shall, at the option of Lender and without notice to Borrower, at once become due and payable and may be collected forthwith. So long as any event of default exists hereunder and is continuing, regardless of whether or not there has been an acceleration of the indebtedness evidenced hereby, and at all times after maturity of the indebtedness evidenced hereby (whether by acceleration or otherwise), interest shall accrue on the outstanding principal balance of this Note at the interest rate of twelve percent (12%) (the "Default Interest Rate").

The failure of Lender to exercise its right of accelerating the maturity of the debt evidenced by this Note by granting any indulgence hereunder from time to time shall in no event be considered as a waiver of its right of acceleration.

6. **SECURITY.** This Note is secured by a letter of credit issued by First National Bank of Central Florida in the amount of One Million Five Hundred Thousand and 00/100ths Dollars (\$1,500,000.00) ("Letter of Credit"). The Letter of Credit has been provided to Lender. Upon an event of default by Borrower, after the expiration of the applicable notice and cure period and acceleration of the indebtedness hereunder, Lender shall have the right to draw upon the Letter of Credit for the amount of unpaid principal and interest due hereunder. Any amounts thereafter remaining under the Letter of Credit shall be the property of Borrower. Borrower shall maintain an irrevocable stand-by letter of credit from a mutually-agreed-upon bank securing this Note until the entire principal and accrued interest are paid in full.

7. **WAIVER.** Presentment for payment, demand, protest and notice of demand, protest and non-payment and all other notices except those herein expressly provided for are hereby waived by Borrower. No failure to accelerate the debt evidenced hereby by reason of an event of default hereunder, or indulgences granted from time to time shall be construed (i) as a novation of this Note or as a reinstatement of the indebtedness evidenced hereby or as a waiver of such right of acceleration or of the right of Lender thereafter to insist upon strict compliance with the terms of this Note or (ii) to prevent the exercise of such right of acceleration or any other right granted hereunder or by the laws of the State of Florida. Borrower hereby expressly waives the benefit of any statute or rule of law or equity now provided or which may hereafter be provided which would produce a result contrary to or in conflict with the foregoing. No extension of the time for the payment of this Note or any installment due hereunder made by agreement with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or effect the original liability of Borrower under this Note, either in whole or in part, unless Lender otherwise agrees in writing. This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

8. **ATTORNEY FEES.** All parties liable for the payment of this Note agree to pay the City reasonable attorneys' fees and actually incurred costs, whether or not an action is brought, for the services of counsel employed after maturity or default to collect this Note or any principal or interest due hereunder, or to protect the security, if any, or enforce the performance of any other agreement contained in this Note or in any instrument of security executed in connection with this loan, including costs and attorneys' fees on any appeal, or in any proceedings under the federal Bankruptcy Code or in any post-judgment proceedings.

9. **NOTICES.** Unless and except as otherwise specifically provided herein, any and all notices, elections, approvals, consents, demands, requests and responses thereto (herein referred to as "Communications") permitted or required to be given hereunder shall be in writing, signed by or on behalf of the party giving the same, and shall be deemed to have been properly given and shall be effective upon the earlier receipt thereof or deposit thereof in the United States mail, postage prepaid, certified with return receipt requested, to the other party at the address of such other party set forth below or at such other address within the continental United States as such other party may designate by notice specifically designated as a notice of change of address and given in accordance herewith; provided, however, that the time period in which a response to any Communication must be given shall commence on the date of receipt thereof; and provided further that no notice of change of address shall be effective until the date of receipt thereof. Receipt of Communications shall occur upon actual delivery (whether by mail, telecopy transmission, messenger, courier service, or otherwise) to any person who is a Borrower or an officer, member or general partner of such Borrower at any location where such person may be found,

or to an officer, member, partner, agent or employee of a Borrower or Lender, at the address of such party set forth herein below, subject to change as provided hereinabove. An attempted delivery in accordance with the foregoing, acceptance of which is refused or rejected, shall be deemed to be and shall constitute receipt; and an attempted delivery in accordance with the foregoing by mail, messenger, or courier service (whichever is chosen by the sender) which is not completed because of changed address of which no notice was received by the sender in accordance with this provision prior to the sending of the Communication shall also be deemed to be and constitute receipt. Any Communication must be addressed as follows, subject to change as provided hereinabove:

If to Borrower: Grand Bohemian SP, Ltd.
Attn: Richard C. Kessler
4901 Vineland Road, Suite 650
Orlando, Florida 32811
Facsimile: 407-996-9999

With a copy to: Foltz Martin, LLC
5 Piedmont Center
Suite 750
Atlanta, Georgia 30305
Attn: Joseph B. Foltz, Esq.
Facsimile: 404-237-1659

If to Lender: City of St. Petersburg, Florida
175 Fifth Street North
St. Petersburg, Florida 33701
Attn: The Honorable Rick Baker, Mayor
Facsimile: 727.893.4134

With a copy to: City of St. Petersburg, Florida
City Attorney's Office
One Fourth Street North, Tenth Floor
St. Petersburg, Florida 33701
Attn: John C. Wolfe, City Attorney
Facsimile: 727.892.5262

10. **SUCCESSORS AND ASSIGNS.** As used herein, the terms "Borrower" and "Lender" shall be deemed to include their respective heirs, successors, legal representatives and assigns, whether by voluntary action of the parties taken in accordance with the provisions of this Note or by operation of law.

11. **SEVERABILITY.** If any term, covenant or condition of this Note or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision, or the application of such term, covenant or condition to persons and circumstances other than those as to which it is held invalid or unenforceable shall be deemed severable and the remainder thereof shall not be affected thereby and each term, covenant, or condition of this Note shall be valid and be enforced to the fullest extent permitted by law.

