

COUNCIL MEETING

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

CITY OF ST. PETERSBURG

October 2, 2014
8:30 AM

Welcome to the City of St. Petersburg City Council meeting. To assist the City Council in conducting the City's business, we ask that you observe the following:

1. If you are speaking under the Public Hearings, Appeals or Open Forum sections of the agenda, please observe the time limits indicated on the agenda.
2. Placards and posters are not permitted in the Chamber. Applause is not permitted except in connection with Awards and Presentations.
3. Please do not address Council from your seat. If asked by Council to speak to an issue, please do so from the podium.
4. Please do not pass notes to Council during the meeting.
5. Please be courteous to other members of the audience by keeping side conversations to a minimum.
6. The Fire Code prohibits anyone from standing in the aisles or in the back of the room.
7. If other seating is available, please do not occupy the seats reserved for individuals who are deaf/hard of hearing.

GENERAL AGENDA INFORMATION

For your convenience, a copy of the agenda material is available for your review at the Main Library, 3745 Ninth Avenue North, and at the City Clerk's Office, 1st Floor, City Hall, 175 Fifth Street North, on the Monday preceding the regularly scheduled Council meeting. *The agenda and backup material is also posted on the City's website at www.stpete.org and generally electronically updated the Friday preceding the meeting and again the day preceding the meeting. The updated agenda and backup material can be viewed at all St. Petersburg libraries.* An updated copy is also available on the podium outside Council Chamber at the start of the Council meeting.

If you are deaf/hard of hearing and require the services of an interpreter, please call our TDD number, 892-5259, or the Florida Relay Service at 711 as soon as possible. The City requests at least 72 hours advance notice, prior to the scheduled meeting, and every effort will be made to provide that service for you. If you are a person with a disability who needs an accommodation in order to participate in this/these proceedings or have any questions, please contact the City Clerk's Office at 893-7448.

A. Meeting Called to Order and Roll Call.

Invocation and Pledge to the Flag of the United States of America.

“A moment of silence will be observed to remember fallen officers of the St. Petersburg Police Department. The officers(s) depicted today were killed in the line of duty during this month.”

Officer James W. Thornton – October 16, 1937

Officer William G. Newberry – October 17, 1937

Officer Eugene W. Minor – October 25, 1929

B. Approval of Agenda with Additions and Deletions.

Open Forum

*If you wish to address City Council on subjects other than **public hearing or quasi-judicial items listed on this agenda**, please sign up with the Clerk prior to the meeting. Only the individual wishing to speak may sign the Open Forum sheet and only City residents, owners of property in the City, owners of businesses in the City or their employees may speak. All issues discussed under Open Forum must be limited to issues related to the City of St. Petersburg government.*

Speakers will be called to address Council according to the order in which they sign the Open Forum sheet. In order to provide an opportunity for all citizens to address Council, each individual will be given three (3) minutes. The nature of the speakers' comments will determine the manner in which the response will be provided. The response will be provided by City staff and may be in the form of a letter or a follow-up phone call depending on the request.

C. Consent Agenda (see attached)

D. Public Hearings and Quasi-Judicial Proceedings - 9:00 A.M.

Public Hearings

*NOTE: The following Public Hearing items have been submitted for **consideration** by the City Council. If you wish to speak on any of the Public Hearing items, please obtain one of the **YELLOW** cards from the containers on the wall outside of Council Chamber, fill it out as directed, and present it to the Clerk. You will be given 3 minutes **ONLY** to state your position on any item but may address more than one item.*

1. [Ordinance 135-H amending Chapter 8 of the City Code by deleting Section 8-148 relating to sunseting; amending Section 8-145, and providing for clarification of foreclosure, default, and annual registration.](#)
2. [Ordinance 136-H extending the time frames for sunseting established in Ordinance 105-H which suspended City Code Section 21-31 \(f\) \(13\) and 21-31\(I\) \(1\) for one hundred eighty](#)

(180) days to relieve a conflict between those Sections of the City Code regulating park permits and City Council and Administration Procedures for Co-Sponsored Events, pending a permanent Resolution of conflict and other matters.

3. Ordinance 137-H adopting the Pinellas County Interlocal Service Boundary Agreement that provides for voluntary annexation of property that is not contiguous to the City and is located in an enclave.

Quasi-Judicial Proceedings

Swearing in of witnesses. Representatives of City Administration, the applicant/appellant, opponents, and members of the public who wish to speak at the public hearing must declare that he or she will testify truthfully by taking an oath or affirmation in the following form:

"Do you swear or affirm that the evidence you are about to give will be the truth, the whole truth, and nothing but the truth?"

The oath or affirmation will be administered prior to the presentation of testimony and will be administered in mass to those who wish to speak. Persons who submit cards to speak after the administration of the oath, who have not been previously sworn, will be sworn prior to speaking. For detailed procedures to be followed for Quasi-Judicial Proceedings, please see yellow sheet attached to this agenda.

First Reading and First Quasi-Judicial Public Hearing

Setting October 16, 2014 as the Second Quasi-Judicial Public Hearing date for the following proposed Ordinances:

4. Ordinance establishing the Historic Kenwood Artist Enclave (Overlay District) in accordance with Section 16.30.030 of the City of St. Petersburg's City Code. (City File AEOD 2014-01-A)
5. Ordinance establishing the Old Southeast Artist Enclave (Overlay District) in accordance with Section 16.30.030 of the City of St. Petersburg's City Code. (City File AEOD 2014-01-B)

E. Reports

1. Social Services Allocation Committee funding recommendations for various social service agencies for the period October 1, 2014 through September 30, 2015.
2. Red Light Camera Program Update.
3. Universal Curbside Recycling Program. (Oral)
4. Land Use & Transportation: (Councilmember Kennedy) (Oral)
 - (a) Pinellas Planning Council (PPC)
 - (b) Metropolitan Planning Organization (MPO) & Advisory Committee for Pinellas Transportation (ACPT)
 - (c) Tampa Bay Transportation Management Area (TBTMA)
 - (d) MPO Action Committee

(e) Greenlight Update

5. [Dr. Carter G. Woodson African American History Museum.](#)
6. [Partial termination of the agreement for management and operation of Al Lang Stadium and Walter Fuller Complex with St. Petersburg Baseball Commission, Inc.; approving a new management agreement for Al Lang Stadium with Big 3 Entertainment, LLC; and approving a restated and amended management agreement for the Walter Fuller Baseball Complex with St. Petersburg Baseball Commission, Inc.](#)

F. New Ordinances - (First Reading of Title and Setting of Public Hearing)

1. [Ordinance creating a short term exemption to the idle speed requirement for certain vessels in the North Yacht Basin.](#)

G. New Business

1. [Referring to the Public Services & Infrastructure Committee for discussion due diligence efforts to prepare for the implementation of regulations in the event that the Constitutional Amendment legalizing medical marijuana is approved. \(Councilmember Foster\)](#)
2. [Referring to the Budget, Finance & Taxation Committee for discussion to add shade shelters for the fitness zones at Lake Vista Park and Riviera Bay Park to the Weeki Wachee Project List. \(Councilmember Kennedy\)](#)
3. [Requesting St. Petersburg Housing Authority's Payment in Lieu of Taxes, \\$31,996, be allocated evenly to the Poynter's Write Field 4.0 program and the Urban League's Summer Training Youth Leadership Education \(STYLE\) Program. \(Councilmember Newton\)](#)
4. [Requesting to have all CRA/Agenda Review & Administrative Updates meetings televised. \(Councilmember Newton\)](#)
5. [Referring to the Committee of the Whole meeting agenda on October 23, 2014 an update presentation regarding the Pier process, Request for Qualification \(RFQ\) Submittals; next steps and a summary of public input from the Waterfront Master Plan meetings. \(Councilmember Foster\)](#)
6. [Requesting Mayor Kriseman to call for an audit of any and all of the St. Petersburg Housing Authority's PILOT funds paid to the Dr. Carter G. Woodson African American History Museum. \(Councilmember Newton\)](#)
7. [Referring to the Public Services & Infrastructure Committee an update and discussion of National Transportation Safety Board \(NTSB\) safety investigations of airplane accidents at Albert Whitted Airport. \(Councilmember Rice\)](#)
8. [Referring to the Budget, Finance & Taxation Committee to explore the purchase of some industrial land for storage of road resurfacing materials. \(Councilmember Kornell\)](#)
9. [Referring to the Budget, Finance & Taxation Committee the potential purchase of adjacent lands for addition to the Boyd Hill Nature Preserve for inclusion on the list for Weeki Wachee funding. \(Councilmember Kornell\)](#)

10. [Referring to the Committee of the Whole meeting for October 23, 2014 for discussion, funding from the Weeki Wachee Funds adding lighting to the existing volleyball courts located at North Shore Park. \(Councilmember Nurse\)](#)
11. [Referring to the Committee of the Whole meeting for October 23, 2014 for discussion, funding a Regional Skateboard Park from Weeki Wachee Funds. \(Councilmember Nurse\)](#)
12. [Referring to the Committee of the Whole meeting for October 23, 2014 for discussion, funding a rubber track at Gibbs High School from the Weeki Wachee Fund. \(Councilmember Newton\)](#)

H. Council Committee Reports

1. [Youth Services Committee. \(09/18/14\)](#)
2. [Legislative Affairs & Intergovernmental Relations Committee \(LAIR\). \(09/18/14\)](#)
3. [Budget, Finance & Taxation Committee. \(09/25/2014\)](#)
 - (a) Resolution of the City Council of the City of St. Petersburg, Florida authorizing the issuance of a Non-Ad Valorem Revenue Note, Series 2014, in the principal amount of \$6,500,000 to finance the acquisition of containers and trucks as part of the City's recycling program; to pay associated transactional costs; and providing for certain other matters in connection therewith.
4. [Public Services & Infrastructure Committee. \(09/25/2014\)](#)
5. [Housing Services Committee. \(09/25/2014\)](#)
 - (a) Resolution requesting City Council to authorize Administration to fund multi-family affordable housing developments that need City Funding Assistance of \$100,000 or less when developers are provided a short time-frame in which to submit applications for funding to the Florida Housing Finance Corporation, or the U.S. Department of Housing and Urban Development, subject to funding approval by the awarding agency; and authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction.
6. [Committee of the Whole - Weeki Wachee Funds. \(09/25/2014\)](#)

I. Legal

J. Open Forum

K. Adjournment

CONSENT



AGENDA

COUNCIL MEETING

CITY OF ST. PETERSBURG

Consent Agenda A October 2, 2014

NOTE: Business items listed on the yellow Consent Agenda cost more than one-half million dollars while the blue Consent Agenda includes routine business items costing less than that amount.

(Procurement & Supply Management)

1. [Southwest Water Reclamation Facility Reclaimed Water Storage Project:](#)
 - (a) Awarding a contract to Precon Corporation in the amount of \$3,058,000 for Southwest Water Reclamation Facility 15 MG Reject Water Storage Tank (Engineering Project No. 14013-111; Oracle No. 14231).
 - (b) Authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 12-05-URS/W, to the Agreement between the City of St. Petersburg, Florida and URS Corporation Southern, in the amount not to exceed \$56,526, for construction phase professional engineering services for the Southwest Water Reclamation Facility (WRF) 15 MG Reject Storage Tank Project (Engineering Project No. 14013-111; Oracle No. 14231).
2. [Resolution declaring that the damaged sewer force main at Gandy Blvd warrants emergency procurement; accepting the proposal and approving an agreement to have Rowland, Inc. construct the new sewer force main at a cost of \\$547,000; contract for Construction Management Services with Condotte/DeMoya JV at a cost of \\$27,000 for a total cost of \\$574,000; authorizing the Mayor or his designee to execute all documents necessary to ratify and approve these transactions \(Engineering Project #14068-111\).](#)

CONSENT



AGENDA

COUNCIL MEETING

CITY OF ST. PETERSBURG

Consent Agenda B October 2, 2014

NOTE: The Consent Agenda contains normal, routine business items that are very likely to be approved by the City Council by a single motion. Council questions on these items were answered prior to the meeting. Each Councilmember may, however, defer any item for added discussion at a later time.

(Procurement & Supply Management)

1. [Authorizing the Administration to negotiate an agreement with Progressive Waste Solutions of FL, Inc. to process and market recyclable materials collected by the Sanitation Department.](#)

(City Development)

2. [Authorizing the Mayor or his designee to execute a parking license and all other necessary documents with Cassis BW, LLC, a Florida limited liability company, for valet parking on City-owned property for a term of five \(5\) years at a rental rate of \\$1,800 per month. \(Requires affirmative vote of at least six \(6\) members of City Council\) \[DELETE\]](#)

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(Miscellaneous)

3. [Approving supplemental appropriations from the unappropriated balance of the Law Enforcement Fund \(1023\) to the Police Department, State Forfeiture \(140-2857\) in the amount of \\$94,100 and to the Treasury Forfeiture \(140-2859\) in the amount of \\$47,300 to fund the startup costs of a new Unit emphasizing an Intelligence-Led/Data-Driven Policing Model; and authorizing the Mayor or his designee to execute all documents necessary to effectuate these transactions.](#)
4. [Approving an extension of the Consent Order \(OGC File No. 92-0091\) for the Albert Whitted Water Reclamation Facility \("AWWRF"\) Injection Wells; and authorizing the Mayor or his designee to execute the same.](#)
5. [Approving precinct polling locations for the November 4, 2014 Special Municipal Election.](#)
6. [Approving the appointment of poll workers for the November 4, 2014 Special Municipal Election.](#)
7. [Ratifying the proposed amendments to the labor agreement between the City of St. Petersburg and the Suncoast Police Benevolent Association \(PBA\) for the Sergeants and](#)

Lieutenants bargaining unit covering the job classifications within that unit effective October 1, 2014 through September 30, 2016.

8. Ratifying the proposed amendments to the labor agreement between the City of St. Petersburg and the Suncoast Police Benevolent Association (PBA) for the Police Officers and Technicians bargaining unit covering the job classifications within that unit effective October 1, 2014 through September 30, 2016.
9. Resolution authorizing the Mayor or his designee to execute a First Amendment to the June 10, 2013 Parking Lot License Agreement and all other necessary documents with Urban Development Solutions, Inc., a Florida non-profit corporation, that amends the permitted use to provide the right to occupy and use the Premises for a Sunday Market operated by The Deuces Live, Inc., a Florida non-profit corporation.

MEETING AGENDA

CITY OF ST. PETERSBURG

Note: An abbreviated listing of upcoming City Council meetings.

Budget, Finance & Taxation Committee

Thursday, September 25, 2014, 8:00 a.m., Room 100

Public Services & Infrastructure Committee

Thursday, September 25, 2014, 9:15 a.m., Room 100

Housing Committee

Thursday, September 25, 2014, 10:30 a.m., Room 100

CRA/ Agenda Review & Administrative Updates

Thursday, September 25, 2014, 1:30 p.m., Room 100

Committee of the Whole - Weeki Wachee Funds

Thursday, September 25, 2014, 2:30 p.m., Room 100

CITY OF ST. PETERSBURG

Board and Commission Vacancies



Arts Advisory Committee
2 Regular Members
(Terms expire 9/30/14 & 9/30/15)

Civil Service Board
3 Alternate Members
(Terms expire 6/30/16 & 6/30/17)

City Beautiful Commission
2 Regular Members
(Terms expire 12/31/14 & 12/31/16)

Code Enforcement Board
1 Alternate Member
(Term expires 12/31/16)

Commission on Aging
3 Regular Members
(Terms expire 12/31/14 & 12/31/16)

Public Arts Commission
2 Regular Members
(Terms expire 4/30/17 & 4/30/18)

Committee to Advocate for Persons with Impairments (CAPI)
2 Alternate Members & 1 Regular Member
(Terms expire 12/31/14 & 12/31/16)

Nuisance Abatement Board
2 Alternate Members
(Terms expire 8/31/14 & 11/30/14)

Community Planning & Preservation Commission
1 Regular Member
(Term expires 1/31/15)

PROCEDURES TO BE FOLLOWED FOR QUASI-JUDICIAL PROCEEDINGS:

1. **Anyone wishing to speak must fill out a yellow card and present the card to the Clerk. All speakers must be sworn prior to presenting testimony. No cards may be submitted after the close of the Public Hearing. Each party and speaker is limited to the time limits set forth herein and may not give their time to another speaker or party.**
2. At any time during the proceeding, City Council members may ask questions of any speaker or party. The time consumed by Council questions and answers to such questions shall not count against the time frames allowed herein. Burden of proof: in all appeals, the Appellant bears the burden of proof; in variance application cases, the Applicant bears the burden of proof; in rezoning and Comprehensive Plan land use cases, the Owner bears the burden of proof except in cases initiated by the City Administration, in which event the City Administration bears the burden of proof. Waiver of Objection: at any time during this proceeding Council Members may leave the Council Chamber for short periods of time. At such times they continue to hear testimony because the audio portion of the hearing is transmitted throughout City Hall by speakers. If any party has an objection to a Council Member leaving the Chamber during the hearing, such objection must be made at the start of the hearing. If an objection is not made as required herein it shall be deemed to have been waived.
3. Initial Presentation. Each party shall be allowed ten (10) minutes for their initial presentation.
 - a. Presentation by City Administration.
 - b. Presentation by Applicant and/or Appellant. If Appellant and Applicant are different entities then each is allowed the allotted time for each part of these procedures. The Appellant shall speak before the Applicant. In connection with land use and zoning ordinances where the City is the applicant, the land owner(s) shall be given the time normally reserved for the Applicant/Appellant, unless the land owner is the Appellant.
 - c. Presentation by Opponent. If anyone wishes to utilize the initial presentation time provided for an Opponent, said individual shall register with the City Clerk at least one week prior to the scheduled public hearing.
4. Public Hearing. A Public Hearing will be conducted during which anyone may speak for 3 minutes. Speakers should limit their testimony to information relevant to the ordinance or application and criteria for review.
5. Cross Examination. Each party shall be allowed five (5) minutes for cross examination. All questions shall be addressed to the Chair and then (at the discretion of the Chair) asked either by the Chair or by the party conducting the cross examination of the speaker or of the appropriate representative of the party being cross examined. One (1) representative of each party shall conduct the cross examination. If anyone wishes to utilize the time provided for cross examination and rebuttal as an Opponent, and no one has previously registered with the Clerk, said individual shall notify the City Clerk prior to the conclusion of the Public Hearing. If no one gives such notice, there shall be no cross examination or rebuttal by Opponent(s). If more than one person wishes to utilize the time provided for Opponent(s), the City Council shall by motion determine who shall represent Opponent(s).
 - a. Cross examination by Opponents.
 - b. Cross examination by City Administration.
 - c. Cross examination by Appellant followed by Applicant, if different.
6. Rebuttal/Closing. Each party shall have five (5) minutes to provide a closing argument or rebuttal.
 - a. Rebuttal by Opponents.
 - b. Rebuttal by City Administration.
 - c. Rebuttal by Appellant followed by the Applicant, if different.