12. **APPLICABLE LAW, VENUE, AND JURISDICTION.** This Agreement shall be governed by and be interpreted in accordance with the laws of the State of Florida. Venue for state court actions shall be in Pinellas County, St. Petersburg Division. Venue for federal court actions shall be in the Middle District of Florida, Tampa Division, unless a division is created in St. Petersburg, or Pinellas

County, in which case the action shall be brought in that division. Each party waives any defense of improper or inconvenient venue as to either court and consents to personal jurisdiction in either court.

13. MISCELLANEOUS. TIME IS OF THE ESSENCE OF THIS NOTE.

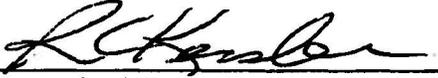
[Separate signature page(s) attached hereto]

IN WITNESS WHEREOF, this Note has been duly executed and delivered by Borrower under seal on the day and year first above written.

"BORROWER"

GRAND BOHEMIAN SP, LTD., a Florida limited partnership

By: Grand Bohemian Hotel SP, Inc., a Florida corporation, as its General Partner

By: 
Richard C. Kessler, as its President

FIRST AMENDMENT TO PROMISSORY NOTE
Between
GRAND BOHEMIAN SP, LTD., A FLORIDA LIMITED PARTNERSHIP
AND
THE CITY OF ST. PETERSBURG, FLORIDA, A MUNICIPAL CORPORATION

This Amendment ("First Amendment") to Promissory Note is entered into this 10th day of September, 2009, by and between Grand Bohemian Sp, Ltd., a Florida limited partnership ("Borrower") and the City of St. Petersburg, Florida, a municipal corporation organized and existing under the laws of the State of Florida ("Lender") (collectively "Parties").

WITNESSETH:

WHEREAS, on August 15, 2007, the Borrower executed a Promissory Note ("Note") in the amount of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) in favor of the Lender, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the Parties wish to modify a provision of the Note.

NOW THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged and the promises and covenants contained herein the Parties agree as follows:

1. Paragraph 5. of the Note is deleted and replaced with the following:

5. DEFAULT. It is hereby expressly agreed that should any failure by Borrower occur in the payment of principal or interest as stipulated above, or in the performance of any other obligation of this Note, and should such failure continue for more than fifteen (15) days after written notice thereof to Borrower, then an event of default shall exist hereunder, and in such event the indebtedness evidenced hereby, including all sums advanced or accrued hereunder, and all unpaid interest accrued thereon, shall, at the option of Lender and without notice to Borrower, at once become due and payable and may be collected forthwith. So long as any event of default exists hereunder and is continuing, regardless of whether or not there has been an acceleration of the indebtedness evidenced hereby, and at all times after maturity of the indebtedness evidenced hereby (whether by acceleration or otherwise), interest shall accrue on the outstanding principal balance of this Note at the interest rate of twelve percent (12%) (the "Default Interest Rate").

The failure of Lender to exercise its right of accelerating the maturity of the debt evidenced by this Note by granting any indulgence hereunder from time to time shall in no event be considered as a waiver of its right of acceleration.

2. All other terms and conditions of the Note not modified by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF the Parties have caused this Amendment to be executed by their duly authorized representatives, on the date first above written.

BORROWER

Grand Bohemian SP, Ltd., a Florida limited partnership

By: Grand Bohemian Hotel SP, Inc., a Florida corporation, as its General Partner

By: 
Richard C. Kessler, as its President

Attest: 
Print: JOSEPH B. FOLIE, as its Asst Secy
Corporate Secretary
Asst

LENDER

The City of St. Petersburg, Florida

By: 
Rick Baker

As its: Mayor

Attest: 
Eva A. Andujar, City Clerk

Approved as to Content: 
City Attorney (Designee)
By: RICHARD B. BADGLEY
Assistant City Attorney

Approved as to Form: 
City Attorney (Designee)
By: RICHARD B. BADGLEY
Assistant City Attorney

Legal: 00112791.doc V. 1

SECOND AMENDMENT TO PROMISSORY NOTE

Between

**GRAND BOHEMIAN SP, LLC., A FLORIDA LIMITED LIABILITY COMPANY FORMERLY
KNOWN AS GRAND BOHEMIAN SP, LTD., A FLORIDA LIMITED PARTNERSHIP**

AND

THE CITY OF ST. PETERSBURG, FLORIDA, A MUNICIPAL CORPORATION

This Second Amendment to Promissory Note ("Second Amendment") is entered into this 18TH day of March 2011, by and between Grand Bohemian SP, LLC, a Florida limited liability company formerly known as Grand Bohemian SP, Ltd., a Florida limited partnership ("Borrower") and the City of St. Petersburg, Florida, a municipal corporation organized and existing under the laws of the State of Florida ("Lender") (collectively "Parties").

WITNESSETH:

WHEREAS, on August 15, 2007, the Borrower executed a Promissory Note ("Note") in the amount of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) in favor of the Lender, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, a First Amendment to Note was executed on September 10, 2009 amending the Default provision of the note; and

WHEREAS, the Borrower requested Lender to modify the Security and Payment provisions of the Note.

NOW THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged and the promises and covenants contained herein the Parties agree as follows:

1. Paragraph 1. of the Note is deleted and replaced with the following:

1. **TERMS OF PAYMENT.** Payments of interest only shall be due and payable to Lender in thirty-six (36) consecutive monthly installments in the amount of Six Thousand Two Hundred Fifty Dollars (\$6,250) on the fifteenth (15th) day of each calendar month, commencing on September 15, 2007, and continuing through and including August 15, 2010. Payments of principal and interest based on a twenty (20) year amortization in the amount of Nine Thousand Eight Hundred Ninety-Nine Dollars (\$9,899) shall be due and payable to Lender in thirty-six (36) consecutive monthly installments on the fifteen (15th) day of each calendar month, commencing on September 15, 2010, and continuing through and including August 15, 2013 (the "Maturity Date").

Notwithstanding the foregoing, payment in advance for the twelve (12) scheduled payments April 15, 2011 through and including the March 15, 2012 payment in the cumulative amount of \$118,788 (12 x \$9,899) shall be made on or before **March 28, 2011**. Further, payment

in advance for the twelve (12) scheduled payments April 15, 2012 through and including the March 15, 2013 payment in the cumulative amount of \$118,788 (12 x \$9,899) shall be made on or before **March 28, 2012**. Further, payment in advance for the four (4) scheduled payments April 15, 2013 through and including July 15, 2013 payment in the cumulative amount of \$39,596 (4 x \$9,899) shall be made on or before **March 28, 2013**.

On the Maturity Date, the entire outstanding principal balance of this Promissory Note (the "Note") plus all accrued and unpaid interest due hereunder, if not sooner paid, shall be due and payable in full. This entire debt shall be due and payable upon the earliest to occur of (1) August 15, 2013, or (2) upon the sale, transfer, conveyance or assignment of the legal or equitable title to all or any portion of that certain real property conveyed this day to Borrower by Lender (the "Property"), whether by operation of law, voluntary or otherwise or any earlier date on which this Note shall be required to be paid in full, whether by acceleration or otherwise; provided, however, that (1) the conveyance of any portion of the Property to an affiliated entity for purposes of a condominium development or the sale of condominium units or condominium common areas constructed on the Property and (ii) customary transfers for development, i.e. utility easements shall not constitute a sale, transfer or conveyance as contemplated in this subsection (2).

2. Paragraph 6. of the Note is deleted and replaced with the following:

6. SECURITY. This Note shall be secured by the following:

a. Corporate Guarantee of Kessler Hotels, Ltd.; together with the personal guarantee of Richard Kessler.

b. A letter of credit issued by a mutually-agreed-upon bank ("Issuer") in an amount not less than Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000) ("Letter of Credit") that contains the following provision: *"This Letter of Credit shall automatically renew for one year terms upon the anniversary of the expiry date set forth above ("Anniversary Date") unless (i) earlier released by the Beneficiary or (ii) Issuer delivers written notice to both Applicant and Beneficiary that this Letter of Credit will not be renewed on the Anniversary Date, provided that Issuer delivers such notice no later than sixty (60) days prior to the Anniversary Date."*

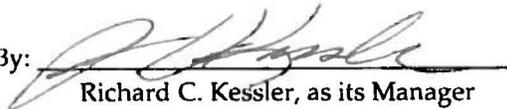
c. This Note is secured by a Letter of Credit issued by First National Bank of Central Florida in the amount of Seven Hundred Fifty Thousand and 00/100 Dollars ((\$750,000) The Letter of Credit has been provided to Lender. Upon an event of default by Borrower, after the expiration of the applicable notice and cure period and acceleration of the indebtedness hereunder, or if a new Letter of Credit is not provided to the Lender not less than ten (10) days before the expiration date, the Lender shall have the right to draw upon the Letter of Credit for the amount of unpaid principal and interest due hereunder. Borrower shall maintain an irrevocable stand-by letter of credit, in accordance with this paragraph, from a mutually-agreed-upon bank securing this Note until the entire principal and accrued interest are paid in full.

3. All other terms and conditions of the Note not modified by this Second Amendment shall remain in full force and effect.

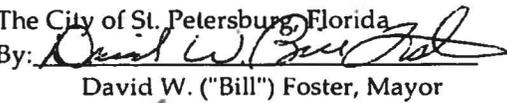
IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives, on the date first above written.

BORROWER

Grand Bohemian SP, LLC., a Florida limited liability company

By: 
Richard C. Kessler, as its Manager

LENDER

The City of St. Petersburg, Florida
By: 
David W. ("Bill") Foster, Mayor

Attest: 
Eva A. Andujar, City Clerk



Approved as to Content:


City Attorney (Designee)
By: RICHARD B. BADGLEY
Assistant City Attorney

Approved as to Form:


City Attorney (Designee)
By: RICHARD B. BADGLEY
Assistant City Attorney

PERSONAL GUARANTY

THIS PERSONAL GUARANTY ("Guaranty") dated the 18TH day of MARCH, 2011, by Richard C. Kessler, an individual ("Guarantor").

FOR VALUE RECEIVED and in consideration for and as an inducement to the City of St. Petersburg, a Florida municipal corporation, ("City") accepting a Promissory Note dated August 15, 2007 ("Note") from GRAND BOHEMIAN SP, LTD., a Florida limited partnership ("Borrower") and the First and Second Amendments, thereto, the Guarantor on behalf of himself; his legal representatives, heirs, successors and assigns, guarantees to City and City's assigns, the full performance and observance of all the provisions therein provided to be performed and observed by Borrower under the terms of the Note, , without requiring any notice of non-payment, non-performance, or non-observance, or proof, or notice, or demand, whereby to charge the Guarantor therefore, all of which the Guarantor expressly waives and expressly agrees that the validity of this Guaranty and the obligations of the Guarantor hereunder shall not be terminated affected or impaired by reason of the assertion by City against Borrower of any of the rights and remedies reserved to City pursuant to the provisions of the Note, as amended. The Guarantor further agrees that this Guaranty shall remain and continue in full force and effect as to any renewal, modification, assignment, or extension of the Note, as amended. As a further inducement to City to accept the Note, and the First and Second Amendments, and in consideration thereof, the Guarantor agrees that in any action or proceeding brought by either City or the Guarantor against the other on any matters whatsoever arising out of, under or by virtue of the terms of the Note, as amended or of this Guaranty, that Guarantor waives trial by jury. In the event City incurs any expenses in the enforcement of this Guaranty, whether legal action to be instituted or not, the Guarantor agrees to be liable for same including, but not limited to, reasonable attorneys' fees, charges for paralegal and legal assistants, court costs actually incurred and similar fees and costs and to pay same promptly on demand by City.