MEMORANDUM



TO: Honorable Bill Dudley, Chair, and Members of City Council

FROM: Todd Yost, Director, Codes Compliance Assistance Department

DATE: August 19, 2014

SUBJECT: Foreclosure Registry Ordinance

Foreclosure Registry Background:

The Council passed Ordinance No. 48-H creating a foreclosure registry with an effective date of October 25, 2012. The intent of this ordinance is "to preserve and protect public safety, security and quiet enjoyment of occupants abutting property and neighborhoods and to prevent blighted and unsecured residences by identifying properties in foreclosure, requiring owners of these properties to be notified of property maintenance standards and be responsible for maintaining the property and having a contact for the City to call upon for issues needing to be addressed." Furthermore the goal of the foreclosure registry is to expedite responses for compliance of property issues on foreclosed properties. The Codes Compliance Assistance Department implemented this ordinance in partnership with an outside vendor, Federal Property Registration Corp. The vendor seeks out properties that meet the qualifications for registration and notifies those properties, collects the registration fee, administers the registry, and collects property contact information. The vendor maintains a database and coordinates the registry with the City.

Registry Requirements:

- Any mortgagor of property must register property with the vendor within 10 days of filing a lis pendens and/or any action to foreclose upon a property.
- Registration is valid for one year.
- If the property is sold or foreclosure is terminated, proof must be submitted for removal from the foreclosure registry.
- Any changes of information on the property must be submitted to the vendor.
- Property that is unoccupied must post a notice of contact identifying the person(s) responsible for property management.

Registry Process:

- Vendor submits registered properties to Codes Compliance Assistance Department.
- Initial property inspection completed by Codes Investigator.
- If property maintenance issues are noted by the Codes Investigator, a property case is created. Compliance is sought for new property violations.

Conclusion:

The ordinance has been effective in its intent and purpose. The registration of these properties has been effective in assisting efforts to resolve blight and property related issues during the foreclosure process. There have been 4389 registrations identified since the foreclosure registry was implemented through the end of July 2014. Of those registrations, approximately 22% of them have had property maintenance issues. The property information provided as required by the ordinance has assisted in gaining a compliance rate of over 80%.

Staff Recommendations:

- The ordinance contains a sunset clause in Section 8-148, which will terminate the ordinance on the second anniversary of its effective date. Staff recommends that this sunset provision be deleted in its entirety and that the ordinance remain in effect.
- Staff also recommends changes to definitions for clarification purposes in Section 8-145.

**AN ORDINANCE OF THE CITY OF ST. PETERSBURG
AMENDING CHAPTER 8 OF THE CITY CODE BY
DELETING SECTION 8-148 RELATING TO SUNSETTING;
AMENDING SECTION 8-145; PROVIDING FOR
CLARIFICATION OF FORECLOSURE, DEFAULT, AND
ANNUAL REGISTRATION; AND PROVIDING AN
EFFECTIVE DATE.**

THE CITY OF ST. PETERSBURG, FLORIDA DOES ORDAIN:

Section one. Section 8-145 of the St. Petersburg City Code is hereby amended to read as follows:

For the purpose of this subdivision, the following definitions shall apply unless the context clearly indicates and requires a different meaning.

Annual registration means registration every 12 months from the date of the first action that required registration, as determined by the POD and every subsequent 12 month period.. The date of the initial registration may be different than the date of the first action that required registration.

Days means calendar days.

Default means a claim by a mortgagee, or other lien holder, that the mortgagor has not complied with the terms of the mortgage on the property or other evidence of the debt referred to in the mortgage.

Foreclosure means the legal process by which a parcel, tract, lot or other defined area of property, placed as security for a real estate loan, is prepared for sale by the mortgagee to satisfy the debt if the borrower/mortgagor defaults. This definition shall include all processes, activities and actions, by whatever name, associated with this process. mortgagee, or other lien holder, terminates or attempts to terminate a property owner's equitable right of redemption to obtain legal and equitable title to the real property subject to the lien held by that mortgage or other lien holder. This definition shall include, but is not limited to, public notice of default, deed-in-lieu of foreclosure, sale to the mortgagee or lien holder prior to certificate of title, certificate of title and all other processes, activities and actions, by whatever name, associated with the described process. The process is not concluded until title to the property is transferred to a third party either before or after certificate of title or until the legal process is dismissed.

Local means within the boundaries of the City of St. Petersburg, Florida.

Local agent means the agent designated by the mortgagee upon registration as required under this subdivision.

Mortgagee means the creditor in a mortgage agreement including but not limited to trustees; service companies; lenders; any agent, servant, or employee of the creditor; any successor in interest; or any assignee of the creditor's rights, interests or obligations under the mortgage agreement. For purposes of this subdivision only, the term mortgagee does not apply to governmental entities, second mortgage holders (unless the first mortgage has been satisfied), or other persons or entities with an inferior lien position to a first mortgage.

Owner means every person, entity, or service company, who alone or severally with others:

- (1)
Has legal or equitable title to any real property dwelling, dwelling unit, mobile dwelling unit, building, structure, or parcel of land, vacant or otherwise, including, but not limited to, a mobile home park; or
- (2)
Has care, charge or control of any property described in (1) above, in any capacity including but not limited to agent, executor, executrix, administrator, administratrix, trustee or guardian of the estate of the holder of legal title; or
- (3)
Is a mortgagee in possession of any such property, described in (1) above or is a mortgagee with actual control of access to such property by any means including, but not limited to, changing locks or putting on a lock box; or
- (4)
Is an agent, trustee or other person appointed by the courts and vested with possession or control of any property described in (1) above.

Property(ies) in foreclosure means any property in the City that is the subject of a foreclosure action or proceeding by a mortgage or lien holder or is the subject of a foreclosure sale where a certificate of title was obtained by the mortgagee involved in the foreclosure, and/or has been transferred to the mortgagee under a deed in lieu of foreclosure or otherwise.

Property means any real property, or portion thereof, located in the City, including buildings or structures situated on the property. For purposes of this subdivision only, property does not include property owned or subject to the control of the City or any of other governmental bodies, and does not include individual units in

condominium ownership in accordance with F.S. Ch. 718, or other individual units in common-interest communities where all exterior elements and common areas are jointly owned and maintenance is the joint responsibility of a community association.

Section two. Section 8-148 of the St. Petersburg City Code is hereby deleted in its entirety, to read as follows:

~~Eighteen months after the effective date of the ordinance codified in this subdivision, City Council shall initiate a review of the impacts of this Subdivisions III. This Subdivision III shall terminate and be of no further force and effect as of the second anniversary of the effective date of the ordinance unless extended by ordinance and, if not extended shall automatically be removed from the City Code by the codifier.~~

Section three. Words that are ~~struck through~~ shall be deleted from the existing City Code and words that are underlined shall be added to the existing City Code. Provisions not specifically amended shall continue in full force and effect.

Section four. The provisions of this ordinance shall be deemed to be severable. If any section, paragraph, subdivision, clause, sentence, or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be unconstitutional or otherwise invalid, such judgment shall not affect, impair, invalidate, or nullify the remainder of this Ordinance. The effect thereof shall be confined to the section, paragraph, subdivision, clause, sentence, or provision immediately involved in the controversy in which such judgment or decree shall be rendered.

Section five. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective after the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall take effect immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

Approved as to form and content:

City Attorney (designee)

CITY OF ST. PETERSBURG
Memorandum

To: The Honorable Chair and Members of City Council
From: Lynn Gordon, Parks & Recreation Manager 
Date: September 4, 2014
Re: Co-Sponsorship Ordinance Suspension

The Parks & Recreation Department ("the Department") is seeking approval of the attached ordinance. Based on a previous recommendation from the Co-Sponsorship Committee, City Council previously approved Ordinance 105(F) suspending Sections 21-31(f)(13) and Section 21-31(l)(1) so that the Parks & Recreation Department can resolve conflicts related to park permits and procedures for co-sponsored events.

It was anticipated that the revisions to the City Code would be completed with 180 days, however, the Department is continuing to work to fine tune and implement procedures and classifications related to co-sponsored events and other events in our City parks. Therefore, the Department is requesting that City Council approve the ordinance extending the suspension of Section 21-31(f)(13) and Section 21-31 (l)(1) for 365 days to give the Department an opportunity to resolve conflicts with the current City Code provisions and the administrative procedures for park permits and co-sponsored events.

Ordinance No. _____

AN ORDINANCE EXTENDING THE TIME FRAMES FOR SUNSETTING ESTABLISHED IN ORDINANCE 105-H WHICH SUSPENDED CITY CODE SECTIONS 21-31 (f) (13) AND 21-31 (l) (1) FOR ONE HUNDRED EIGHTY (180) DAYS TO RELIEVE A CONFLICT BETWEEN THOSE SECTIONS OF THE CITY CODE REGULATING PARK PERMITS AND CITY COUNCIL AND ADMINISTRATION PROCEDURES FOR CO-SPONSORED EVENTS, PENDING A PERMANENT RESOLUTION OF THE CONFLICT AND OTHER MATTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance 105-H temporarily suspended certain sections of the City Code which conflicted with the practice and procedures implemented relating to the payment of fees for cosponsored events and certain activities in City parks; and

WHEREAS, the Co-Sponsored Events Committee and the Administration are engaged in a revision of the Co-Sponsored Events procedures that will address this conflict and consolidate all of the relevant previously adopted City Council Resolutions and City Code Sections into a cohesive set of procedures, which will be presented to City Council for its consideration; and

WHEREAS, it was anticipated that this revision would be completed within 180 days, however it has taken longer than expected and the sunset provisions of Ordinance 105-G need to be extended to allow the completion of this process.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. Sections 4 and 5 of Ordinance 105-G, which suspend City Code Section 21-31(f)(13) and Section 21-31(l)(1) for one hundred and eighty (180) days from the effective date of Ordinance 105-G, are hereby amended to be three hundred and sixty five (365) days from the effective date of Ordinance 105-G.

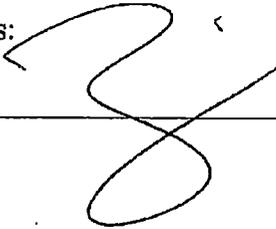
SECTION 2. Section 7 of Ordinance 105-G, which provides that Ordinance 105-G shall expire one hundred and eighty (180) days from the effective date of Ordinance 105-G, is hereby amended to be three hundred and sixty five (365) days from the effective date of Ordinance 105-G.

SECTION 3. This Ordinance shall retroactively apply to the brief period of time between the expiration of Ordinance 105-G and the day this Ordinance becomes effective.

SECTION 4. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective after the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall take effect immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

Approvals:

Legal:



A handwritten signature in black ink, consisting of a large, stylized 'S' shape with a loop at the bottom, is written over a horizontal line. The signature is positioned to the right of the 'Legal:' label.

ST. PETERSBURG CITY COUNCIL
Meeting of October 2, 2014

TO: The Honorable Bill Dudley, Chair, and Members of City Council

SUBJECT: Ordinance adopting the Pinellas County Interlocal Service Boundary Agreement that provides for voluntary annexation of property that is not contiguous to the City and is located in an enclave.

EXPLANATION:

The Pinellas County Board of County Commissioners approved the final draft of the Interlocal Service Boundary Agreement (ISBA) at their December 10, 2013 meeting. County staff has distributed the final ISBA to the nine participating municipalities.

The ISBA provides for voluntary annexation of property that is not contiguous to the City and is located in a Type A enclave. Each of the participating local governments that are signatories to the ISBA must adopt the agreement by ordinance as required by Sec 171.203(14), F.S. The ISBA establishes an effective date of November 1, 2014.

RECOMMENDATION:

Administration:

The Administration recommends APPROVAL.

Recommended City Council Action:

- 1) CONDUCT the second reading and public hearing; AND
- 2) APPROVE the attached Ordinance.

ATTACHMENTS: Ordinance, Interlocal Boundary Service Agreement,
Pinellas County Letter (July 21, 2014) and Type A Enclave Map

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN INTERLOCAL AGREEMENT REGARDING THE VOLUNTARY ANNEXATION OF NON-CONTIGUOUS PROPERTY WITHIN TYPE A ENCLAVES AS DEFINED IN SECTION 171.031(13)(a) FLORIDA STATUTES, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 171.204, Florida Statutes authorizes counties and municipalities to enter into Interlocal Service Boundary Agreements as defined in Part II, Chapter 171, Florida Statutes, to permit non-contiguous, voluntary annexation of property within an enclave as defined in Section 171.031(13)(a), Florida Statutes (“Type A Enclaves”); and

WHEREAS, pursuant to Section 171.203, Florida Statutes, Pinellas County adopted an initiating resolution on December 6, 2011 as Resolution No. 11-185 inviting municipalities with Type A Enclaves to participate; and

WHEREAS, the City of St. Petersburg, City of Clearwater, City of Dunedin, Town of Kenneth City, City of Largo, City of Pinellas Park, City of Safety Harbor, City of Seminole, City of Tarpon Springs (the “Cities”), and Pinellas County (“the Parties”) all contain Type A Enclaves; and

WHEREAS, the Parties seek to promote sensible boundaries that reduce the cost of local government, avoid duplicating local services, and increase political transparency and accountability; and

WHEREAS, the Parties have participated in negotiations and are in agreement that the Interlocal Service Boundary Agreement attached hereto shall direct the manner in which non-contiguous properties within Type A Enclaves may be annexed by the Cities.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The Interlocal Service Boundary Agreement between the City of St. Petersburg, City of Clearwater, City of Dunedin, Town of Kenneth City, City of Largo, City of Pinellas Park, City of Safety Harbor, City of Seminole, City of Tarpon Springs, and Pinellas County, a copy of which is attached hereto and incorporated herein as Exhibit “A”, is hereby approved and adopted.

SECTION 2. The Mayor or his designee is authorized to execute the Interlocal Service Boundary Agreement on behalf of the City.

SECTION 3. The City of St. Petersburg shall in accordance with 171.203(9), Florida Statutes amend its Comprehensive Plan, Intergovernmental Coordination Element to reflect its

adoption of the Interlocal Service Boundary Agreement within six months of the signing of the agreement.

SECTION 4. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth (5th) business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

Approved as to form and substance:



City Attorney or designee



Planning and Economic Dev Dept

INTERLOCAL SERVICE BOUNDARY AGREEMENT

This INTERLOCAL SERVICE BOUNDARY AGREEMENT is made and entered into on this ____ day of _____, 2014, by and among the City of Clearwater, City of Dunedin, Town of Kenneth City, City of Largo, City of Pinellas Park, City of Safety Harbor, City of St. Petersburg, City of Seminole, and City of Tarpon Springs, Florida municipalities (hereinafter individually "City" and collectively "Cities"), and Pinellas County, a political subdivision of the State of Florida (herein the "County"), hereinafter collectively referred to as the "Parties".

WHEREAS, annexation of unincorporated area by the incorporated municipalities of Pinellas County is an ongoing, significant occurrence that has important growth management and service delivery implications to the unincorporated county, the incorporated municipalities, and the citizenry; and

WHEREAS, Part II, Chapter 171, Florida Statutes, entitled the "Interlocal Service Boundary Agreement Act" (Act), provides an alternative to Part I of said Chapter for local governments regarding the annexation of territory into a municipality and the subtraction of territory from the unincorporated area of the county; and

WHEREAS, one of the goals of the process set forth within the Act is to promote sensible boundaries that reduce the cost of local government, avoid duplicating local services and increase political transparency and accountability; and

WHEREAS, Section 171.044(1), Florida Statutes prohibits the voluntary annexation of property that is not contiguous to a municipality and within an enclave; and

WHEREAS, given the highly urban character of Pinellas County, a more flexible process providing for municipalities to voluntarily annex non-contiguous property within an enclave is appropriate and desirable within Pinellas County; and

WHEREAS, Section 171.204, Florida Statutes authorizes the parties to enter into an Interlocal Service Boundary Agreement as defined in Part II, Chapter 171, Florida Statutes, to permit non-contiguous, voluntary annexation of property within an enclave as defined in Section 171.031(13)(a), Florida Statutes (hereinafter "Type A enclaves"); and

WHEREAS, pursuant to Section 171.203, Florida Statutes, the County, on December 6, 2011, adopted Resolution No. 11-185 and authorized transmittal to the ten municipalities that

contain Type A enclaves and to the five independent special districts that serve these enclaves; and

WHEREAS, the cities of Clearwater, Dunedin, Largo, Kenneth City, Pinellas Park, Safety Harbor, St. Petersburg, Seminole, and Tarpon Springs, the Lealman Special Fire Control District, and the Pinellas Suncoast Fire and Rescue District responded with their respective resolutions to participate in this process; and

WHEREAS, during the negotiation process to develop the Interlocal Service Boundary Agreement, the Lealman Special Fire Control District and the Pinellas Suncoast Fire and Rescue District have decided not to continue to participate in the negotiation process and be a party to the Interlocal Agreement; and

WHEREAS, pursuant to Part II, Chapter 171, Florida Statutes, the Parties hereto agree that the following terms and conditions shall direct the manner in which non-contiguous properties within Type A enclaves may be annexed by the Cities.

NOW, THEREFORE, in consideration of the covenants made by each party to the other, the County and Cities agree as follows:

SECTION 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. Authority. This Interlocal Service Boundary Agreement (“Agreement”) is entered into pursuant to the general authority of Part II, Chapter 171, Florida Statutes.

SECTION 3. Municipal Service Area. Pursuant to Section 171.202(11)(a), Florida Statutes, the Municipal Service Area is defined in this Agreement as the areas within the geographical boundaries of Pinellas County as set forth in Section 7.52, Florida Statutes, that meet the definition of an enclave as defined in Section 171.031(13)(a), Florida Statutes, as “any unincorporated improved or developed area that is enclosed within and bounded on all sides by a single municipality,” and as set forth in Exhibit A.

SECTION 4. Voluntary Annexation Within a Municipal Service Area. Each City shall have the authority to voluntarily annex real property within the Municipal Service Area that is not contiguous to that municipality as defined in Section 171.031(11), Florida Statutes, and is enclosed within or bounded on all sides by that municipality. Annexation is considered voluntary through the submission of a petition for annexation by the current property owner. A municipality may not execute a petition for annexation on behalf of a property owner under an existing annexation agreement in order to use the voluntary annexation provisions under this Agreement. If the current property owner withdraws a petition for annexation prior to final

action by the municipality to annex the property, voluntary annexation of that property may not proceed under this Agreement.

SECTION 5. Annexation Agreements. The subject property to be annexed shall not involve a property that is subject to an existing annexation agreement on the effective date of this Agreement without the consent of the current owner(s) of the real property, unless the current owner is a party to the existing annexation agreement and has executed a petition for voluntary annexation. Property annexed pursuant to this Agreement shall not provide the basis for annexing an adjoining property that is subject to an annexation agreement without the consent of the current owner(s) of the real property.

SECTION 6. Procedure for Voluntary Annexation Within a Municipal Service Area. The owner or owners, or his/her or their agent, of real property that meets the requirements of Section 4 above, may petition the governing body of the municipality that said property be annexed into the municipality and the municipality may annex said property. The Parties agree to comply with the prerequisites to annexation as defined in Section 171.204, Florida Statutes and in Chapter 171, Part II, as are applicable. All notice requirements applicable to voluntary annexations under Chapter 171, Florida Statutes, shall be required. Additionally, notice to the property owner by certified mail prior to each reading of the ordinance shall be required. The County and the Cities agree to negotiate in good faith separate joint planning agreements for the Municipal Service Areas in order to comply with Section 171.204(2), Florida Statutes. All agreements relating to annexation existing on the Effective Date of this Agreement, whether settlement agreements or otherwise, between any of the Parties, are not intended to and shall not be amended or superseded by this Agreement and shall remain in full force and effect.

SECTION 7. Effect of Agreement. The procedure of Sections 4, 5, and 6 shall affect only the voluntary annexation of real property located within the Municipal Service Area as established by this Agreement. The procedures provided in Chapter 171, Part I, Florida Statutes governing annexation shall remain in full force and effect, except as modified in this Agreement.

SECTION 8. Term. The term of this Agreement shall be twenty (20) years. The renegotiation of this Agreement, if desired, must begin at least eighteen (18) months before its termination date.

SECTION 9. Periodic Review. The Parties agree to perform a periodic review of the Agreement at the conclusion on the 6th, 12th, and 18th years of the Agreement. The Cities agree to submit to the County the parcel number, date of annexation, size, the County Taxable Value as determined by the Pinellas County Property Appraiser and future land use map designation of each parcel that has been annexed in the prior six year period pursuant to the authority granted in

this Agreement, as well as any issues pertaining to the implementation of the Agreement. The County agrees to collate this information into a summary report.

SECTION 10. Notice. Notice by any of the Parties to the other Parties pursuant to this Agreement shall be given in writing and hand-delivered or mailed via certified mail, return receipt requested as follows:

If to the County: County Administrator
315 Court Street
Clearwater, Florida 33761

If to the City of Dunedin: City Manager
542 Main Street
Dunedin, FL 34698

If to the City of Largo: City Manager
P.O. Box 296
Largo, FL 33779-0296

If to the City of Safety Harbor: City Manager
750 Main Street
Safety Harbor, FL 34695

If to the City of Clearwater: City Manager
P.O. Box 4748
Clearwater, FL 33758-4748

If to the City of St. Petersburg: City Administrator
175 Fifth Street N
P.O. Box 2842
St. Petersburg, FL 33731

If to the City of Pinellas Park: City Manager
5141 78th Avenue
Pinellas Park, FL 33781

If to the City of Seminole: City Manager
9199 113th Street N.
Seminole, FL 33772

If to the City of Tarpon Springs: City Manager
324 E. Pine Street
Tarpon Springs, FL 34689

If to the Town of Kenneth City: Town Manager
6000 54th Avenue N.
Kenneth City, FL 33709

SECTION 11. Construction. This Agreement shall be construed as an expression of inter-agency cooperation enabling the parties to conduct annexations within the Municipal Service Area established herein in a more efficient manner. However, this Agreement shall not be construed as delegating or authorizing the delegation of the constitutional or statutory duties of either party to the other.

SECTION 12. Filing; Effective Date. This Agreement shall take effect on November 1, 2014.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date set forth above.

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

By: _____
Chair

Approved as to Form:


County Attorney

ATTEST:
KEN BURKE, CLERK

Deputy Clerk

CITY OF LARGO
a municipal corporation

By: _____
Norton Craig, City Manager

REVIEWED AND APPROVED:

Alan S. Zimmet, City Attorney

ATTEST:

Diane Bruner, City Clerk

CITY OF DUNEDIN
a municipal corporation

By: _____
Rob DiSpirito, City Manager

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

ATTEST:

Denise Schlegel, City Clerk

CITY OF CLEARWATER
a municipal corporation

By: _____
William B. Horne, II, City Manager

APPROVED AS TO FORM:

Pamela K. Akin, City Attorney

ATTEST:

Rosemarie Call, City Clerk

CITY OF PINELLAS PARK
a municipal corporation

By: _____
Douglas Lewis, City Manager

APPROVED AS TO FORM:

James W. Denhardt, City Attorney

ATTEST:

Diane Corna, City Clerk

CITY OF SAFETY HARBOR
a municipal corporation

By: _____
Matt Spoor, City Manager

APPROVED AS TO FORM:

Alan S. Zimmet, City Attorney

ATTEST:

Karen Sammons, City Clerk

CITY OF ST. PETERSBURG
a municipal corporation

By: _____

Gary Cornwell, City Administrator

APPROVED AS TO FORM:



Heather Judd, City Attorney

ATTEST:

Chan Srinivasa, City Clerk

TOWN OF KENNETH CITY
a municipal corporation

By: _____

Matthew Campbell, Town Manager

APPROVED AS TO FORM:

John Elias, Town Attorney

ATTEST:

Susan Scrogam, Town Clerk

CITY OF TARPON SPRINGS
a municipal corporation

By: _____
Mark LeCouris, City Manager

APPROVED AS TO FORM:

Jay Daigneault, City Attorney

ATTEST:

Irene Jacobs, City Clerk

CITY OF SEMINOLE
a municipal corporation

By: _____
Frank Edmunds, City Manager

APPROVED AS TO FORM:

John Elias, City Attorney

ATTEST:

Rose Benoit, City Clerk

**BOARD OF COUNTY
COMMISSIONERS**

Charlie Justice
Susan Latvala
Janet C. Long
John Morroni
Norm Roche
Karen Williams Seel
Kenneth T. Welch



July 21, 2014

Honorable Rick Kriseman, Mayor
City Of St. Petersburg
P.O. Box 2842
St. Petersburg, FL 33731

Dear Mayor Kriseman:

In December 2011, the Board of County Commissioners initiated a process for negotiating an Interlocal Service Boundary Agreement (ISBA) to allow non-contiguous voluntary annexation within unincorporated enclaves that are enclosed on all sides by a single municipality, referred to as Type A enclaves. The Board of County Commissioners on December 10, 2013 approved the final draft of the ISBA that County staff and staff from each of the nine participating municipalities have developed and found acceptable. At the December 10th meeting, however, some of the Board members were concerned that both of the Fire Districts that had initially agreed to participate in negotiating development of the ISBA had decided to discontinue participation in the negotiations. In response to these concerns, County staff contacted both Pinellas Suncoast Fire and Rescue and the Lealman Special Fire Control District to update them on the ISBA process and confirm whether it was still their intent not to be a signatory to the ISBA. As of June 2nd, we had received notification from both of the Fire Districts that they had reconfirmed their prior positions not to participate as signatories to the ISBA.

County staff is now ready to distribute the final ISBA as approved by the Board of County Commissioners last December (without the Fire Districts as signatories) to the nine participating municipalities so that their governing bodies can adopt the final Agreement. The final ISBA is attached, and is also being distributed to your staff by email so you will have an electronic copy. The Agreement includes an updated map dated April 2014 showing the most current municipal boundaries and the location of Type A enclaves throughout Pinellas County as of April. The prior map that had been attached to earlier drafts of the Agreement was prepared in November 2011 and it was felt that a more current map should be attached to the final Agreement.

PLEASE ADDRESS REPLY TO:
310 Court Street
Clearwater, Florida 33756
Phone: (727) 464-8200
Fax: (727) 464-8201
Website: www.pinellascounty.org



The final Agreement is now being distributed to each of the participating municipalities so that you can take it to your elected officials for approval and adoption. Each of the participating local governments that are signatories to the ISBA must adopt the Agreement by ordinance as required by Sec. 171.203(14), F.S. The ISBA establishes an effective date of November 1, 2014.

Please contact either myself at 464-8200 or David Sadowsky of the County Attorney's Office at 464-3354 if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Gordon Beardslee". The signature is written in a cursive, flowing style.

Gordon Beardslee,

Planning Division Director

Attachment: Final Interlocal Service Boundary Agreement with Enclave Map

cc. David Sadowsky, Senior Assistant County Attorney (without attachment)

Jacob Stowers, Interim Executive Director of Planning and Development Services (without attachment)

David Goodwin, City of St. Petersburg Director of Planning and Economic Development



Gulf of Mexico

Pasco County

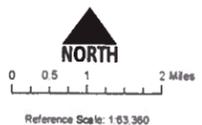
Hillsborough County

Old Tampa Bay

Tampa Bay

TYPE 'A' ENCLAVES AND MUNICIPALITIES IN PINELLAS COUNTY APRIL 2014

 TYPE 'A' ENCLAVES (per section 171.031 (13)(a), Florida Statutes)



ST. PETERSBURG CITY COUNCIL

Meeting of October 2, 2014

TO: The Honorable William H. Dudley, Chair, and Members of City Council

SUBJECT: City File AEOD 2014-01-A: A city-initiated application proposing to establish the Historic Kenwood Artist Enclave (Overlay District).

REQUEST: Ordinance _____ establishing the Historic Kenwood Artist Enclave (Overlay District) in accordance with Section 16.30.030 of the City of St. Petersburg, City Code, Chapter 16, Land Development Regulations. The purpose of the Historic Kenwood Artist Enclave (Overlay District) is to accommodate a mix of small-scale, home-based businesses oriented toward or supporting the visual, performing and cultural arts, while maintaining the residential character of the predominantly single-family, residential neighborhood.

RECOMMENDATION:

Administration: The Administration recommends APPROVAL.

Community Planning and Preservation Commission ("CPPC"):

The CPPC conducted a public hearing on September 9, 2014 to consider the request. The CPPC voted 6-0 finding the request consistent with the City's Comprehensive Plan and recommending approval to the City Council.

Recommended City Council Action:

- 1) CONDUCT the first reading and first public hearing;
- 2) SET the second reading and second public hearing for October 16, 2014.

Public Comments:

Approximately 1,380 direct mail notifications were sent to affected property owners identified by the Pinellas County Property Appraiser's Office. The Urban Planning and Historic Preservation Division received the following number of responses:

- Letter of Support from the Historic Kenwood Neighborhood Association
- Support – two (2) phone calls
- Against – three (3) phone calls
- General Inquiry, Neutral – three (3) phone calls

Attachments: Ordinance; CPPC Minutes; and CPPC Staff Report

ORDINANCE NO. ____ - Z

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA, DESIGNATING THE **HISTORIC KENWOOD ARTIST ENCLAVE OVERLAY DISTRICT** (GENERALLY LOCATED BETWEEN 1ST AVENUE NORTH AND 9TH AVENUE NORTH, INTERSTATE 275 AND 34TH STREET NORTH) AS PURSUANT TO SECTION 16.30.030, CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

Whereas, the visual, performing, and cultural arts in the City of St. Petersburg include a valuable inventory of museums, galleries, performing arts venues, activities for families and children, special events, and programs; and

Whereas, these assets have contributed significantly to the City's growing reputation as a home for high-quality artists and art facilities; and

Whereas, the City recognizes the value of the visual, performing, and cultural arts to the City's economic base and overall quality of life for its residents and continues to evaluate ways in which it can nurture its artistic assets; and

Whereas, the City's Land Development Regulations adopted in 2007 included Section 16.30.030 ("Artist Enclave") that established an artist enclave overlay district;

Whereas, the City's Land Development Regulations, Dome Industrial Park Redevelopment Plan, Central Avenue Tomorrow Plan, and St. Petersburg Vision 2020 Special Area Plan, were amended in 2010 to establish consistency with the Countywide Plan Rules; and

Whereas, the purpose of the artist enclave overlay district is to encourage a desired mix of appropriate small-scale, home occupation, and home business uses oriented toward or supporting the visual, performing, and cultural arts, while maintaining the character of the underlying neighborhood, including protections against potential impacts upon surrounding properties;

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The Official Zoning Map of the City of St. Petersburg, Florida is amended by placing the hereinafter described Artist Enclave Overlay District as follows:

Property

The properties described in attached Exhibit "A," generally located between 1st Avenue North and 9th Avenue North, Interstate 275 and 34th Street North. "Exhibit A" includes a plat map depicting the boundary of the Artist Enclave Overlay District.

District

Name: Historic Kenwood Artist Enclave Overlay District

SECTION 2. All ordinances or portions of ordinances in conflict with or inconsistent with this ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 3. This ordinance is effective immediately upon adoption.

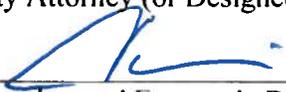
Approved as to Form and Substance:



City Attorney (or Designee)

9/19/14

Date



Planning and Economic Development Department

9-23-14

Date

DRAFT

Exhibit "A"

PARCEL_ID	ZONING	ACRES
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233116351180070150	NT-2	0.15
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143116151740110080	NT-2	0.26
143116151740100170	NT-2	0.26
143116151740100140	NT-2	0.23
143116463320050100	NT-2	0.15
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233116350820120090	NT-2	0.29
233116350820060120	NT-2	0.13
143116463500180070	NT-2	0.14
233116351180170030	NT-2	0.13
233116351180160070	CRT-1	0.15
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143116463320080100	NT-2	0.15
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143116151740010030	CRT-1	0.11
143116151740010010	CRT-1	0.11
233116783900040150	NT-2	0.15

Exhibit "A"

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243116118080020130	NT-2	0.13

Exhibit "A"

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233116351180060150	NT-2	0.28
233116351180060070	NT-2	0.15
233116351180050120	NT-2	0.13
233116351180050080	NT-2	0.15
143116151740100120	NT-2	0.23
233116783900010040	CRT-1	0.60
233116783900090010	NT-2	0.10
233116783900080150	NT-2	0.15
233116783900080140	NT-2	0.13
233116783900080120	NT-2	0.13
233116783900070060	NT-2	0.13
143116151740030150	NT-2	0.12
233116783900020040	CRT-1	0.13
133116883980000840	NT-2	0.15
233116351180120071	NT-2	0.15
233116351180150030	NT-2	0.15
133116883980001320	NT-2	0.15
133116883980001260	NT-2	0.15
133116883980001110	NT-2	0.15
233116350820150171	NT-2	0.14
233116350820130100	NT-2	0.15
233116783900130030	NT-2	0.13
233116783900160060	NT-2	0.13
233116351180140110	NT-2	0.13
233116350820080080	NT-2	0.16
233116351180080040	NT-2	0.13
233116783900110120	NT-2	0.22
233116783900080011	NT-2	0.08
243116773280000130	NT-2	0.14
243116773280000030	NT-2	0.31
243116304200000020	NT-2	0.15
243116575640000210	NT-2	0.13
243116118080090080	NT-2	0.15
243116118080080160	NT-2	0.15
243116322560000120	NT-2	0.15
243116118080080090	NT-2	0.06
243116118080020010	CRT-1	0.12
243116773280000180	NT-2	0.15
233116783900170090	CRT-1	0.29
233116783900020020	CRT-1	0.12
233116783900010130	NT-2	0.13
233116783900010120	NT-2	0.13
243116773280000010	NT-2	0.16
243116118080080110	NT-2	0.13
233116783900160090	CRT-1	0.12
233116351180120040	NT-2	0.13
233116350820070070	NT-2	0.15
233116350820070050	NT-2	0.13
143116151740010090	CRT-1	0.11
233116351180090110	CRT-1	0.20
233116351180090100	CRT-1	0.15
233116351180160050	NT-2	0.13
133116883980001660	NT-2	0.15
233116350820180130	CRT-1	0.13
233116350820180020	NT-2	0.15
233116351180050030	NT-2	0.26
233116351180030150	NT-2	0.18
233116350820170060	NT-2	0.13

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233116350820170020	NT-2	0.13
233116783900060030	NT-2	0.13
233116783900050120	NT-2	0.13
143116463320110100	CRT-1	0.13
133116883980000280	NT-2	0.12
133116883980000251	NT-2	0.17
143116395460000200	NT-2	0.15
143116395460000130	NT-2	0.15
143116395460000080	NT-2	0.16
233116351180030030	CRT-1	0.09
143116463320120060	NT-2	0.12
143116463320100100	CRT-1	0.12
233116350820090140	NT-2	0.20
233116351180180100	CRT-1	0.21
233116351180170070	NT-2	0.15
233116783900170040	NT-2	0.13
233116783900160150	CRT-1	0.12
233116783900160120	CRT-1	0.13
233116783900160110	CRT-1	0.13
233116351180150150	NT-2	0.15
233116351180150120	NT-2	0.13
233116351180030020	CRT-1	0.11
233116783900090090	NT-2	0.16
233116783900040110	NT-2	0.13
233116783900040030	NT-2	0.13
143116463500230050	NT-2	0.14
143116463500220130	CCS-1	0.22
133116883980001200	NT-2	0.15
143116124920000370	NT-2	0.15
143116463500190100	NT-2	0.21
143116463320010080	NT-2	0.14
233116350820140020	NT-2	0.15
233116350820140010	NT-2	0.15
233116783900110090	NT-2	0.11
233116783900040021	NT-2	0.05
233116783900030130	NT-2	0.13
233116783900030050	CRT-1	0.13
233116783900020072	CRT-1	0.10
143116790020010070	NT-2	0.14
143116790020010040	NT-2	0.14
233116783900110040	NT-2	0.13
233116783900110030	NT-2	0.13
233116783900110010	NT-2	0.14
233116783900100090	NT-2	0.06
233116783900100080	NT-2	0.16
233116350820040180	NT-2	0.15
233116783900130060	NT-2	0.13
233116350820110050	NT-2	0.13
233116350820110030	NT-2	0.13
233116350820110010	NT-2	0.15
233116350820090181	NT-2	0.15
233116783900150040	NT-2	0.13
233116783900140160	NT-2	0.15
233116783900140100	NT-2	0.14
233116783900140090	NT-2	0.15
143116463500170140	NT-2	0.14
143116463500170050	NT-2	0.14
233116783900140050	NT-2	0.13
143116790020020030	NT-2	0.14
233116350820080091	NT-2	0.09
233116350820080040	NT-2	0.13
143116206820000120	NT-2	0.20
143116206820000070	NT-2	0.20