Notwithstanding the foregoing, this Guaranty shall terminate if the Borrower has fully and timely performed all of its duties and obligations under the Note, as amended, through the expiry date thereof, unless affirmatively renewed by the Guarantor by execution of a renewal of this Guaranty.

WITNESSES

Sign: *Donna Hensel*
Print: DONNA HENSEL QUENZER

GUARANTOR

By: *Richard C. Kessler*
Richard C. Kessler, an individual

Sign: *Judith King*
Print: JUDITH KING

CORPORATE GUARANTY

THIS CORPORATE GUARANTY ("Guaranty") dated the 18TH day of MARCH, 2011, by Kessler Hotels, Ltd., a Florida limited partnership, ("Guarantor").

FOR VALUE RECEIVED and in consideration for and as an inducement to the City of St. Petersburg, a Florida municipal corporation, ("City") accepting a Promissory Note dated August 15, 2007 ("Note") from GRAND BOHEMIAN SP, LTD., a Florida limited partnership now known as Grand Bohemian SP, LLC a Florida limited liability company ("Borrower") and the First and Second Amendment thereto, the Guarantor on behalf of itself; its legal representatives, successors and assigns, guarantees to City and City's assigns, the full performance and observance of all the provisions therein provided to be performed and observed by Borrower under the terms of the Note, , without requiring any notice of non-payment, non-performance, or non-observance, or proof, or notice, or demand, whereby to charge the Guarantor therefore, all of which the Guarantor expressly waives and expressly agrees that the validity of this Guaranty and the obligations of the Guarantor hereunder shall not be terminated affected or impaired by reason of the assertion by City against Borrower of any of the rights and remedies reserved to City pursuant to the provisions of the Note, as amended. The Guarantor further agrees that this Guaranty shall remain and continue in full force and effect as to any renewal, modification, assignment, or extension of the Note, as amended. As a further inducement to City to accept the Note, and the First and Second Amendments, and in consideration thereof, the Guarantor agrees that in any action or proceeding brought by either City or the Guarantor against the other on any matters whatsoever arising out of, under or by virtue of the terms of the Note or of this Guaranty, that Guarantor waives trial by jury. In the event City incurs any expenses in the enforcement of this Guaranty, whether legal action to be instituted or not, the Guarantor agrees to be liable for same including, but not limited to, reasonable attorneys' fees, charges for paralegal and legal assistants, court costs and similar fees and costs actually incurred and to pay same promptly on demand by City.

Notwithstanding the foregoing, this Guaranty shall terminate if the Borrower has fully and timely performed all of its duties and obligations under the Note, as amended, through the expiry date thereof, unless affirmatively renewed by the Guarantor by execution of a renewal of this Guaranty.

WITNESSES

Sign: Dana Hensel C...
Print: Dana Hensel Curran

Sign: Judith King
Print: JUDITH KING

GUARANTOR

By: Kessler Hotels, Ltd., a Florida limited partnership
By: Kessler Hotels, Inc., its General Partner

By: Richard C. Kessler
Richard C. Kessler, its President

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A THIRD AMENDMENT TO PROMISSORY NOTE, AS AMENDED, BETWEEN GRAND BOHEMIAN SP, LLC (FORMERLY GRAND BOHEMIAN SP, LTD.), AS ASSIGNEE OF THE KESSLER ENTERPRISE, INC., AND THE CITY OF ST. PETERSBURG, FLORIDA ("CITY"); TO EXECUTE ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 1, 2013, Administration received a request from Grand Bohemian SP, LLC ("Grand Bohemian"), requesting modifications be made to the conditions of the Promissory Note payable to the City of St. Petersburg ("City"); and

WHEREAS, Grand Bohemian SP, LLC (formerly Grand Bohemian SP, Ltd.), as assignee of The Kessler Enterprise, Inc. purchased City-owned property located at the NW corner of 2nd Street North, and 1st Avenue North ("Property") for \$3,300,000, the terms of which were \$1,800,000 cash at closing and a \$1,500,000 promissory note secured by a Letter of Credit ("LOC"); and

WHEREAS, on August 15, 2007, the Borrower executed a Promissory Note in the amount of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000) ("Note") in favor of the City; and

WHEREAS, a First Amendment to Note was executed on September 10, 2009 amending the Default provision of the note during the period of time that Grand Bohemian was experiencing difficulty in replacing the LOC required by the Note; and

WHEREAS, as the difficulties with obtaining an LOC continued, a Second Amendment to Note was executed on March 18, 2011 amending the Terms of Payment, Security, and Default provisions of the Note as follows:

1. Reduced the amount of the required Letter of Credit from \$1,500,000 to \$750,000.
2. Required annual payments in advance for the scheduled payments of principal and interest on the note in April of 2011 and 2012 and a four-month payment in advance in April 2013. A balloon payment in the amount of \$1,368,485 is due August 15, 2013.