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143116463320070040	NT-2	0.14
143116463320060070	NT-2	0.14
143116463500240090	NT-2	0.14
143116463500240030	CRT-1	0.15
143116151740020110	NT-2	0.13
143116151740020060	CRT-1	0.10
143116463320090080	NT-2	0.24
233116783900090040	NT-2	0.13
233116783900120160	NT-2	0.16
233116783900120120	NT-2	0.07
233116350820130050	NT-2	0.20
233116350820130010	NT-2	0.11
233116350820120150	NT-2	0.10
143116790020020140	NT-2	0.14
243116118080080030	NT-2	0.13
233116351180020060	CRT-1	0.21
233116351180010150	CRT-1	0.22
233116351180010100	NT-2	0.15
233116351000000010	CRS-1	0.21
243116575640000230	NT-2	0.13
233116350820040130	NT-2	0.13
233116350820020120	NT-2	0.20
243116118080040120	NT-2	0.15
233116783900010090	NT-2	0.10
143116151740110030	NT-2	0.15
233116783900080090	NT-2	0.05
233116351180060140	NT-2	0.29
233116351180050140	NT-2	0.13
233116351180050130	NT-2	0.13
233116351180140140	NT-2	0.13
233116351180120151	NT-2	0.13
233116351180120142	NT-2	0.15
243116118080050010	NT-2	0.15
243116118080120140	NT-2	0.13
143116463320120130	CRT-1	0.12
233116350820090172	NT-2	0.13
233116351180180161	NT-2	0.22
243116118080080070	NT-2	0.15
233116351180100060	CRT-1	0.13
233116351180090150	NT-2	0.15
233116783900160011	NT-2	0.10
143116395460000240	NT-2	0.14
233116350820150030	NT-2	0.13
233116783900150110	NT-2	0.13
233116783900140150	NT-2	0.15
143116124920000420	NT-2	0.13
143116463500210110	NT-2	0.14
143116463500200100	NT-2	0.14
133116883980001670	NT-2	0.29
233116350820080060	NT-2	0.13
233116783900020090	NT-2	0.15
233116783900060090	NT-2	0.15
143116124920000100	NT-2	0.11
143116124920000040	NT-2	0.13
143116463500200070	NT-2	0.14
143116463500180090	NT-2	0.21
233116783900100020	NT-2	0.13
243116118080090060	NT-2	0.15
243116118080080140	NT-2	0.13
143116151740010050	CRT-1	0.18
133116883980000660	NT-2	0.15
133116883980000360	NT-2	0.15
233116351180160140	CRT-1	0.26

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233116350820050130	NT-2	0.13
143116463320010120	NT-2	0.14
143116463320010070	NT-2	0.14
233116350820170010	NT-2	0.16
233116783900180140	CRT-1	0.43
233116783900170110	CRT-1	0.13
233116350820140140	NT-2	0.13
143116463320030060	NT-2	0.14
233116350820120070	NT-2	0.15
143116463500230030	NT-2	0.14
143116463500210120	NT-2	0.14
143116463500180040	NT-2	0.31
143116463500170110	NT-2	0.14
143116790020010060	NT-2	0.14
243116118080100120	NT-2	0.14
243116118080090130	NT-2	0.15
143116151740030110	NT-2	0.13
143116463320090010	NT-2	0.14
143116463320080070	NT-2	0.15
243116118080070160	NT-2	0.15
243116118080050130	NT-2	0.13
243116118080050090	NT-2	0.15
243116118080040100	NT-2	0.15
143116206820000080	NT-2	0.20
143116463320070130	NT-2	0.14
143116463320070050	NT-2	0.14
143116463500140130	NT-2	0.14
143116463500140100	NT-2	0.14
143116463500130010	NT-2	0.15
243116322560000060	NT-2	0.15
243116118080030110	NT-2	0.18
233116783900090060	NT-2	0.13
233116783900090050	NT-2	0.13
143116463320050050	NT-2	0.23
143116463320040080	NT-2	0.29
143116463320120070	NT-2	0.14
243116118080020160	NT-2	0.15
243116118080020120	NT-2	0.13
243116322560000030	NT-2	0.16
243116118080120030	NT-2	0.13
143116463500230010	NT-2	0.14
143116463500240140	CRT-1	0.11
243116773280000550	CRT-1	0.30
243116297180090070	NT-2	0.11
143116124920000400	NT-2	0.13
243116118080030050	CRT-1	0.12
233116783900070030	NT-2	0.13
233116351180050070	NT-2	0.15
143116151740100160	NT-2	0.12
143116151740030160	NT-2	0.13
233116783900010091	NT-2	0.10
243116118080090160	NT-2	0.14
233116350820010140	NT-2	0.13
243116118080070140	NT-2	0.05
233116783900080070	NT-2	0.15
233116783900080010	NT-2	0.06
233116783900070120	NT-2	0.13
233116351180070142	NT-2	0.15
233116351180070080	NT-2	0.15
233116351180050160	NT-2	0.15
233116350820120040	NT-2	0.13
233116350820120140	NT-2	0.13
233116351180050110	NT-2	0.13

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233116783900160100	CRT-1	0.15
233116351180140040	NT-2	0.15
233116351180130141	NT-2	0.22
233116351180130040	NT-2	0.13
133116883980001130	NT-2	0.15
233116351180120120	NT-2	0.22
233116350820030171	NT-2	0.15
143116395460000230	NT-2	0.14
243116118080090150	NT-2	0.15
243116118080120090	NT-2	0.12
233116350820110131	NT-2	0.03
143116790020020220	NT-2	0.14
233116783900130160	NT-2	0.10
233116783900130150	NT-2	0.13
233116350820130160	NT-2	0.16
233116350820130120	NT-2	0.13
133116883980000760	NT-2	0.15
233116350820130011	NT-2	0.08
233116350820120010	NT-2	0.16
233116783900120040	NT-2	0.13
233116783900110091	NT-2	0.11
233116350820070160	NT-2	0.16
233116783900040010	NT-2	0.10
233116783900030010	CRT-1	0.15
233116350820060150	NT-2	0.14
233116350820060040	NT-2	0.13
143116463320060030	NT-2	0.14
143116790020010150	NT-2	0.14
233116351180100030	NT-2	0.13
143116463500170040	NT-2	0.14
143116463500170030	NT-2	0.14
143116463500150110	NT-2	0.14
143116463320030120	NT-2	0.14
233116783900090130	NT-2	0.13
143116151740020010	CRT-1	0.27
143116124920000480	NT-2	0.16
233116350820050050	NT-2	0.26
233116351180020150	NT-2	0.15
233116350820110060	NT-2	0.13
233116350820100180	NT-2	0.15
233116350820100030	NT-2	0.20
233116351180080120	NT-2	0.15
233116783900160140	CRT-1	0.13
233116783900040120	NT-2	0.13
143116463320040120	NT-2	0.29
143116790020020040	NT-2	0.14
243116773280000060	NT-2	0.15
233116350820160040	NT-2	0.13
233116350820040182	NT-2	0.13
243116773280000040	NT-2	0.13
233116351400010010	CRT-1	0.90
143116463500190140	NT-2	0.14
233116351180180040	NT-2	0.19
143116463500180110	NT-2	0.21
143116151740030040	CRT-1	0.31
143116151740020140	NT-2	0.12
143116463320090030	NT-2	0.17
143116463320080030	NT-2	0.15
233116351180040030	NT-2	0.26
243116118080100090	NT-2	0.14
243116118080030070	CRT-1	0.12
243116118080020090	NT-2	0.15
143116206820000060	NT-2	0.20

Exhibit "A"

143116463320060130	NT-2	0.14
143116463500130060	NT-2	0.28
143116463500160040	NT-2	0.14
233116351180010070	CRT-1	0.29
233116351180150110	CRT-1	0.13
243116322560000110	NT-2	0.17
243116322560000080	NT-2	0.15
243116118080080040	NT-2	0.13
243116118080120120	NT-2	0.13
243116297190010011	CRT-1	0.30
233116783900060110	NT-2	0.13
243116575640000120	CRT-1	0.03
143116124920000150	NT-2	0.13
143116124920000050	NT-2	0.15
143116463500220020	NT-2	0.14
143116463500200120	NT-2	0.14
143116463320020040	NT-2	0.15
143116463320010130	NT-2	0.14
243116118080090120	NT-2	0.15
243116118080050020	NT-2	0.13
133116883980001120	NT-2	0.15
143116206820000150	NT-2	0.18
233116350820130090	NT-2	0.12
143116463320040040	NT-2	0.21
233116351180010141	NT-2	0.13
233116783900090012	NT-2	0.10
143116151920060040	CRT-1	0.08
133116883980000370	NT-2	0.15
133116883980000290	NT-2	0.15
143116124920000240	NT-2	0.13
233116783900060130	NT-2	0.13
243116118080080050	NT-2	0.13
233116350820100120	NT-2	0.26
233116350820050030	NT-2	0.13
233116783900050050	NT-2	0.13
233116783900080110	NT-2	0.13
233116783900070150	NT-2	0.15
133116883980000150	CRT-1	0.15
143116463320070090	NT-2	0.23
233116350820040140	NT-2	0.13
233116350820040120	NT-2	0.13
233116350820020060	CRT-1	0.34
143116463500190120	NT-2	0.14
143116463500150040	CCS-1	0.50
233116783900040100	NT-2	0.15
143116463500130130	NT-2	0.14
243116118080100010	NT-2	0.14
143116790020010170	NT-2	0.14
143116151740120090	NT-2	0.18
143116151740110120	NT-2	0.23
143116151740100100	NT-2	0.25
143116151740030140	NT-2	0.12
233116351180160030	NT-2	0.20
243116118080040040	NT-2	0.15
233116351180140150	NT-2	0.15
233116351180120152	NT-2	0.15
133116883980001270	NT-2	0.15
143116463500180020	NT-2	0.15
143116124920000270	NT-2	0.21
143116790020010050	NT-2	0.14
233116351180020090	NT-2	0.15
133116883980000810	NT-2	0.15
133116883980000740	NT-2	0.15

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133116883980000710	NT-2	0.15
233116351180090090	CRT-1	0.15
233116351180090020	NT-2	0.22
233116351180100090	CRT-1	0.42
233116350820060100	NT-2	0.15
233116783900180110	CRT-1	0.13
233116783900180020	NT-2	0.15
233116783900020050	CRT-1	0.13
133116883980000340	NT-2	0.15
133116883980000320	NT-2	0.15
233116350820050160	NT-2	0.15
143116463320090110	NT-2	0.14
143116463320090060	NT-2	0.29
143116463320070150	NT-2	0.12
143116463500240110	NT-2	0.14
233116350820140070	NT-2	0.15
143116395460000120	NT-2	0.16
143116395460000110	NT-2	0.16
233116783900160081	NT-2	0.05
233116783900160080	NT-2	0.12
143116463500200130	NT-2	0.14
143116463500200090	NT-2	0.14
233116350820080100	NT-2	0.15
233116350820080030	NT-2	0.13
233116350820080020	NT-2	0.15
233116351180020100	NT-2	0.15
233116351180010130	NT-2	0.13
143116124920000300	NT-2	0.15
143116124920000210	NT-2	0.15
143116124920000110	NT-2	0.12
143116124920000090	NT-2	0.13
143116463500230060	NT-2	0.14
143116463500220010	NT-2	0.14
243116118080090030	NT-2	0.15
143116463320070110	NT-2	0.14
143116463320070030	NT-2	0.21
143116463500140110	NT-2	0.14
143116463500140070	NT-2	0.14
143116463500220040	CCS-1	0.50
243116118080080010	NT-2	0.15
243116118080040150	NT-2	0.15
243116118080040130	NT-2	0.15
243116118080120100	NT-2	0.15
233116783900040130	NT-2	0.13
243116118080110160	NT-2	0.15
233116350820170080	NT-2	0.15
233116350820150180	NT-2	0.15
233116350820150010	NT-2	0.29
233116350820130070	NT-2	0.21
233116350820120020	NT-2	0.15
143116463320030070	NT-2	0.15
143116463320030020	NT-2	0.29
233116783900120130	NT-2	0.13
143116151740010080	CRT-1	0.11
143116124920000450	NT-2	0.22
233116350820090120	NT-2	0.19
233116351180180060	NT-2	0.17
233116351180170040	NT-2	0.13
233116783900090080	NT-2	0.16
233116350820130130	NT-2	0.13
233116783900130090	NT-2	0.15
243116773280000140	NT-2	0.15
243116322560000040	NT-2	0.15

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233116350820160150	CRT-1	0.30
233116350820090171	NT-2	0.16
143116151740030090	CRT-1	0.17
143116151740020100	NT-2	0.13
143116790020020050	NT-2	0.14
143116206820000040	NT-2	0.19
143116206820000030	NT-2	0.19
133116883980000240	CRT-1	0.13
243116118080040090	NT-2	0.15
143116463500170100	NT-2	0.27
143116463500160120	NT-2	0.14
243116118080100150	NT-2	0.15
243116118080100050	NT-2	0.14
143116151920060010	CRT-1	0.39
143116463320050120	NT-2	0.15
143116463320050090	NT-2	0.14
143116463320040070	NT-2	0.15
143116463320120110	CRT-1	0.23
143116463320120100	NT-2	0.14
143116463320110040	NT-2	0.15
143116463500200030	NT-2	0.14
143116463500180160	NT-2	0.14
243116773280000540	CRT-1	0.15
243116118080040050	NT-2	0.13
243116118080040020	NT-2	0.15
243116118080020040	CRT-1	0.11
243116773280000440	CRT-1	0.13
133116883980001210	NT-2	0.15
233116351180070151	NT-2	0.13
233116350820150120	NT-2	0.26
143116463320090130	NT-2	0.14
233116783900040160	NT-2	0.15
233116350820090180	NT-2	0.15
233116783900040040	NT-2	0.20
143116783850010010	NT-2	16.72
233116783900150030	NT-2	0.13
233116783900110100	NT-2	0.13
143116151740020170	NT-2	0.13
243116118080090100	NT-2	0.15
233116783900150100	NT-2	0.15
233116783900160130	CRT-1	0.13
233116783900110080	NT-2	0.15
143116463500200060	NT-2	0.14
233116783900120020	NT-2	0.15
23311678390010030	CRT-1	0.11
233116350820040150	NT-2	0.15
233116350820020150	NT-2	0.15
233116350820010150	NT-2	0.15
243116118080030152	NT-2	0.10
233116351180070110	NT-2	0.13
143116151740120130	NT-2	0.23
143116463500200140	NT-2	0.14
143116463320040140	NT-2	0.14
233116350820180160	CRT-1	0.16
233116350820160130	CRT-1	0.26
233116351180090140	NT-2	0.13
133116883980001190	NT-2	0.17
133116883980001160	NT-2	0.22
133116883980000860	NT-2	0.02
133116883980001140	NT-2	0.22
243116575640000170	NT-2	0.13
243116773280000260	NT-2	0.16
243116118080110080	NT-2	0.13

Exhibit "A"

233116783900160040	NT-2	0.13
233116351180160010	NT-2	0.22
233116350820100182	NT-2	0.13
133116883980001710	CRT-1	0.12
243116118080120040	NT-2	0.13
243116118080120050	NT-2	0.31
233116350820160010	NT-2	0.15
233116350820120030	NT-2	0.13
233116783900110160	NT-2	0.17
143116463320040100	NT-2	0.29
143116463320100110	CRT-1	0.12
233116783900150090	NT-2	0.16
143116463500230110	CRT-1	0.45
133116883980000300	NT-2	0.15
143116790020020240	NT-2	0.15
243116118080040030	NT-2	0.15
243116118080030150	NT-2	0.10
243116118080020080	CRT-1	0.13
243116118080040110	NT-2	0.15
143116151740010150	NT-2	0.13
233116350820140060	NT-2	0.13
233116350820150040	NT-2	0.13
233116351180090151	NT-2	0.15
233116351180090060	CRT-1	0.42
233116351180090010	NT-2	0.15
233116351180080121	NT-2	0.15
233116350820090150	NT-2	0.15
233116350820080130	NT-2	0.13
233116350820080120	NT-2	0.13
243116575640000020	NT-2	0.08
243116575640000010	NT-2	0.16
243116118080080091	NT-2	0.09
233116350820080110	NT-2	0.13
233116783900040011	NT-2	0.05
233116350820060020	NT-2	0.15
233116350820050090	NT-2	0.15
143116463320090020	NT-2	0.14
233116351180120050	NT-2	0.13
233116351180170020	NT-2	0.15
233116783900170080	NT-2	0.15
143116463320060040	NT-2	0.29
143116463500130150	NT-2	0.14
243116118080120160	NT-2	0.15
243116000002300200	NT-2	0.07
143116124920000130	NT-2	0.15
143116124920000060	NT-2	0.12
143116463500200080	NT-2	0.14
233116783900050150	NT-2	0.15
143116124920000280	NT-2	0.15
233116783900050030	NT-2	0.13
233116783900050012	NT-2	0.09
143116463500200020	NT-2	0.14
143116463500190080	NT-2	0.28
143116463500170060	NT-2	0.14
143116463500150130	NT-2	0.14
243116118080110050	NT-2	0.13
243116118080110030	NT-2	0.13
143116395460000030	NT-2	0.14
143116206820000050	NT-2	0.20
143116206820000010	NT-2	0.19
233116783900090100	NT-2	0.15
143116790020020010	NT-2	0.14
243116118080080130	NT-2	0.13

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143116124920000410	NT-2	0.13
243116118080110140	NT-2	0.13
243116118080110130	NT-2	0.13
233116350820040160	NT-2	0.15
233116350820010110	NT-2	0.13
243116773280000420	CRT-1	0.26
143116463500170010	NT-2	0.15
243116118080080120	NT-2	0.13
243116118080100160	NT-2	0.15
233116783900040012	NT-2	0.10
233116351180140160	NT-2	0.15
233116350820180150	CRT-1	0.15
233116351180100080	CRT-1	0.15
233116350820010090	NT-2	0.15
233116350820060140	NT-2	0.13
233116351180170010	NT-2	0.15
233116350820020100	NT-2	0.21
233116783900080151	NT-2	0.08
233116783900140130	NT-2	0.13
233116783900090011	NT-2	0.10
233116351180070100	NT-2	0.14
243116773280000410	NT-2	0.17
243116773280000080	NT-2	0.16
243116118080030130	NT-2	0.15
143116463320050070	NT-2	0.22
233116350820070120	NT-2	0.13
233116783900030140	NT-2	0.13
233116350820180080	NT-2	0.15
233116783900150140	NT-2	0.13
233116783900020010	CRT-1	0.15
233116351180010050	CRT-1	0.15
143116463500130011	NT-2	0.15
243116118080120110	NT-2	0.13
233116783900060040	NT-2	0.13
143116463500210010	NT-2	0.14
143116463500190010	NT-2	0.30
233116350820150050	NT-2	0.13
143116463140000010	CCS-1	0.50
243116773280000380	NT-2	0.12
233116783900120010	NT-2	0.16
143116206820000090	NT-2	0.20
143116463500130120	NT-2	0.14
143116463320090120	NT-2	0.14
143116463500180080	NT-2	0.14
233116783900180070	NT-2	0.15
143116790020020100	NT-2	0.14
233116351180130090	NT-2	0.11
233116351180120110	NT-2	0.23
233116350820170090	CRT-1	0.29
133116883980000120	CRT-1	0.12
233116350820120161	NT-2	0.07
233116783900080050	NT-2	0.13
233116783900030060	CRT-1	0.13
233116783900160091	CRT-1	0.03
233116350820140160	NT-2	0.15
233116351180040050	NT-2	0.13
233116351180070120	NT-2	0.13
143116463320080120	NT-2	0.15
243116118080050050	NT-2	0.13
243116773280000160	NT-2	0.15
143116151740110070	NT-2	0.15
143116463320100060	NT-2	0.14
233116350820110120	NT-2	0.13

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233116350820070110	NT-2	0.13
233116350820040010	NT-2	0.14
233116783900080030	NT-2	0.13
233116351180010090	NT-2	0.15
143116151740100010	NT-2	0.22
233116350820010160	NT-2	0.15
233116351180130140	NT-2	0.20
233116351180130050	NT-2	0.13
233116351180120140	NT-2	0.15
233116351180100070	CRT-1	0.15
233116350820060090	NT-2	0.15
133116883980000210	CRT-1	0.15
143116206820000130	NT-2	0.17
143116463320070060	NT-2	0.12
143116463320110070	NT-2	0.15
233116783900180040	NT-2	0.13
233116783900100150	NT-2	0.14
143116463500190060	NT-2	0.21
143116463500170130	NT-2	0.14
133116883980000820	NT-2	0.15
133116883980000640	NT-2	0.15
243116297190010010	NT-2	0.13
133116883980001790	CRT-1	0.12
233116783900070110	NT-2	0.13
233116783900080130	NT-2	0.13
243116575640000011	NT-2	0.10
143116463320010030	NT-2	0.14
143116395460000190	NT-2	0.15
233116351180170120	CRT-1	0.39
143116790020010090	NT-2	0.14
233116350820140050	NT-2	0.13
233116350820140040	NT-2	0.13
143116124920000351	NT-2	0.15
233116783900050100	NT-2	0.15
143116124920000330	NT-2	0.13
143116124920000250	NT-2	0.20
243116773280000100	NT-2	0.14
143116151740010170	NT-2	0.26
233116783900120140	NT-2	0.13
143116151740010020	CRT-1	0.11
143116790020010240	NT-2	0.14
243116118080050150	NT-2	0.15
233116350820100050	NT-2	0.20
233116350820090170	NT-2	0.13
233116783900150060	NT-2	0.13
233116783900020110	NT-2	0.13
243116322560000100	NT-2	0.16
233116350820110090	NT-2	0.15
133116883980000770	NT-2	0.15
233116351180130150	NT-2	0.20
143116124920000020	NT-2	0.13
143116206820000020	NT-2	0.19
143116463320070120	NT-2	0.14
143116151740120180	NT-2	0.13
143116151740020050	CRT-1	0.10
143116151740020040	CRT-1	0.15
143116151740010140	NT-2	0.12
233116783900080080	NT-2	0.15
233116351180060040	NT-2	0.13
243116575640000130	CRT-1	0.04
143116856080000010	NT-2	0.14
143116463320030050	NT-2	0.14
143116463500220030	NT-2	0.14

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143116463320030010	NT-2	0.14
233116351180030040	CRT-1	0.09
233116783900170020	NT-2	0.28
243116118080040060	NT-2	0.16
233116783900160050	NT-2	0.13
243116773280000280	NT-2	0.15
133116883980000180	CRT-1	0.13
233116783900070130	NT-2	0.13
233116783900070070	NT-2	0.10
233116783900060140	NT-2	0.13
233116351180070050	NT-2	0.13
233116351180060120	NT-2	0.13
233116351180060060	NT-2	0.13
233116351180050090	NT-2	0.15
143116151740110010	NT-2	0.09
143116151740100030	NT-2	0.17
143116151740030170	NT-2	0.13
233116350820150181	NT-2	0.13
233116783900150070	NT-2	0.15
143116463500200010	NT-2	0.14
233116783900020120	NT-2	0.13
143116463320100120	CRT-1	0.36
243116118080030080	CRT-1	0.12
143116463320020050	NT-2	0.15
143116783860000010	NT-2	7.21
133116883980001310	NT-2	0.15
233116351180140120	NT-2	0.13
233116351180140031	NT-2	0.13
133116883980001240	NT-2	0.15
133116883980001211	NT-2	0.15
233116351180120100	NT-2	0.23
143116790020020190	NT-2	0.14
233116350820110130	NT-2	0.17
233116783900120030	NT-2	0.13
133116883980000310	NT-2	0.15
133116883980000250	NT-2	0.17
133116883980000230	CRT-1	0.15
233116350820140071	NT-2	0.15
233116783900130161	NT-2	0.05
233116350820080010	NT-2	0.15
133116883980000700	NT-2	0.15
133116883980000670	NT-2	0.15
233116783900030160	NT-2	0.15
233116783900030110	NT-2	0.13
143116395460000050	NT-2	0.27
243116773280000490	CRT-1	0.29
243116773280000480	CRT-1	0.15
243116575640000240	NT-2	0.16
243116575640000220	NT-2	0.13
143116790020020170	NT-2	0.14
233116783900040080	NT-2	0.16
233116351180160040	NT-2	0.13
143116124920000430	NT-2	0.15
143116124920000320	NT-2	0.13
143116124920000230	NT-2	0.13
143116463320020010	NT-2	0.45
143116463320010140	NT-2	0.26
143116463320010100	NT-2	0.14
143116463500190170	NT-2	0.14
143116463500180060	NT-2	0.14
143116463500150140	NT-2	0.14
233116351180100140	NT-2	0.13
233116350820070060	NT-2	0.13

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233116351180160080	CRT-1	0.15
233116783900180100	CRT-1	0.15
233116783900170160	CRT-1	0.14
233116783900020071	CRT-1	0.10
143116790020020080	NT-2	0.14
243116118080050100	NT-2	0.15
243116118080120010	NT-2	0.15
233116351180010110	NT-2	0.13
243116118080110110	NT-2	0.13
233116783900160070	NT-2	0.13
143116463320080010	NT-2	0.30
233116350820180010	NT-2	0.16
143116151740120150	NT-2	0.12
143116463320070010	NT-2	0.21
143116463320060110	NT-2	0.14
143116463320060080	NT-2	0.14
233116783900100030	NT-2	0.13
233116783900100011	NT-2	0.10
233116783900090152	NT-2	0.10
233116783900090070	NT-2	0.15
233116351180020160	NT-2	0.15
143116790020010210	NT-2	0.14
143116790020010080	NT-2	0.14
233116783900100140	NT-2	0.14
233116350820050010	NT-2	0.15
143116463320050080	NT-2	0.16
143116463320110080	CRT-1	0.25
143116151740020160	NT-2	0.12
243116118080090050	NT-2	0.15
243116118080090020	NT-2	0.15
233116783900160012	NT-2	0.09
233116350820110070	NT-2	0.15
233116350820100181	NT-2	0.15
233116350820100140	NT-2	0.13
233116783900140070	NT-2	0.15
233116783900140030	NT-2	0.13
143116463500240060	NT-2	0.14
233116350820140150	NT-2	0.15
233116351180170150	CRT-1	0.29
233116351180170090	CRT-1	0.42
143116151740110100	NT-2	0.13
233116351180050150	NT-2	0.15
243116118080100140	NT-2	0.15
243116118080100030	NT-2	0.14
243116773280000360	NT-2	0.12
243116773280000300	NT-2	0.15
243116118080030040	CRT-1	0.12
233116350820030150	NT-2	0.29
243116118080020020	CRT-1	0.23
143116151740120100	NT-2	0.13
143116151740110170	NT-2	0.17
233116350820080090	NT-2	0.05
233116783900070071	NT-2	0.10
143116151740110011	NT-2	0.04
243116118080040140	NT-2	0.15
133116883980000220	CRT-1	0.15
233116351180180070	NT-2	0.17
243116575640000050	CRT-1	0.23
143116124920000340	NT-2	0.13
243116773280000220	NT-2	0.15
243116773280000200	NT-2	0.15
233116783900020140	NT-2	0.13
143116151740020120	NT-2	0.12

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233116783900120121	NT-2	0.07
233116351180060080	NT-2	0.15
233116783900170120	CRT-1	0.39
233116351180130060	NT-2	0.13
243116304200000030	NT-2	0.14
233116783900130070	NT-2	0.29
233116783900120070	NT-2	0.15
143116151740030100	NT-2	0.13
133116883980000130	CRT-1	0.27
233116783900080060	NT-2	0.13
143116463320060140	NT-2	0.14
143116124920000310	NT-2	0.13
233116350820130150	NT-2	0.15
233116351180140030	NT-2	0.13
233116351180130151	NT-2	0.22
233116351180120150	NT-2	0.15
233116351180140090	NT-2	0.15
143116463320020110	NT-2	0.15
233116350820040040	NT-2	0.13
233116350820010120	NT-2	0.13
243116297180100061	NT-2	0.11
233116350820100171	NT-2	0.22
233116783900140040	NT-2	0.13
143116463500150010	CCS-1	0.28
143116463500130140	NT-2	0.14
243116118080110100	NT-2	0.15
243116118080100130	NT-2	0.15
143116151740010110	NT-2	0.12
143116463500240040	CRT-1	0.24
233116783900090030	NT-2	0.13
233116350820180030	NT-2	0.13
233116350820170070	NT-2	0.15
143116292860000010	CCT-1	0.40
143116151740030120	NT-2	0.12
143116463320090100	NT-2	0.19
243116118080070020	NT-2	0.15
243116118080080020	NT-2	0.15
243116118080050140	NT-2	0.13
233116351180150050	NT-2	0.13
233116350820180140	CRT-1	0.13
233116350820090050	NT-2	0.13
143116463320040050	NT-2	0.22
143116463320120010	NT-2	0.14
143116463320110010	NT-2	0.15
143116463320100080	CRT-1	0.24
143116463320100070	NT-2	0.15
243116575640000180	NT-2	0.06
233116783900130120	NT-2	0.13
243116118080100011	NT-2	0.15
243116118080030010	CRT-1	0.24
243116322560000090	NT-2	0.15
233116783900130020	NT-2	0.15
233116783900120060	NT-2	0.13
233116783900110130	NT-2	0.12
133116883980000160	CRT-1	0.27
233116783900030040	CRT-1	0.13
233116783900110050	NT-2	0.13
233116783900100110	NT-2	0.13
233116783900100070	NT-2	0.15
233116350820040181	NT-2	0.13
243116030780000020	NT-2	0.20
143116856080000020	NT-2	0.14
243116118080030120	NT-2	0.15

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243116118080030090	NT-2	0.26
233116350820150170	NT-2	0.15
233116350820130140	NT-2	0.13
243116773280000390	NT-2	0.22
243116322560000050	NT-2	0.15
233116350820080050	NT-2	0.13
233116350820070090	NT-2	0.15
133116883980000720	NT-2	0.15
233116351180100130	NT-2	0.13
233116350820070010	NT-2	0.16
233116350820060110	NT-2	0.13
233116783900010151	NT-2	0.10
233116351180050050	NT-2	0.13
143116463320020130	NT-2	0.15
143116463320010110	NT-2	0.14
143116151740120040	NT-2	0.15
143116151740100070	NT-2	0.25
143116151740100060	NT-2	0.12
143116151740030180	NT-2	0.13
243116773280000370	NT-2	0.13
243116773280000350	NT-2	0.14
243116773280000290	NT-2	0.15
233116351180090040	NT-2	0.19
233116351180080100	NT-2	0.13
233116351180080091	NT-2	0.15
233116351180160060	CRT-1	0.13
233116783900170070	NT-2	0.15
233116350820120080	NT-2	0.15
233116351180070141	NT-2	0.13
143116124920000390	NT-2	0.13
143116463320030080	NT-2	0.15
243116118080090110	NT-2	0.15
233116783900050090	NT-2	0.15
233116783900050060	NT-2	0.13
233116783900040090	NT-2	0.16
143116463500180120	NT-2	0.28
233116351180050010	NT-2	0.29
233116783900180130	CRT-1	0.13
233116350820040030	NT-2	0.13
133116883980000610	NT-2	0.15
143116790020020150	NT-2	0.14
143116463500160140	NT-2	0.14
233116350820040172	NT-2	0.13
233116350820060060	NT-2	0.13
133116883980001650	NT-2	0.15
133116883980001630	NT-2	0.15
133116883980001600	NT-2	0.15
233116351180110000	NSE	2.35
233116783900100040	NT-2	0.13
243116773280000330	NT-2	0.29
143116463500190160	NT-2	0.14
233116350820160050	NT-2	0.13
233116351180150020	NT-2	0.14
143116463680000020	NT-2	0.15
133116883980001250	NT-2	0.15
233116351180130120	NT-2	0.13
133116883980001170	NT-2	0.27
133116883980001090	NT-2	0.15
133116883980000830	NT-2	0.15
243116773280000240	NT-2	0.15
243116773280000210	NT-2	0.15
233116350820030120	NT-2	0.20
233116350820020140	NT-2	0.13

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233116350820010050	CRT-1	0.10
143116790020020120	NT-2	0.14
233116350820150130	NT-2	0.26
233116350820090020	NT-2	0.15
233116351180180160	NT-2	0.20
143116151740020070	CRT-1	0.10
243116118080100100	NT-2	0.14
243116118080120020	NT-2	0.15
143116463500150030	CCS-1	0.14
233116783900140010	NT-2	0.15
233116783900130130	NT-2	0.13
143116463500210040	NT-2	0.14
143116463320010090	NT-2	0.14
233116351180090050	NT-2	0.13
143116463500230070	NT-2	0.14
233116350820140120	NT-2	0.13
143116463320010060	NT-2	0.12
143116463320030090	NT-2	0.14
233116783900060050	NT-2	0.13
143116395460000170	NT-2	0.30
243116322560000070	NT-2	0.15
243116773280000150	NT-2	0.15
143116790020010230	NT-2	0.14
233116783900100120	NT-2	0.13
143116463500160030	NT-2	0.14
243116773280000470	CRT-1	0.12
243116118080050030	NT-2	0.15
243116118080110090	NT-2	0.15
243116575640000040	CRT-1	0.15
233116350820180040	NT-2	0.13
233116350820170030	NT-2	0.13
233116350820150182	NT-2	0.15
233116351180020110	NT-2	0.13
133116883980000620	NT-2	0.15
133116883980000270	NT-2	0.12
233116350820100010	NT-2	0.15
233116350820090160	NT-2	0.15
233116783900150130	NT-2	0.13
233116350820090030	NT-2	0.13
143116463320070080	NT-2	0.19
143116463320060150	NT-2	0.12
233116350820070130	NT-2	0.13
233116351180100040	NT-2	0.13
243116118080030030	CRT-1	0.12
233116783900080161	NT-2	0.07
233116350820130080	NT-2	0.15
233116783900140120	NT-2	0.13
233116350820180050	NT-2	0.13
143116463320060060	NT-2	0.12
143116463500130090	NT-2	0.14
233116350820150150	NT-2	0.15
233116350820130030	NT-2	0.13
233116350820120120	NT-2	0.13
133116883980001280	NT-2	0.15
233116350820120060	NT-2	0.13
233116351180060090	NT-2	0.29
233116783900060120	NT-2	0.13
233116783900060060	NT-2	0.13
233116783900030030	CRT-1	0.11
143116463320070070	NT-2	0.14
143116463500140010	NT-2	0.21
143116463500210100	NT-2	0.14
233116351180100150	NT-2	0.15

Exhibit "A"

233116350820070080	NT-2	0.15
233116350820060030	NT-2	0.13
233116783900020060	CRT-1	0.13
233116783900010140	NT-2	0.13
233116783900010110	NT-2	0.13
233116351180050100	NT-2	0.15
233116783900010092	NT-2	0.09
233116783900090151	NT-2	0.10
233116351180100050	NT-2	0.13
233116783900170050	NT-2	0.26
143116463320050040	NT-2	0.15
143116463320110030	NT-2	0.15
233116350820110160	NT-2	0.15
143116151740110140	NT-2	0.30
143116151740020080	CRT-1	0.22
233116350820110100	NT-2	0.15
233116350820070100	NT-2	0.15
143116463320100010	NT-2	0.43
233116783900070010	NT-2	0.16
233116351180070101	NT-2	0.15
233116351180070060	NT-2	0.13
233116351180060110	NT-2	0.13
233116783900050140	NT-2	0.13
143116124920000220	NT-2	0.15
143116463500210030	NT-2	0.14
233116783900050010	NT-2	0.10
233116783900040140	NT-2	0.13
233116783900040060	NT-2	0.20
143116151740120110	NT-2	0.13
143116463500130080	NT-2	0.14
143116463320120150	CRT-1	0.10
243116118080040010	NT-2	0.14
143116124920000160	NT-2	0.19
143116151740010070	CRT-1	0.11
143116151740010130	NT-2	0.12
233116783900120050	NT-2	0.13
143116463320060120	NT-2	0.14
233116351180130110	NT-2	0.13
233116350820060130	NT-2	0.13
233116351180150021	NT-2	0.14
133116883980001300	NT-2	0.15
133116883980001620	NT-2	0.15
233116783900070140	NT-2	0.13
143116395460000140	NT-2	0.15
233116783900100160	NT-2	0.15
243116000002300100	NT-2	0.21
143116463500200050	NT-2	0.14
143116463500180150	NT-2	0.14
143116463500170020	NT-2	0.12
143116463500150120	NT-2	0.14
143116463320050010	NT-2	0.30
143116463500140060	NT-2	0.14
143116463500130160	NT-2	0.14
233116783900130040	NT-2	0.13
233116350820120050	NT-2	0.13
143116151740030070	CRT-1	0.14
143116151740020150	NT-2	0.12
143116395460000090	NT-2	0.15
233116350820010060	CRT-1	0.33
233116783900030120	NT-2	0.13
233116783900030011	CRT-1	0.15
233116783900020150	NT-2	0.29
233116350820070030	NT-2	0.13