3. Required a corporate guaranty from Kessler Hotels, Ltd., which is the majority owner of substantially all of the Kessler Collection hospitality together with a personal guarantee by Richard C. Kessler; and

WHEREAS, Grand Bohemian is current with its payment obligations under the Note, which has an outstanding principal balance through August 15, 2013 of \$1,368,485; and

WHEREAS, since the inception of the Note, the City has received all payments required by the Note totaling \$571,465; and

WHEREAS, since LOC's continue to be difficult to obtain in the current financial market, Grand Bohemian has offered to make a principal reduction of \$900,000 on the original Maturity Date of the Note with the remaining balance payable on the closing of the land sale or January 3, 2014, whichever occurs first; and

WHEREAS, the payment of \$900,000 would be \$150,000 greater than the amount of the LOC currently required by the Note; and

WHEREAS, the corporate guaranty of Kessler Hotels Ltd. and the personal guaranty of Richard C. Kessler would remain in place to secure the balance of the note; however, the proposed amendment would remove the requirement to have the LOC; and

WHEREAS, the interest as provided for in the Note of 5% will continue until the debt is retired in full.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor, or his Designee, is authorized to execute a Third Amendment to Promissory Note, as amended, between Grand Bohemian SP, LLC formerly Grand Bohemian SP, LTD., as assignee of the Kessler Enterprise, Inc. and the City of St. Petersburg, Florida ("City"); and to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

Attached documents for item Resolution approving polling locations for the August 27, 2013 Municipal Election.

ST. PETERSBURG CITY COUNCIL

Meeting of AUGUST 8, 2013

TO: City Council Chair & Members of City Council

SUBJECT: Approving precinct polling locations for the August 27, 2013 Municipal Election.

EXPLANATION:

In accordance with St. Petersburg City Code Section 10-41, City Council shall, by resolution, designate polling places for the precincts.

Our agreement with the Pinellas County Supervisor of Elections stipulates that the Supervisor will contract for the precinct polling locations. Wherever possible the Supervisor uses the same polling locations used for other elections. Where a change of polling location is required, the Supervisor will provide the names and addresses of the affected voters to the vendor and the City Clerk will make all necessary arrangements with the vendor to notify the electors in the appropriate precincts.

Attached is the list of polling locations prepared by the Supervisor of Elections. It is recommended that Council approve the list as presented.

COST/FUNDING INFORMATION:

Funds for polling location rentals are available in the City Clerk Department FY13 Operating Budget.

ATTACHMENTS: List of Recommended Polling Locations, Resolution.

APPROVALS:

Administrative Tisy Elston 8/2/13
Budget Dr. 2 Full 8-2-13

A RESOLUTION APPROVING POLLING
LOCATIONS FOR THE AUGUST 27, 2013
MUNICIPAL ELECTION; AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, in accordance with St. Petersburg City Code Section 10-41, City Council shall, by resolution, designate polling places for the precincts.

NOW, THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council hereby approves the polling locations for the August 27, 2013 Municipal Election, as indicated on the attached list.

This resolution shall become effective immediately upon its adoption.

APPROVALS:

Administration: Tizy Elston 8/2/13

Legal: [Signature]

POLLING PLACE LIST

ST. PETERSBURG MUNICIPAL PRIMARY ELECTION - AUGUST 27, 2013

92 Precincts

69 Polling Locations (49 Single; 19 Combined; 1 Double)

70 Precinct Clerks

St. Petersburg

PCT.#	POLLING PLACE	ADDRESS	CITY
101	Pinellas Community Church <i>(Combined)</i> <i>West side of 31 St. S. - south of 54 Ave. S.</i>	5501 31 St. S.	SP
102	Westminster Suncoast <i>(Single)</i> <i>Entrance off of Pinellas Point Dr. S. between 16 St. S. and 9 St. S.</i>	1095 Pinellas Point Dr. S.	SP
103	Lakewood United Methodist Church <i>(Combined)</i> <i>From ML King St. S. - east on 59 Ave. S.</i>	5995 ML King Jr. St. S.	SP
104	Lakewood United Methodist Church <i>(Combined)</i> <i>From ML King St. S. - east on 59 Ave. S.</i>	5995 ML King Jr. St. S.	SP
105	Blessed Trinity Catholic Church <i>(Single)</i> <i>Southwest corner of 54 Ave. S. & 16 St. S. - across from Lakewood High School</i>	1600 54 Ave. S.	SP
106	Bay Vista Center <i>(Single)</i> <i>South side of 70 Ave. S. at 4 St. S.</i>	7000 4 St. S.	SP
108	Coquina Key Neighborhood Association <i>(Single)</i> <i>East side of Pompano Dr. SE - south of 38 Ave. SE</i>	3850 Pompano Dr. SE	SP
109	Old Landmark Cathedral <i>(Single)</i> <i>West side of 6 St. S. between 42 Ave. S. & 45 Ave. S.</i>	4201 6 St. S.	SP
110	St. Bartholomew's Episcopal Church <i>(Combined)</i> <i>Northwest corner of 34 St. S. & 38 Ave. S.</i>	3747 34 St. S.	SP
111	St. Bartholomew's Episcopal Church <i>(Combined)</i> <i>Northwest corner of 34 St. S. & 38 Ave. S.</i>	3747 34 St. S.	SP
112	St. Petersburg City Theatre <i>(Single)</i> <i>West side of 31 St. S. - south of 38 Ave. S.</i>	4025 31 St. S.	SP
113	Christ Gospel Church <i>(Single)</i> <i>South side of 22 Ave. S. - west of Sanderlin Elementary School</i>	2512 22 Ave. S.	SP
114	New Hope Baptist Church <i>(Single)</i> <i>East side of 19 St. S. - north of 22 Ave. S.</i>	2120 19 St. S.	SP
115	Lakeview Presbyterian Church <i>(Single)</i> <i>Southwest corner of 22 Ave. S. & 13 St. S.</i>	1310 22 Ave. S.	SP
116	Frank Pierce Recreation Center <i>(Single)</i> <i>Between 18 Ave. S. & 22 Ave. S. at 7 St. S.</i>	2000 7 St. S.	SP
117	Mt. Zion AME Church <i>(Single)</i> <i>Northwest corner of 16 St. S. & 12 Ave. S.</i>	1045 16 St. S.	SP
118	St. Petersburg Religious Society of Friends <i>(Single)</i> <i>South side of 19 Ave. SE between 1 St. SE & Bay St. SE</i>	130 19 Ave. SE	SP
119	Campbell Park Recreation Center <i>(Single)</i> <i>Between ML King St. S. & 16 St. S. - in Recreation Center</i>	601 14 St. S.	SP