Exhibit "A"

243116118080100110	NT-2	0.14
243116118080100080	NT-2	0.14
233116350820060080	NT-2	0.15
233116350820110071	NT-2	0.15
233116350820100020	NT-2	0.15
233116783900150010	NT-2	0.15
233116351180180110	CRT-1	0.26
233116351180020050	CRT-1	0.21
233116351180010120	NT-2	0.13
233116350820050150	NT-2	0.15
233116351180140100	NT-2	0.15
233116351180060151	NT-2	0.13
243116773280000270	NT-2	0.16
233116351180120141	NT-2	0.13
233116351180090130	NT-2	0.19
143116790020020130	NT-2	0.14
233116783900170150	CRT-1	0.15
243116118080020060	CRT-1	0.21
233116350820170110	CRT-1	0.82
233116350820160020	NT-2	0.15
243116773280000460	CRT-1	0.13
233116350820010010	CRT-1	0.44
243116118080050160	NT-2	0.15
143116151740120010	NT-2	0.25
143116151740110040	NT-2	0.15
233116783900150160	NT-2	0.15
143116790020020160	NT-2	0.14
233116350820130020	NT-2	0.11
233116350820050100	NT-2	0.22
233116350820100150	NT-2	0.15
233116783900150120	NT-2	0.13
233116350820140110	NT-2	0.13
233116783900060100	NT-2	0.15
233116783900060070	NT-2	0.11
143116124920000070	NT-2	0.11
143116463320020140	NT-2	0.15
143116463320020100	NT-2	0.15
143116463500180140	NT-2	0.14
143116463500180010	NT-2	0.15
233116351180080060	NT-2	0.13
233116351180150160	NT-2	0.15
143116463320110020	NT-2	0.15
143116151740020130	NT-2	0.12
143116151740010040	CRT-1	0.10
133116883980000650	NT-2	0.15
133116883980001770	CRT-1	0.25
243116118080070150	NT-2	0.15
143116790020010220	NT-2	0.14
143116790020010190	NT-2	0.14
143116395460000010	NT-2	0.14
233116783900100130	NT-2	0.13
233116350820090182	NT-2	0.13
243116118080060150	NT-2	0.26
243116118080050110	NT-2	0.13
143116463320120090	NT-2	0.14
143116463320030110	NT-2	0.14
233116350820130110	NT-2	0.13
243116118080090090	NT-2	0.15
233116351180100151	NT-2	0.15
233116783900180060	NT-2	0.13
233116783900130110	NT-2	0.13
133116883980000350	NT-2	0.15
233116351180150090	CRT-1	0.15

Exhibit "A"

143116463500170120	NT-2	0.14
143116395460000020	NT-2	0.14
243116118080020110	NT-2	0.13
243116773280000430	CRT-1	0.13
233116783900080100	NT-2	0.15
233116783900070160	NT-2	0.16
233116350820030140	NT-2	0.13
233116350820040170	NT-2	0.15
143116463320120020	CRT-1	0.50
143116463320110050	NT-2	0.15
233116351180080080	NT-2	0.15
233116783900070040	NT-2	0.13
233116783900060160	NT-2	0.16
243116118080040160	NT-2	0.14
133116883980001580	NT-2	0.15
143116151740110050	NT-2	0.15
143116151740100050	NT-2	0.12
133116883980001290	NT-2	0.15
233116351180140130	NT-2	0.13
233116351180140020	NT-2	0.26
243116118080030151	NT-2	0.10
243116118080020150	NT-2	0.15
243116118080120130	NT-2	0.13
233116351180120070	NT-2	0.15
233116350820060070	NT-2	0.15
233116783900070072	NT-2	0.10
233116351180050060	NT-2	0.13
233116350820180090	CRT-1	0.55
133116981540000010	CRT-1	0.37
133116883980001590	NT-2	0.15
133116883980000680	NT-2	0.15
133116883980000380	NT-2	0.15
233116783900160010	NT-2	0.10
233116783900140060	NT-2	0.13
243116118080110010	NT-2	0.15
233116350820070040	NT-2	0.13
233116783900180030	NT-2	0.13
233116783900010150	NT-2	0.10
233116351180080090	NT-2	0.15
233116351180080050	NT-2	0.13
143116124920000010	NT-2	0.11
143116463500190150	NT-2	0.14
143116463500190050	NT-2	0.15
243116118080020140	NT-2	0.13
243116118080020050	CRT-1	0.13
233116351180150130	NT-2	0.13
233116783900160160	CRT-1	0.17
143116463500160130	NT-2	0.14
143116463500160020	NT-2	0.14
243116118080050070	NT-2	0.15
243116118080110060	NT-2	0.13
143116463500160010	NT-2	0.14
233116350820170040	NT-2	0.13
233116351720000010	CRT-1	0.29
143116463500140120	NT-2	0.14
233116783900110060	NT-2	0.13
233116350820050040	NT-2	0.13
233116351180150060	CRT-1	0.42
233116351180020140	NT-2	0.13
143116151920060070	CRT-1	0.30
143116463320050110	NT-2	0.15
233116783900090140	NT-2	0.13
143116463320080140	NT-2	0.15

Exhibit "A"

143116463320080080	NT-2	0.15
143116151740010100	NT-2	0.14
233116350820080160	NT-2	0.15
233116350820080140	NT-2	0.13
143116124920000460	NT-2	0.17
233116350820100160	NT-2	0.15
233116783900150150	NT-2	0.15
233116783900150080	NT-2	0.16
233116350820140130	NT-2	0.13
233116350820140100	NT-2	0.15
143116463500240150	CRT-1	0.34
143116463500240100	NT-2	0.14
243116575640000030	NT-2	0.09
143116463500190030	NT-2	0.30
143116463500130030	NT-2	0.15
143116463320090050	NT-2	0.26
243116118080080080	NT-2	0.15
143116463500160060	CCS-1	0.22
243116118080050060	NT-2	0.13
243116773280000050	NT-2	0.15
233116350820160030	NT-2	0.13
243116773280000310	NT-2	0.15
143116395460000070	NT-2	0.15
233116783900110150	NT-2	0.12
243116118080110150	NT-2	0.15
143116206820000110	NT-2	0.20
143116463500140040	NT-2	0.17
233116350820040171	NT-2	0.15
143116463500160050	NT-2	0.14
233116351180170060	NT-2	0.13
233116783900120150	NT-2	0.15
233116783900120110	NT-2	0.13
233116783900120080	NT-2	0.15
233116783900110140	NT-2	0.13
133116883980000730	NT-2	0.15
143116124920000350	NT-2	0.15
143116463320040010	NT-2	0.22
143116463320030140	NT-2	0.14
143116463320030100	NT-2	0.14
233116351180140010	NT-2	0.15
233116350820110110	NT-2	0.13
233116783900020100	NT-2	0.15
233116783900060071	NT-2	0.18
233116783900060010	NT-2	0.30
233116783900050110	NT-2	0.13
143116463500230040	NT-2	0.14
143116463500230020	NT-2	0.14
143116463500210130	NT-2	0.28
143116463320020120	NT-2	0.15
143116463320020080	NT-2	0.15
143116463320010010	CCT-1	0.14
143116151740100090	NT-2	0.13
133116883980001640	NT-2	0.15
143116790020010140	NT-2	0.14
143116463500180170	NT-2	0.14
143116463320020060	NT-2	0.15
143116790020010110	NT-2	0.28
133116883980000110	CRT-1	0.12
143116463500140050	NT-2	0.14
143116151740120120	NT-2	0.13
143116151740120050	NT-2	0.13
143116111420000010	CCS-1	0.17
143116790020020070	NT-2	0.14

Exhibit "A"

233116351180130130	NT-2	0.13
133116883980000850	NT-2	0.14
233116783900080091	NT-2	0.09
233116783900080020	NT-2	0.15
233116783900070100	NT-2	0.15
233116783900070090	NT-2	0.15
233116783900070050	NT-2	0.13
233116351180080030	NT-2	0.20
233116351180070070	NT-2	0.15
233116350820160170	CRT-1	0.36
233116351180030010	CRT-1	0.11
143116151740120160	NT-2	0.13
143116463320050130	NT-2	0.30
143116463320050030	NT-2	0.15
143116463320040030	NT-2	0.22
233116783900090120	NT-2	0.13
233116351180010151	CRT-1	0.10
233116350820090040	NT-2	0.13
233116351180180130	CRT-1	0.55
233116351180180090	CRT-1	0.09
233116351180170050	NT-2	0.13
233116350820110040	NT-2	0.13
233116350820100170	NT-2	0.20
233116783900150050	NT-2	0.13
233116783900150020	NT-2	0.15
133116883980000190	CRT-1	0.15
243116118080020100	NT-2	0.15
233116350820050070	NT-2	0.15
233116350820050120	NT-2	0.19
133116883980000780	NT-2	0.15
133116883980000630	NT-2	0.15
243116118080090040	NT-2	0.15
243116118080080150	NT-2	0.15
243116118080110040	NT-2	0.13
243116118080070010	NT-2	0.15
243116118080050040	NT-2	0.13
143116463500240120	CRT-1	0.23
143116151740030130	NT-2	0.12
143116151740020180	NT-2	0.13
143116463320080110	NT-2	0.15
143116463320080090	NT-2	0.15
143116463320070140	NT-2	0.14
143116463320120080	NT-2	0.14
143116463320110110	CRT-1	0.13
143116463320110060	NT-2	0.15
243116773280000110	NT-2	0.15
243116304200000040	NT-2	0.21
243116304200000010	NT-2	0.14
243116773280000450	CRT-1	0.12
233116351180100020	NT-2	0.29
233116351180080111	NT-2	0.13
233116351180080101	NT-2	0.13
143116790020010180	NT-2	0.14
143116790020010160	NT-2	0.14
233116783900110070	NT-2	0.15
233116783900170010	NT-2	0.15
233116783900050080	NT-2	0.15
233116783900050040	NT-2	0.13
233116783900050011	NT-2	0.10
233116783900040070	NT-2	0.15
233116351180120060	NT-2	0.13
233116350820060160	NT-2	0.15
233116783900180090	CRT-1	0.15

Exhibit "A"

233116783900180080	NT-2	0.15
233116783900180010	NT-2	0.16
233116783900050130	NT-2	0.13
143116463500170080	NT-2	0.15
143116463320060090	NT-2	0.28
143116463500140030	NT-2	0.17
143116463500130100	NT-2	0.28
143116463320120140	CRT-1	0.12
143116463500220100	CCS-1	0.17
143116463500220080	CCS-1	0.18
143116463500150100	NT-2	0.14
143116463500190130	NT-2	0.14
143116463500190110	NT-2	0.14
143116790020020020	NT-2	0.14
143116124920000190	NT-2	0.16
143116463500200110	NT-2	0.14
143116463320020070	NT-2	0.15
233116783900030150	NT-2	0.15
233116783900030100	NT-2	0.15
233116783900030070	CRT-1	0.15
233116783900020130	NT-2	0.13
233116783900020030	CRT-1	0.13
233116350820130091	NT-2	0.03
233116350820120110	NT-2	0.13
233116783900120090	NT-2	0.15
233116783900140020	NT-2	0.15
233116783900130100	NT-2	0.15
143116395460000040	NT-2	0.14
233116351180030130	NT-2	0.37
143116790020020230	NT-2	0.14
143116790020020210	NT-2	0.14
143116790020020180	NT-2	0.14
143116790020010100	NT-2	0.14
233116350820170050	NT-2	0.13
143116790020020090	NT-2	0.14
233116350820050020	NT-2	0.15
243116118080120150	NT-2	0.15
143116463320110120	CRT-1	0.37
143116151740010160	NT-2	0.12
143116124920000440	NT-2	0.15
143116463320010020	CCT-1	0.14
233116783900060150	NT-2	0.15
233116351180060141	NT-2	0.26
143116395460000100	NT-2	0.16
143116463320080060	NT-2	0.23
143116463320030040	NT-2	0.14
233116783900050070	NT-2	0.15
233116350820060010	NT-2	0.15
233116351180160090	CRT-1	0.55
233116350820180070	NT-2	0.15
133116883980000790	NT-2	0.15
143116463500170070	NT-2	0.14
233116350820020010	CRT-1	0.22
233116783900130140	NT-2	0.15
243116118080110120	NT-2	0.13
243116773280000090	NT-2	0.16
133116883980000750	NT-2	0.15
233116351180170080	NT-2	0.15
233116351180080110	NT-2	0.13
233116350820050080	NT-2	0.15
143116124920000030	NT-2	0.13
233116783900080040	NT-2	0.13
133116883980000800	NT-2	0.15

Exhibit "A"

243116575640000070	CRT-1	0.67
233116351180150100	CRT-1	0.15
233116351180020120	NT-2	0.13
233116783900090110	NT-2	0.13
233116350820040050	NT-2	0.13
233116351180140011	NT-2	0.15
233116351180130091	NT-2	0.18
133116883980001100	NT-2	0.15
143116151740120030	NT-2	0.15
133116883980001570	NT-2	0.15
233116351180140041	NT-2	0.15
143116151740120070	NT-2	0.28
143116151740110110	NT-2	0.13
143116151740100040	NT-2	0.12
233116783900030080	CRT-1	0.16
143116463320090140	NT-2	0.14
143116463320080040	NT-2	0.23
243116118080100070	NT-2	0.14
143116124920000290	NT-2	0.15
143116463320020090	NT-2	0.15
133116883980000330	NT-2	0.15
133116883980000200	CRT-1	0.15
233116350820110150	NT-2	0.21
143116463500240070	NT-2	0.14
233116350820010130	NT-2	0.13
143116206820000160	NT-2	0.18
143116463500210080	CCS-1	0.22
133116733860000010	CRT-1	0.23
233116351000000020	NT-2	0.20
143116395460000210	NT-2	0.15
143116395460000150	NT-2	0.31
233116350820110020	NT-2	0.15
233116783900140140	NT-2	0.13
143116124920000380	NT-2	0.15
233116351180040010	NT-2	0.29
243116773280000070	NT-2	0.13
243116322560000010	NT-2	0.32
233116350820120160	NT-2	0.13
243116773280000250	NT-2	0.15
233116350820070150	NT-2	0.15
233116350820070140	NT-2	0.13
233116350820070020	NT-2	0.15
233116783900020070	CRT-1	0.10
143116463500240080	NT-2	0.14
243116118080030060	CRT-1	0.12
233116350820020160	NT-2	0.14
143116463500200040	NT-2	0.14
133116883980001610	NT-2	0.15
143116463500180030	NT-2	0.15
243116118080040080	NT-2	0.15
243116118080040070	NT-2	0.15
233116350820080070	NT-2	0.13
143116463500240030	NT-2	0.07
233116351180030090	NT-2	0.13
233116351400010010	NT-2	0.73
233116351180100090	NT-2	0.13



CITY OF ST. PETERSBURG
COMMUNITY PLANNING & PRESERVATION COMMISSION
PUBLIC HEARING
September 9, 2014

QUASI-JUDICIAL PUBLIC HEARING

B. AEOD 2014-01-A

Contact Person: Derek Kilborn, 893-7872

Request: Historic Kenwood Artist Enclave (Overlay District). This is a City-initiated request to establish an Artist Enclave Overlay District (“AEOD”) in accordance with Section 16.30.030 of the City of St. Petersburg’s City Code, Chapter 16, Section 16.30.030. The purpose of the AEOD is to accommodate a mix of small-scale, home business uses oriented toward or supporting the visual, performing, and cultural arts, while maintaining the residential character of the predominantly single-family, residential neighborhood.

Staff Presentation

Derek Kilborn gave a PowerPoint presentation based on the staff report.

Commissioner Rogo asked if staff has a definition of what an artist is. Mr. Kilborn replied that a definition is in the existing code and is broken down into individuals who practice in five categories: (1) Visual Arts include painters, print makers, drawers, sculptors, potters, jewelry makers, glass makers, craft artists and photographers; (2) Performing Arts include musicians, composers, playwrights, choreographers and dancers; (3) Literary Arts include creative writers and literary translators; (4) Architecture and Design include architects, landscape architects, engineers, room designers and planners, interior designers and decorators, industrial designers, graphic designers and fashion designers; and (5) Media Arts include film makers, video and audio artists, and web-based designers. Mr. Kilborn went on to say that staff feels that this is a fairly comprehensive and inclusive description that is specific enough to prevent future potential problems.

Commissioner Rogo asked about the comparison of the Artist Enclave Overlay District to the Home Occupation zoning category and how it relates to production. Mr. Kilborn replied that the Home Occupation section states that shipping, receiving, storage, processing, fabrication, manufacturing and distribution are prohibited. This was an area where the artists were running into some conflict with the code. The Artist Enclave Overlay District would allow a painter to have an accessory studio within their primary residence producing work of art and allow a customer to come to their home to view/purchase.

Commissioner Reese asked about exhibitions/exhibits attracting a number of potential buyers into the area. Mr. Kilborn explained that the Artist Enclave Overlay District does permit up to 12 arts-related special events per year within the district and a temporary use permit is required. The code also limits when a customer can come to the property; by scheduled appointment only, no more than four appointments per day, and between the hours of 9:00 a.m. to 7:00 p.m. This does not apply when a district-wide special event is being held as there are

separate hours of operation applied to those events. In regards to tutoring and instruction uses, classes shall be held no more than two days per week for a period not to exceed three hours per day.

Commissioner Reese asked if there is a process in place for the residents to have some form of input/approval for the timing of the 12 special events per year. Mr. Kilborn stated that in matching the AEOD to the Neighborhood Association boundary would allow the Neighborhood Association to become the default manager of those special events. City staff would monitor the amount of temporary use permits issued for arts-related events.

Commissioner Montanari asked if the commercial businesses along 34th Street would be affected in any way by the restrictions of the AEOD. Mr. Kilborn replied, no.

Public Hearing

The following people spoke in support of the request:

John Seibert, 2926 – 7th Ave N and President of the Historic Kenwood Neighborhood Association

Dianne Caton, 2344 – 6th Ave N

Steven Kenney, 2121 – 3rd Ave N

LaAnna Lewis, 2527 Burlington Ave N

Phyllis Hand, 2321 Burlington Ave N spoke in opposition of the request; loves the arts but very concerned with possible increase of traffic.

Executive Session

Commissioner Michaels stated that there are a number of important aspects needing to be considered and does recognize the extensive public input process that have taken place establishing these new ordinances which are designed to provide a more quality of life to the neighborhoods and to promote the arts within our community. The vote of the Neighborhood Association's support is significant (796 to 42) with the Association was not able to get more people to vote due to out-of-state absentee landlords. This is not something that can't be changed if a problem develops and on-balance seems to be best for this neighborhood and for our City as a whole.

MOTION: Commissioner Michaels moved and Commissioner Whiteman seconded a motion approving the establishment of an Artist Enclave Overlay District for Historic Kenwood in accordance with the staff report.

Commissioner Montanari stated that he has some mixed feelings; would not be happy if a musician playing a loud instrument lived next door as well as having no parking space available after coming home from a long day of work; however, feels that there may some remedies. He realizes the on-going parking problems when there is an event going on at St. Petersburg High School and also knows that this is a City that loves its artists and culture which is a source of pride and growing all the time. He would like everyone to be mindful of the property rights of the minority (the non-artists living in the neighborhood). Commissioner Montanari stated that he will vote in support and then asked staff about any possible remedies should a problem occur.

Mr. Kilborn stated that there are two ways to rectify a problem; (1) to amend the text of the Artist Enclave Overlay section by a standard text amendment process, or (2) if the problem is greater, there is specific language in the existing section talking about the termination of the AEOD boundary – just as the district is

created, the district could go away either by private application from property owners in the district or by the POD (personal officially designated), an action that could be initiated by Mayor's staff or City Council.

Commissioner Montanari asked if the neighborhood wanted to rescind this overlay district, do they need to reach that high bar of percentage of residents. Mr. Kilborn stated that on the private initiated side, the percentage is the same as to establish (2/3 or 66%).

Commissioner Rogo asked who will police this new enclave. Mr. Kilborn stated that it will be regulated through the Codes Compliance office, either by a received complaint or visually seen by a Codes Compliance officer.

Commissioner Reese stated her support of the arts and will vote to support this request, and stressed to be mindful of the non-artists in the district.

Vice Chair Wolf stated that because he does not know in the overall picture how much of the parking will be affected because he thinks that the artists are doing some of these things now without the legal status as well as Historic Kenwood being known as an arts community, he will be voting in support of the request.

VOTE: **YES – Michaels, Montanari, Reese, Wolf, Rogo, Whiteman**
 NO -

Motion was approved by a vote of 6 to 0.



**Staff Report to the St. Petersburg
Community Planning and Preservation Commission**

Prepared by the Planning & Economic Development Department,
Urban Planning & Historic Preservation Division

For Public Hearing and Executive Action on September 9, 2014
at 3:00 p.m., in the City Council Chambers, City Hall,
175 Fifth Street North, St. Petersburg, Florida.

**City File: AEOD 2014-01-A
HISTORIC KENWOOD ARTIST ENCLAVE**

According to Department records, no CPPC members reside or have a place of business located within 2,000 feet of the subject property. All other possible conflicts should be declared upon announcement of the item.

APPLICANT:

City of St. Petersburg
175 5th Street North
St. Petersburg, Florida 33701

REQUEST:

This is a city-initiated application requesting establishment of one (1) Artist Enclave Overlay Districts (“AEOD”) in accordance with Section 16.30.030 of the City of St. Petersburg, City Code, Chapter 16, Land Development Regulations. The purpose of the AEOD is to accommodate a mix of small-scale, home business uses oriented toward or supporting the visual, performing and cultural arts, while maintaining the residential character of the predominantly single-family, residential neighborhoods:

1. Historic Kenwood Artist Enclave (Overlay District)

BACKGROUND

The visual, performing and cultural arts in the City of St. Petersburg include a valuable inventory of museums, galleries, performing arts venues, activities for families and children, special events and programs. These assets have contributed significantly to the City’s growing reputation as a home for high-quality artists and art facilities. Until ceasing publication in 2013, American Style magazine had honored the City of St. Petersburg for three (3) consecutive years as the top arts destination among mid-sized American cities (2010, 2011 and 2012).

The City recognizes the value of these contributions to the City's economic base and overall quality of life for its residents and continues to evaluate how it can nurture this growing asset. One example includes modification of the City of St. Petersburg's City Code, Chapter 16, Land Development Regulations ("LDRs"). Starting in September 2007, the LDRs included an overlay district option within Section 16.30.030 titled "Artist Enclave." The purpose of this overlay district is to encourage a desired mix of appropriate small-scale, home occupation and home business uses oriented toward or supporting the visual or cultural arts, while maintaining the residential character of the underlying residential neighborhood, including protections against potential impacts upon surrounding properties.

ST. PETE VISION 2020

Consideration of the Artist Enclave Overlay District ("AEOD") began with St. Pete Vision 2020 Plan ("Plan"), adopted by City Council on October 17, 2002. The published Plan was the result of an 18-month, citizen-based visioning effort that helped create the desired image of St. Petersburg for the next two (2) decades. The Plan included a number of "citizen-based themes" one of which was the "Arts & Culture Mission Statement." The adopted mission statement reads in part:

"St. Petersburg is a city where arts and culture are integral to the daily lives of residents and visitors. The arts are experienced in public spaces throughout the City and are integral to planning, design, zoning, infrastructure, transportation and other development. The City is committed to the development of art activities, experiences and programs that are economically and physically accessible and that appeal to diverse ages and communities."

During the St. Pete Vision 2020 process, delegates realized the land development regulations, in effect at the time, fell short of creating or enabling some of the types of desired outcomes that were being discussed. The AEOD is intended to further the intent of the "Arts & Culture Mission Statement" by allowing an expansion of arts and cultural activities.

PINELLAS BY DESIGN

The County's process of creating the visioning document, *Pinellas By Design: An Economic Development and Redevelopment Plan for the Pinellas Community* began in 2003. In September 2005, the Pinellas Planning Council (PPC) voted to approve *Pinellas by Design* and recommended that the Pinellas County BOCC do the same. In November 2005, the BOCC, acting in their capacity as the Countywide Planning Authority (CPA), approved the document by joint resolution (PPC/CPA Resolution 05-256).

Similar to the conclusions contained within the City's Vision 2020 Plan, the Findings and Principles of *Pinellas by Design* include the following:

- Pinellas County has reached build-out;
- A foundation for redevelopment exists b/c the County is a desirable place to live, work, visit;
- Redevelopment is both necessary and inevitable, and requires new tools and cooperation;
- Redevelopment presents new opportunities.

While *Pinellas by Design* focuses its proposed business incentives on high-wage primary employers, which are critical to the health of the countywide economy, local communities are encouraged to provide incentives for other beneficial types of businesses, such as those that serve the tourism industry or contribute to the revival of economically depressed areas. The AEOD will provide such incentives.

The City's AEOD will likely foster independent redevelopment, consistent with *Pinellas by Design*. Redevelopment that is initiated and financed entirely by a private developer or property owner is known as *independent redevelopment*. It occurs when a party seeks to improve a site or building on a privately owned parcel without public funds or government assistance or incentives. Because it is independent, there are typically no special regulations or incentives that apply. The City's AEOD, while conferring additional flexibility upon private property owners, will include certain land development regulations to mitigate against potential impacts off-site.

Where unregulated, the establishment of small-scale, home occupation and home business uses oriented toward or supporting the visual, performing or cultural arts may result in independent redevelopment occurring in disparate locations throughout the City. This would occur where real estate opportunities and favorable market conditions coincide, rather than in designated "artist districts." *Pinellas by Design* cautions that over time, the cumulative result of individual business decisions is often unplanned, uncoordinated growth; therefore, it is important for local governments to guide independent redevelopment through the use of plans and land development regulations designed to realize the community's vision. The City's AEOD accomplishes this goal.

Consistent with *Pinellas by Design*, the City has created the AEOD, because such small-scale entrepreneurial efforts can help spur the revitalization of both residential and nonresidential areas.

LAND DEVELOPMENT REGULATIONS - AUGUST 2007

Following adoption of the Plan, the City began another citizen-based initiative to re-write City Code Chapters 16 and 29 in accordance with the findings of the Plan. The new LDRs were adopted on August 9, 2007, and became effective on September 10, 2007. The new LDRs included an innovative overlay district, Section 16.30.030 titled "Artist Enclave."

At the time of adoption, non-residential land-use types were proposed to be allowed on property generally zoned for single-family residential uses, when located within a City Council approved AEOD. For e.g., when located within an approved AEOD, artist galleries and the retail sales of goods and service related primarily to art and the creation of art were proposed to be allowed as principle uses. When located outside of an approved AEOD, these non-residential uses were otherwise prohibited within the single-family residential zoning classifications.

During the final public hearing process to adopt the new LDRs, the Pinellas Planning Council ("PPC") made a finding of inconsistency between this innovative proposal and the Countywide Rules. The effect of this determination resulted in suspension of Section 16.30.030, meaning the Historic Kenwood Neighborhood Association and the Old Southeast Neighborhood Association could not proceed with establishment until corrective action was taken to achieve consistency between Section 16.30.030 and the Countywide Rules. The PPC's initial determination and the corrective action taken by the City are described in the following sections.

PINELLAS PLANNING COUNCIL

The PPC administers the Countywide Rules. The Comprehensive Plans and land development regulations for all 24 municipalities and the unincorporated area of Pinellas County must be consistent with the Countywide Rules. Concurrent with the City's effort to adopt the new LDRs in 2007, the PPC was preparing a report identifying inconsistencies between St. Petersburg's LDRs and the Countywide Rules. The PPC's final report was released subsequent to adoption of the new LDRs. The AEOD regulations stated at the time of adoption in August 2007, that the district may be

applied to any Neighborhood, Corridor or Industrial zoning district. The PPC's findings concluded that the AEOD was not consistent with the Countywide Rules because, "...the Artist Enclave overlay district allows selected commercial [non-residential] uses in residential plan categories." More specifically, the inconsistency existed where the AEOD allowed non-residential activities to be established on property with residential future land use map (FLUM) designations. As stated in the previous section, the effect of this determination resulted in suspension of Section 16.30.030, until corrective action was taken to achieve consistency between Section 16.30.030 and the Countywide Rules.

LAND DEVELOPMENT REGULATIONS – DECEMBER 2010

Starting in the Spring of 2010, Urban Planning and Historic Preservation Division staff convened an ad hoc committee of local artists residing primarily within the Historic Kenwood and Old Southeast Neighborhood Association boundaries. The ad hoc committee conducted a series of in-home meetings to discuss expectations for, and reasonable limitations of, the proposed AEOD section language. These in-home meetings were complimented with staff presentations to, and input sessions with, the City Council's *Public Service and Infrastructure Committee* on March 16, 2010; *St. Petersburg Artist Resource Collaborative* on April 20, 2010; *Historic Kenwood Neighborhood Association* on September 2, 2010; *Council of Neighborhood Associations (C.O.N.A.)* on September 15, 2010; and *Old Southeast Neighborhood Association* on October 14, 2010.

The proposed LDR text amendments and a companion request to amend three (3) special area plans, including the Dome Industrial Park Redevelopment Plan, Central Avenue Tomorrow Plan, and St. Petersburg Vision 2020 Special Area Plan, resolved outstanding inconsistencies with the Countywide Rules. The City Council adopted the ordinance (Ordinance 1007-G) and current Section language on December 16, 2010.

ESTABLISHMENT of an AEOD DISTRICT

Pursuant to Section 16.30.030.3, there are two (2) methods regulating the establishment of an AEOD: 1) private-initiated; and 2) city-initiated.

Any private application to establish an AEOD is first required to demonstrate support by submitting a written petition for approval from the owners of at least two-thirds or 66 percent (%) of the properties within the proposed boundary. Since adoption of the amending ordinance in December 2010, residents within the Historic Kenwood Neighborhood Association have worked diligently, and against difficult circumstances, to secure the minimum number of signatures required.

A city-initiated application may be processed without a petition for approval and without written support from at least two-thirds or 66 percent (%) of the properties within the proposed boundary. Recognizing the various challenges associated with securing the minimum number of signatures, then-City Council Member Jeff Danner requested the POD ("Person Officially Designated") to initiate an application for designation (city-initiated). On December 19, 2013, the City Council approved Mr. Danner's request to initiate a designation application that aligns, in whole or in part, with existing boundaries for the Historic Kenwood and Old Southeast Neighborhood Associations. This application, and its companion AEOD 2014-01-B, is presented in fulfillment of that approved request.

STAFF ANALYSIS

RESPONSES TO RELEVANT CONSIDERATIONS ON AMENDMENTS TO THE GENERAL LAND USE PLAN:

a. Compliance of probable use with goals, objectives, policies and guidelines of the City's Comprehensive Plan.

The following objectives and policies from the Vision and Land Use Element are applicable:

V2.1 *St. Pete Vision 2020*

The Vision 2020 process was born from concern by neighborhood activists, Planning Commissioners, City Council, City staff and the development community over construction and renovation activities that were difficult and often yielded unsatisfactory results.

Vision 2020 was designed to be a true dialogue exploring the nature of the community today and expectations for the future. It facilitated open discussion of many aspects of the City through the use of several techniques that included the perspective of national experts, City staff, the 2020 steering committee and a broad spectrum of over 375 citizen leaders and delegates. The goal was to create a setting for a productive discussion of commonly held values through Citizen Based Themes that should be considered in all subsequent community activities.

The sequence of the Charrette included several steps to facilitate a multi-party discussion that could be inclusive, informative and constructive. This included the following elements:

- Lecture series with community discussion.
- Citizen based photography and data gathering.
- Charrette with Themes, Framework and Visioning exercises resulting in various action items, indicators of success, and summary documents.

V2.2 *Citizen Based Themes ...*

Arts & Culture Mission Statement:

St. Petersburg is a city where arts and culture are integral to the daily lives of residents and visitors. The arts are experienced in public spaces throughout the City and are integral to planning, design, zoning, infrastructure, transportation and other development. The City is committed to the development of art activities, experiences, and programs that are economically and physically accessible and that appeal to diverse ages and communities. The City is committed to the expansion and support of its library system as a cultural resource.

Likes:

Diverse offering of museum, theater and cultural experiences, recent start-up artist spaces, civic events.

Dislikes:

Lack of regular museum hours, continued financial struggles of many artists and theaters, lack of visible art throughout city, lack of support or inclusion of local artists in many public or private projects, lack of recognition of art/culture as economic engine, lack of incorporation of art into public projects such as Pinellas Trail.

Results of a successful 2020 Vision Include:

- Consistent community involvement/use of cultural facilities and programs.
- A city of visible art and lively culture.
- Financial stability and sustainable funding through city actions, private partners and art institutions.
- City commitment to cultural programs and inclusion of art in capital improvement efforts.
- Sufficient and appropriate facilities.
- Integration of arts with education system.
- Develop a public art master plan.

OBJECTIVE LU1: The City shall take into account the citizen based themes noted in the Vision Element when considering development decisions.

LU1.1 When considering the probable use of land in a development application, the principles and recommendations noted in the Vision Element should be considered where applicable.

OBJECTIVE LU21: The City shall, on an ongoing basis, review and consider for adoption, amendments to existing or new innovative land development regulations that can provide additional incentives for the achievement of Comprehensive Plan Objectives.

LU21.1 The City shall continue to utilize its innovative development regulations and staff shall continue to examine new innovative techniques by working with the private sector, neighborhood groups, special interest groups and by monitoring regulatory innovations to identify potential solutions to development issues that provide incentives for the achievement of the goals, objectives and policies of the Comprehensive Plan.

b. Whether the proposed amendment would impact environmentally sensitive lands or areas which are documented habitat for listed species as defined by the Conservation Element of the Comprehensive Plan.

None.

c. Whether the proposed change would alter population or the population density pattern and thereby impact residential dwelling units.

The establishment of an AEOD creates no new allowance for residential units, nor does it increase the permissible density or floor area ratio.

- d. Impact of the proposed amendment upon the following adopted levels of service (LOS) for public services and facilities including but not limited to: water, sewer, sanitation, traffic, mass transit, recreation, stormwater management. (This analysis does not include the development potential of the existing Preservation land, which is considered negligible.)**

The establishment of an AEOD *will not* have a significant impact on the City's adopted levels of service for potable water, sanitary sewer, solid waste, traffic, mass transit, stormwater management and recreation. The effect of establishing an AEOD is most similar to the existing allowance for home occupations and hobbies, which are not subject to a level of service evaluation and who's impact was already considered in writing the adopted land development regulations.

- e. Appropriate and adequate land area sufficient for the use and reasonably anticipated operations and expansion.**

The land area is sufficient for the anticipated uses qualified by establishment of an AEOD.

- f. The amount and availability of vacant land or land suitable for redevelopment shown for similar uses in the City or in contiguous areas.**

Not comparable / applicable.

- g. Whether the proposed change is consistent with the established land use pattern.**

Establishment of an AEOD was originally contemplated for application in the Historic Kenwood and Old Southeast Neighborhood Associations. Non-residential land use types are authorized by reference in Section 16.30.030 of the LDRs and previously accommodated by amendments to the Dome Industrial Park Redevelopment Plan, Central Avenue Tomorrow Plan and St. Petersburg Vision 2020 Special Area Plans.

- h. Whether the existing district boundaries are logically drawn in relation to existing conditions on the property proposed for change.**

The proposed boundaries comport with the requirements for establishing district boundaries outlined in Section 16.30.030.3.

- i. If the proposed amendment involves a change from a residential to a nonresidential use, whether more nonresidential land is needed in the proposed location to provide services or employment to the residents of the City.**

No.

- j. Whether the subject property is located within the 100-year flood plain or Coastal High Hazard Area as identified in the Coastal Management Element of the Comprehensive Plan.**

According to the FEMA Flood Insurance Rate Map (FIRM), portions of the Old Southeast Neighborhood Association are located within the 100-year flood plain. Specifically, numerous properties are located in Special Flood Hazard Area X and AE, Flood Zone 8-feet, which requires that the top of the lowest habitable floor be at or above 8- feet NAVD (North American Vertical Datum).

k. Other pertinent facts.