PCT.#	POLLING PLACE	ADDRESS	CITY
120	Wildwood Recreation Center <i>(Single)</i> <i>East side of 28 St. S. & 10 Ave. S.</i>	1000 28 St. S.	SP
121	Dwight H. Jones Neighborhood Center <i>(Combined)</i> <i>North side of Burlington Ave. N. - between 10 St. N. & 11 St. N.</i>	1035 Burlington Ave. N.	SP
122	Coliseum <i>(Combined)</i> <i>North side of 4 Ave. N. - across from the Shuffleboard Courts</i>	535 4 Ave. N.	SP
123	Coliseum <i>(Combined)</i> <i>North side of 4 Ave. N. - across from the Shuffleboard Courts</i>	535 4 Ave. N.	SP
125	Peterborough Apartments <i>(Single)</i> <i>Southeast corner of 4 Ave. N. & 5 St. N. - across from Sunshine Center</i>	440 4 Ave. N.	SP
126	Dwight H. Jones Neighborhood Center <i>(Combined)</i> <i>North side of Burlington Ave. N. - between 10 St. N. & 11 St. N.</i>	1035 Burlington Ave. N.	SP
127	King of Peace Metropolitan Community Church <i>(Combined)</i> <i>South side of 5 Ave. N. - west of 31 St. N.</i>	3150 5 Ave. N.	SP
128	King of Peace Metropolitan Community Church <i>(Combined)</i> <i>South side of 5 Ave. N. - west of 31 St. N.</i>	3150 5 Ave. N.	SP
129	King of Peace Metropolitan Community Church <i>(Combined)</i> <i>South side of 5 Ave. N. - west of 31 St. N.</i>	3150 5 Ave. N.	SP
130	Coliseum <i>(Combined)</i> <i>North side of 4 Ave. N. - across from the Shuffleboard Courts</i>	535 4 Ave. N.	SP
131	30th Avenue Baptist Church <i>(Single)</i> <i>North side of 30 Ave. N. - enter from 33 St. N.</i>	3241 30 Ave. N.	SP
132	Faith Assembly <i>(Single)</i> <i>Northwest corner of 39 Ave. N. & 28 St. N.</i>	3900 28 St. N.	SP
133	St. Bede's Episcopal Church <i>(Single)</i> <i>Southwest corner of 16 St. N. & 26 Ave. N.</i>	2500 16 St. N.	SP
134	Sunken Gardens <i>(Combined)</i> <i>East side of 4 St. N. - south of 20 Ave. N.</i>	1825 4 St. N.	SP
135	Westminster Presbyterian Church <i>(Single)</i> <i>Southeast corner of 11 Ave. NE & 1 St. NE</i>	126 11 Ave. NE	SP
136	American Baptist Church of the Beatitudes <i>(Single)</i> <i>West side of 8 St. N. - between 28 Ave. N. & 29 Ave. N. - park in rear of church</i>	2812 8 St. N.	SP
137	Wesley United Methodist Church <i>(Single)</i> <i>Northwest corner of 37 Ave. N. & 3 St. N. - behind McDonald's</i>	301 37 Ave. N.	SP
138	St. Raphael's Catholic Church <i>(Single)</i> <i>West side of Snell Isle Blvd. NE - north of Shore Acres Bridge</i>	1376 Snell Isle Blvd. NE	SP
139	Vietnamese Evangelical Church <i>(Single)</i> <i>Southwest corner of 21 St. N. & 44 Ave. N.</i>	4344 21 St. N.	SP
140	Roberts Recreation Center <i>(Single)</i> <i>Southwest corner of 50 Ave. N. & 12 St. N.</i>	1246 50 Ave. N.	SP
141	Woodlawn Presbyterian Church <i>(Single)</i> <i>Northwest corner of 12 St. N. & 26 Ave. N.</i>	2612 12 St. N.	SP
142	Sunken Gardens <i>(Combined)</i> <i>East side of 4 St. N. - south of 20 Ave. N.</i>	1825 4 St. N.	SP

PCT.#	POLLING PLACE	ADDRESS	CITY
143	Lutheran Church of the Cross <i>(Single)</i> <i>Comer of Chancellor St. NE & Overlook Dr. NE</i>	4545 Chancellor St. NE	SP
144	Northeast Presbyterian Church <i>(Single)</i> <i>West side of Shore Acres Blvd. NE - between 40 Ave. NE & 46 Ave. NE - north of Shore Acres Recreation Center</i>	4400 Shore Acres Blvd. NE	SP
145	Faith Covenant Church <i>(Double)</i> <i>Southeast corner of 62 Ave. NE & 1 St. NE</i>	150 62 Ave. NE	SP
146	Faith Covenant Church <i>(Double)</i> <i>Southeast corner of 62 Ave. NE & 1 St. NE</i>	150 62 Ave. NE	SP
147	Riviera United Methodist Church <i>(Single)</i> <i>Northwest corner of 62 Ave. N. & 1 St. N.</i>	175 62 Ave. N.	SP
150	Town Apartments North <i>(Single)</i> <i>South of 62 Ave. N. - in Recreation Hall</i>	1900 61 Ave. N.	SP
151	North Branch Library <i>(Single)</i> <i>East side of ML King Jr. St. N. - next to Fire Station</i>	861 70 Ave. N.	SP
152	Willis S. Johns Recreation Center <i>(Single)</i> <i>East side of ML King Jr. St. N. - south of Fire Station</i>	6635 ML King Jr. St. N.	SP
153	Americana Cove <i>(Single)</i> <i>East side of 1 St. NE & 72 Ave. NE</i>	7201 1 St. NE	SP
154	First Church of Christ, Scientist <i>(Single)</i> <i>East side of 1 St. NE - approx. one block north of 62 Ave. N.</i>	6333 1 St. NE	SP
155	Epiphany of Our Lord Ukrainian Catholic Church <i>(Single)</i> <i>South side of 90 Ave. N. - west of 4 St. N.</i>	434 90 Ave. N.	SP
156	St. James United Methodist Church <i>(Combined)</i> <i>Northeast corner of 87 Ave. N. & ML King Jr. St. N.</i>	845 87 Ave. N.	SP
157	St. James United Methodist Church <i>(Combined)</i> <i>Northeast corner of 87 Ave. N. & ML King Jr. St. N.</i>	845 87 Ave. N.	SP
161	First Baptist Church of St. Petersburg <i>(Combined)</i> <i>From Gandy Blvd. - take Frontage Rd. S. - go southwest to church</i>	1900 Gandy Blvd.	SP
162	Pinewood Co-op, Inc. <i>(Single)</i> <i>North side of Gandy Blvd. - across from Derby Lane</i>	10441 Gandy Blvd.	SP
165	First Baptist Church of St. Petersburg <i>(Combined)</i> <i>From Gandy Blvd. - take Frontage Rd. S. - go southwest to church</i>	1900 Gandy Blvd.	SP
200	Pass-A-Grille Beach Community Church <i>(Combined)</i> <i>West side of Pass-A-Grille Way between 16 Ave. & 17 Ave.</i>	107 16 Ave.	SB
201	The Allegro at College Harbor <i>(Single)</i> <i>From 54 Ave. S. - take College Landings Blvd. S. - tum right on Harbor Way S. - on left</i>	4600 54 Ave. S.	SP
202	Pinellas Community Church <i>(Combined)</i> <i>West side of 31 St. S. - south of 54 Ave. S.</i>	5501 31 St. S.	SP
203	Bethel Metropolitan Baptist Church <i>(Combined)</i> <i>North side of 26 Ave. S. - west of 34 St. S.</i>	3455 26 Ave. S.	SP
204	Bethel Metropolitan Baptist Church <i>(Combined)</i> <i>North side of 26 Ave. S. - west of 34 St. S.</i>	3455 26 Ave. S.	SP
205	Prayer Tower Church of God In Christ <i>(Single)</i> <i>Southwest corner of 37 St. S. & 11 Ave. S.</i>	1137 37 St. S.	SP

<u>PCT.#</u>	<u>POLLING PLACE</u>	<u>ADDRESS</u>	<u>CITY</u>
211	Pasadena Community Church <u>(Combined)</u> <i>Southeast corner of 70 St. S. & 2 Ave. S. - in Life Enrichment Center</i>	227 70 St. S.	SP
213	Unity of St. Petersburg <u>(Combined)</u> <i>Southeast corner of 62 St. N. & 1 Ave. N.</i>	6168 1 Ave. N.	SP
215	Pasadena Community Church <u>(Combined)</u> <i>Southeast corner of 70 St. S. & 2 Ave. S. - in Life Enrichment Center</i>	227 70 St. S.	SP
216	Pasadena Community Church <u>(Combined)</u> <i>Southeast corner of 70 St. S. & 2 Ave. S. - in Life Enrichment Center</i>	227 70 St. S.	SP
217	Unity of St. Petersburg <u>(Combined)</u> <i>Southeast corner of 62 St. N. & 1 Ave. N.</i>	6168 1 Ave. N.	SP
219	Trinity United Church of Christ <u>(Combined)</u> <i>West side of 49 St. N. - north of 9 Ave. N. - parking on 12 Ave. N.</i>	1150 49 St. N.	SP
220	Trinity United Church of Christ <u>(Combined)</u> <i>West side of 49 St. N. - north of 9 Ave. N. - parking on 12 Ave. N.</i>	1150 49 St. N.	SP
221	Fifth Avenue Baptist Church <u>(Combined)</u> <i>Northwest corner of 5 Ave. N. & 49 St. N.</i>	4901 5 Ave. N.	SP
222	Pilgrim Congregational Church <u>(Single)</u> <i>North side of Central Ave. between 63 St. N. & 64 St. N.</i>	6315 Central Ave.	SP
223	Fifth Avenue Baptist Church <u>(Combined)</u> <i>Northwest corner of 5 Ave. N. & 49 St. N.</i>	4901 5 Ave. N.	SP
224	Childs Park Recreation Center <u>(Single)</u> <i>Northwest corner of 43 St. S. & 13 Ave. S.</i>	4301 13 Ave. S.	SP
225	St. Luke's United Methodist Church <u>(Combined)</u> <i>South side of 5 Ave. N. - east of 49 St. N.</i>	4444 5 Ave. N.	SP
226	Galilee Missionary Baptist Church <u>(Single)</u> <i>Southwest corner of 35 St. S. & 5 Ave. S.</i>	505 35 St. S.	SP
227	Fifth Avenue Church of Christ <u>(Single)</u> <i>Southeast corner of 5 Ave. S. & 43 St. S.</i>	4200 5 Ave. S.	SP
228	St. Luke's United Methodist Church <u>(Combined)</u> <i>South side of 5 Ave. N. - east of 49 St. N.</i>	4444 5 Ave. N.	SP
229	St. Vincent's Episcopal Church <u>(Single)</u> <i>Northwest corner of 9 Ave. N. & 54 St. N.</i>	5441 9 Ave. N.	SP
230	St. Stefanos Greek Orthodox Church <u>(Combined)</u> <i>West side of 76 St. N. - south of 38 Ave. N.</i>	3600 76 St. N.	SP
231	Cornerstone Community Church <u>(Single)</u> <i>North side of 38 Ave. N. - between 66 St. N. & 71 St. N.</i>	6745 38 Ave. N.	SP
232	Palm Lake Christian Church <u>(Combined)</u> <i>North side of 22 Ave. N. - east of 58 St. N.</i>	5401 22 Ave N.	SP
233	Community Bible Baptist Church <u>(Single)</u> <i>Southwest corner of 17 Ave. N. & 38 St. N.</i>	3800 17 Ave. N.	SP
234	Clearview United Methodist Church <u>(Combined)</u> <i>Northwest corner of 38 Ave. N. & 45 St. N.</i>	4515 38 Ave. N.	SP
235	Azalea Baptist Church <u>(Single)</u> <i>Northwest corner of Country Club Rd. N. & 79 St. N. - west of Azalea Middle School</i>	7900 22 Ave. N.	SP

<u>PCT.#</u>	<u>POLLING PLACE</u>	<u>ADDRESS</u>	<u>CITY</u>
236	Portuguese American Suncoast Association, Inc. (Single) <i>South side of 46 Ave. N. between 78 St. N. & 78 Ln. N.</i>	7808 46 Ave. N.	SP
237	Clearview Oaks (Single) <i>Southeast corner of 40 Ave. N. & 58 St. N.</i>	5700 40 Ave. N.	SP
239	St. Petersburg Community Church (Single) <i>Northwest corner of 30 Ave. N. & 45 St. N.</i>	4501 30 Ave. N.	SP
240	St. Stefanos Greek Orthodox Church (Combined) <i>West side of 76 St. N. - south of 38 Ave. N.</i>	3600 76 St. N.	SP
241	Walter P. Fuller Recreation Center (Single) <i>North side of 26 Ave. N. - in Recreation Center</i>	7891 26 Ave. N.	SP
243	Clearview United Methodist Church (Combined) <i>Northwest corner of 38 Ave. N. & 45 St. N.</i>	4515 38 Ave. N.	SP
275	Palm Lake Christian Church (Combined) <i>North side of 22 Ave. N. - east of 58 St. N.</i>	5401 22 Ave N.	SP
401	Pass-A-Grille Beach Community Church (Combined) <i>West side of Pass-A-Grille Way between 16 Ave. & 17 Ave.</i>	107 16 Ave.	SB

Attached documents for item Resolution approving the appointment of poll workers for the August 27, 2013 municipal Primary Election.

ST. PETERSBURG CITY COUNCIL

Meeting of August 8, 2013

TO: City Council Chair & Members of City Council

SUBJECT: Approving the appointment of poll workers for the August 27, 2013 Municipal Primary Election.

EXPLANATION:

The St. Petersburg City Code requires City Council to approve the appointment of poll workers for municipal elections.

The Pinellas County Supervisor of Elections is responsible for the selection and training of poll workers and she has forwarded the list of selected poll workers to the City for approval. It is recommended that City Council approve the list of poll workers provided by the Supervisor of Elections. The poll workers' list is on file in the Office of the City Clerk.

COST/FUNDING INFORMATION:

Funds for the payment of poll workers are available in the City Clerk Department FY13 Operating Budget. By Council policy, the City pays poll workers at the same rate as is paid by the County. Payment rates for poll workers are as follows: Precinct Clerk - \$190 plus \$30 for training classes; Machine Manager - \$150 plus \$10 for training class; Assistant Clerk - \$150 plus \$20 for training classes, Ballot Distribution Manager - \$135 plus \$10 for training class, Inspector and Poll Deputy - \$115 each plus \$10 for training class. Additionally, where the Supervisor of Elections is able to set up the voting equipment on the day before the election, poll workers involved in setting up of the polling place will be paid an additional \$15 each. Precinct Clerks and Machine Managers are paid an additional \$15 for clerk supply and memory stick/ballot drop-off on election night.

ATTACHMENT: Resolution

APPROVALS:

Administrative *T. Eston 8/2/13*
Budget *Dr. 2 Full 8-2-13*

A RESOLUTION APPROVING APPOINTMENT
OF POLL WORKERS FOR THE AUGUST 27, 2013
MUNICIPAL ELECTION, AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, Section 10-10 of the St. Petersburg City Code requires the City Council to select all election officers for municipal elections;

NOW, THEREFORE BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the individuals on the list of poll workers on file in the Office of the City Clerk are hereby appointed for the August 27, 2013 Primary Municipal Election.

This resolution shall become effective immediately upon its adoption.

APPROVED:

Legal.....

Administrative.....



Tish Esten 8/2/13