None.

PUBLIC COMMENTS

As of the publication of this report, City staff has received the following public comments:

Historic Kenwood Artist Enclave (Overlay District)

Support – 2 phone calls

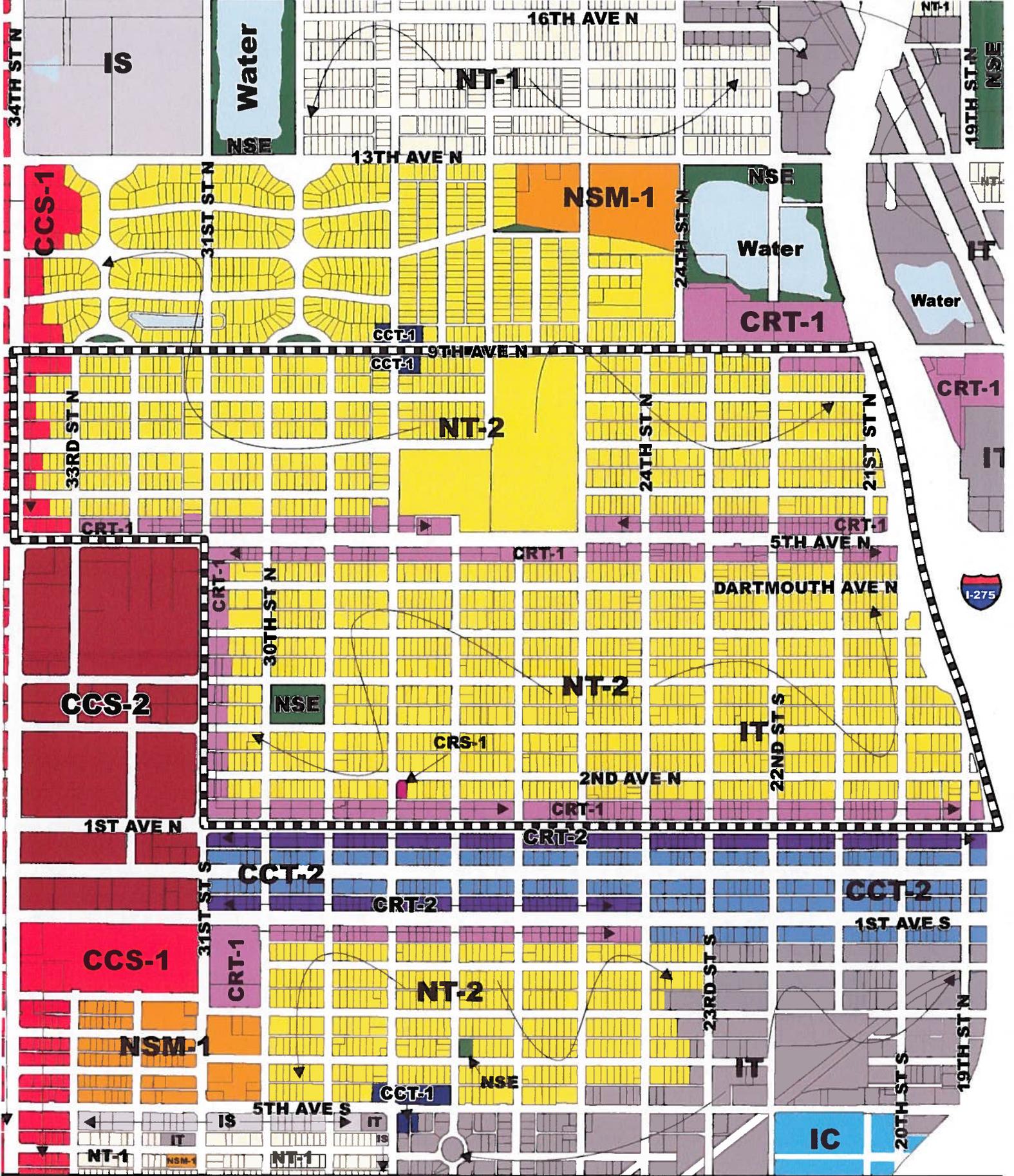
Opposed – 3 phone calls

General Inquiry, No Stated Position – 3 phone calls

RECOMMENDATION

Staff recommends **APPROVAL** of the Official Zoning Map amendment to establish the Historic Kenwood Artist Enclave (Overlay District), on the basis that the request, *on balance*, is consistent with the goals, objectives and policies of the City's Comprehensive Plan.

ATTACHMENTS



EXISTING ZONING

CITY FILE
AEOD-2014-01-A
 SCALE: 1" = 854'

 SUBJECT AREA





**Historic Kenwood Neighborhood Assn.
P.O. Box 15134
St. Pete. Fla. 33733-5134**

September 8, 2014

BY EMAIL: vicky.davidson@stpete.org

Community Planning &
Preservation Commission
City Hall
175 5th Street North
St. Petersburg, FL 33701

Re: AEOD 2014-01 Request to Establish
Two Artist Enclave Overlay Districts

Dear Commission Members:

I am the President of the Historic Kenwood Neighborhood Association (“HKNA”). I write in support of the City-initiated request to establish two Artist Enclave Overlay Districts (“AEOD”) in accordance with Section 16.30.030 of the City of St. Petersburg’s City Code.

Historic Kenwood, adjacent to the Warehouse Arts District, is a neighborhood rich in visual and performing artists many of whom are nationally and internationally recognized. Beginning in 2010, when we learned of the concept of an AEOD as presented in the St. Pete Vision 2020 Plan, we have worked tirelessly to organize grassroots support for such a result, including supporting Council’s re-enactment of Sec. 16.30.030 in December, 2010.

Beginning in 2011, we mounted a vigorous effort to secure petition signature support from at least two-thirds of property owners in our neighborhood. Per City records, we have 1,601 households in our district meaning that 1,068 petition signatures would be required.

To secure that number, we did a mailing to all listed property owners at significant expense; held over a dozen door-to-door canvassing events; and repeatedly solicited support through mass email blasts, our monthly newsletter and at our monthly meetings. As of last year, we had secured 796 “Yes” petition signatures or 49.7% of property owners and 42 “No” petition signatures or 2.6% of property owners.

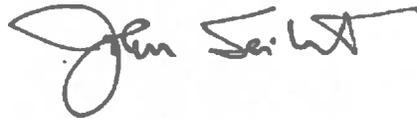
Our principal obstacles to securing additional “Yes” petition signatures included the large number of owners who lived outside the neighborhood, including out of state, and the number of properties in foreclosure status as a result of the Great Recession.

We like to think of ourselves as one of the City’s more active neighborhoods. We believe the various efforts we took represented an aggressive effort at petition collection. Nevertheless, we fell significantly short of the two-thirds requirement.

The City’s proposal to confer AEOD status on us and Old Southeast represents (1) an acknowledgement of the very positive contributions many of our residents make to secure the City’s ever increasing reputation as a nationally recognized arts destination; (2) lays the ground work for continued and welcome growth of the arts movement in the City, including the many Central Avenue galleries and the neighboring Warehouse Arts District; and (3) does the foregoing with negligible impact on the residential character of both neighborhoods.

Historic Kenwood’s self-ascribed nickname is “Neighborhood of the Arts.” We look forward to further embracing and living this name. We ask for your recommendation favoring the City’s initiative.

Very truly yours,

A handwritten signature in black ink that reads "John Seibert". The signature is written in a cursive, flowing style with a long horizontal stroke at the end.

R. John Seibert
President
Historic Kenwood Neighborhood Association

ST. PETERSBURG CITY COUNCIL
Meeting of October 2, 2014

- TO:** The Honorable William H. Dudley, Chair, and Members of City Council
- SUBJECT:** **City File AEOD 2014-01-B:** A city-initiated application proposing to establish the Old Southeast Artist Enclave (Overlay District).
- REQUEST:** Ordinance _____ establishing the Old Southeast Artist Enclave (Overlay District) in accordance with Section 16.30.030 of the City of St. Petersburg, City Code, Chapter 16, Land Development Regulations. The purpose of the Old Southeast Artist Enclave (Overlay District) is to accommodate a mix of small-scale, home-based businesses oriented toward or supporting the visual, performing and cultural arts, while maintaining the residential character of the predominantly single-family, residential neighborhood.
- UPDATE:** On September 9, 2014, The Community Planning and Preservation Commission (“CPPC”) voted 3-3 on whether to establish the Old Southeast Artist Enclave (Overlay District); the motion failed. Specifically, Commission members remarked on the low turnout in support of the application, questioned whether the Old Southeast neighborhood is an arts-oriented community, and debated whether the Old Southeast neighborhood is an appropriate place for establishment of an artist enclave overlay district.

In response to this determination, City Staff is including two (2) additional resources to help reinforce the relevance of arts to the Old Southeast neighborhood:

- 1) The recently updated Old Southeast Neighborhood Plan (“Plan”) includes a number of priorities developed for a series of neighborhood themes, also featured within the Plan. According to the Plan, creating an artist enclave overlay district ranked at the top of the neighborhood priorities.

The first priority, titled “*9.1 Building Neighborhood Identity*,” focuses exclusively on establishment of an artist enclave overlay district. This section of the Plan includes a statement of importance correlating the arts to the Old Southeast neighborhood and action steps for the creation of an Arts Committee, adoption of the Old Southeast Artist Enclave (Overlay District), establishment of the first neighborhood-wide arts event, and development of a public art program. This section of the Plan has been extracted and attached for your review and thoughtful consideration.

- 2) In 2012, a date preceding the recently updated Plan, representatives from the neighborhood were collecting petitions in support of designation. As of June 29, 2012, the attached map shows the status of their work.

RECOMMENDATION:

Administration: The Administration recommends APPROVAL.

Community Planning and Preservation Commission ("CPPC"):

The CPPC conducted a public hearing on September 9, 2014 to consider the request. The CPPC voted 3-3, one (1) vote short of the minimum number of four (4) affirmative votes required. The motion recommending approval to establish the Old Southeast Artist Enclave (Overlay District) failed.

Recommended City Council Action:

- 1) CONDUCT the first reading and first public hearing;
- 2) SET the second reading and second public hearing for October 16, 2014.
- 3) *Special Note:* The CPPC motion recommending approval failed; however, since this application was initiated by the City Council, the CPPC action is advisory only. The City Council may approve this ordinance to establish the Old Southeast Artist Enclave (Overlay District) by a simple-majority vote in accordance with the regular rules and procedures.

Public Comments:

Approximately 470 direct mail notifications were sent to affected property owners identified by the Pinellas County Property Appraiser's Office. The Urban Planning and Historic Preservation Division received the following number of responses:

- Support:
 - Email of Support on behalf of the Board, Old Southeast Neighborhood Association
- Against:
 - Two (2) phone calls
 - Two (2) letters
 - One (1) registered opponent at CPPC
- General Inquiry, Neutral:
 - Two (2) phone calls

Attachments: Ordinance; CPPC Minutes; CPPC Staff Report; Portion of the Old Southeast Neighborhood Plan; Map Showing Status as of June 29, 2012; and Public Comments

ORDINANCE NO. _____ - Z

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA, DESIGNATING THE **OLD SOUTHEAST ARTIST ENCLAVE OVERLAY DISTRICT** (GENERALLY LOCATED BETWEEN 15TH AVENUE SOUTHEAST AND 25TH AVENUE SOUTH, 4TH STREET SOUTH AND BEACH DRIVE SOUTHEAST) AS PURSUANT TO SECTION 16.30.030, CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

Whereas, the visual, performing, and cultural arts in the City of St. Petersburg include a valuable inventory of museums, galleries, performing arts venues, activities for families and children, special events, and programs; and

Whereas, these assets have contributed significantly to the City's growing reputation as a home for high-quality artists and art facilities; and

Whereas, the City recognizes the value of the visual, performing, and cultural arts to the City's economic base and overall quality of life for its residents and continues to evaluate ways in which it can nurture its artistic assets; and

Whereas, the City's Land Development Regulations adopted in 2007 included Section 16.30.030 ("Artist Enclave") that established an artist enclave overlay district;

Whereas, the City's Land Development Regulations, Dome Industrial Park Redevelopment Plan, Central Avenue Tomorrow Plan, and St. Petersburg Vision 2020 Special Area Plan, were amended in 2010 to establish consistency with the Countywide Plan Rules; and

Whereas, the purpose of the artist enclave overlay district is to encourage a desired mix of appropriate small-scale, home occupation, and home business uses oriented toward or supporting the visual, performing, and cultural arts, while maintaining the character of the underlying neighborhood, including protections against potential impacts upon surrounding properties;

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The Official Zoning Map of the City of St. Petersburg, Florida is amended by placing the hereinafter described Artist Enclave Overlay District as follows:

Property

The properties described in attached Exhibit "A," generally located between 15th Avenue Southeast and 25th Avenue South, 4th Street South and Beach Drive Southeast. "Exhibit A" includes a plat map depicting the boundary of the Artist Enclave Overlay District.

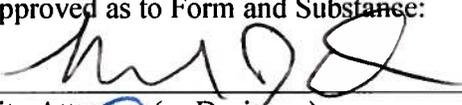
District

Name: Old Southeast Artist Enclave Overlay District

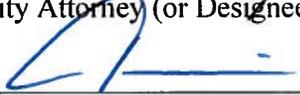
SECTION 2. All ordinances or portions of ordinances in conflict with or inconsistent with this ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 3. This ordinance is effective immediately upon adoption.

Approved as to Form and Substance:



City Attorney (or Designee) 9/19/14
Date



Planning and Economic Development Department 9-23-14
Date

DRAFT

Exhibit "A"

PARCEL_ID	ZONING	ACRES
313117727200090080	NT-2	0.25
313117727200080160	NT-2	0.29
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Exhibit "A"

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Exhibit "A"

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Exhibit "A"

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303117032940420111	NT-2	0.09
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303117032940420030	NT-2	0.16
303117032940410090	NT-2	0.40
303117032940290020	NT-2	0.16
303117032940420110	NT-2	0.07
313117727200080110	NT-2	0.20
313117727200080090	NT-2	0.19
313117727200070120	NT-2	0.15
303117771840190030	NT-2	0.17
303117032940430140	NT-2	0.16
303117772020000070	NT-2	0.12
303117772020000020	NT-2	0.08
303117771840150100	NT-2	0.19
303117771840060100	NT-2	0.22
303117771840060071	NT-2	0.24
303117771840050190	NT-2	0.16
313117727200030010	NT-2	0.37
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303117771840070060	NT-2	0.16
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313117727200050010	NT-2	0.21
303117032940330080	NT-2	0.16
303117032940320110	NT-2	0.16
303117771840100120	NT-2	0.17
303117771840090140	NT-2	0.16
303117032940320030	NT-2	0.16
303117032940310070	NT-2	0.16
303117771840030150	NT-2	0.16
303117554940000010	NT-2	0.16
303117771840120110	NT-2	0.16
303117032940410110	NT-2	0.13

Exhibit "A"

303117032940280091	NT-2	0.14
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303117032940330130	NT-2	0.16
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313117727200040080	NT-2	0.21
313117727200010030	NT-2	0.20
303117032940410010	NT-2	0.16
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303117771840150110	NT-2	0.19
313117727200080050	NT-2	0.21
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303117771840060010	NT-2	0.16
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303117503460000020	NT-2	0.14
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CITY OF ST. PETERSBURG
COMMUNITY PLANNING & PRESERVATION COMMISSION
PUBLIC HEARING
September 9, 2014

QUASI-JUDICIAL PUBLIC HEARING

C. AEOD 2014-01-B

Contact Person: Derek Kilborn, 893-7872

Request: Old Southeast Artist Enclave (Overlay District). This is a City-initiated request to establish an Artist Enclave Overlay District (“AEOD”) in accordance with Section 16.30.030 of the City of St. Petersburg’s City Code, Chapter 16, Section 16.30.030. The purpose of the AEOD is to accommodate a mix of small-scale, home business uses oriented toward or supporting the visual, performing, and cultural arts, while maintaining the residential character of the predominantly single-family, residential neighborhood.

Staff Presentation

Derek Kilborn gave a presentation based on the staff report.

Registered Opponent Presentation

Jim Bandhauer, 216 – 20th Ave SE, gave a presentation in opposition of the request; concerned about increased traffic, lack of parking, and loud music.

Commissioner Michaels asked about the support from the neighborhood association. Mr. Bandhauer stated that the association distributed 700+ surveys and received 98 surveys back with 29 in support of the AEOD.

Public Hearing

The following people spoke in support of the request:

Bob Janssen, 176 – 20th Ave SE
Allen Loyd, 151 – 20th Ave S
Steve Lasky, 235 – 20th Ave SE
Peter Crockett, 2421 – 1st St S
Chris Kenrick, 1901 – 3rd St S

Jerry Bean, 225 – 19th Ave SE spoke in opposition of the request; concerned with increase in noise, lack of parking, and the neighborhood turning to commercial.

Cross Examination

By City Staff:
Waived

By Opponent:
Waived

Rebuttal

By City Staff:

Mr. Kilborn gave additional comments supporting the request.

Vice Chair Wolf asked for confirmation the limitation on visitors to the arts. Mr. Kilborn stated that these types of art-related activities are required to be accessory to a principal residential use; for an office or retail-type of arts-related activity with a limitation of by scheduled appointment only and limited to no more than four (4) appointments per day, and is prohibited between the hours of 7:00 p.m. to 9:00 a.m. When the arts-related activity is personalized instruction and tutoring, the limitation is no more than two (2) days per week, not to exceed three (3) hours per day, and no more than four (4) students are allowed to attend each session.

Commissioner Whiteman asked about the application process for these twelve events. Mr. Kilborn stated that a temporary use permit is required for each event which can be obtained through the Development Review Services Division.

Commissioner Whiteman asked if the application includes parking requirements and possible police if a large attendance is expected. Mr. Kilborn stated that he does not think it goes to that extent but there is an impact review that is done with each temporary use permit and if staff identifies that certain impacts will be generated by use, conditions can be attached to the permit to help mitigate.

Commissioner Montanari asked how this request for Old Southeast originated and stated that he felt Historic Kenwood neighborhood was much more cohesive in their desire for this designation and he is not getting the same feeling from the Old Southeast neighborhood. Mr. Kilborn stated that from his experience with this going back pre-2007 both of these neighborhood associations have always been involved and both were involved in the 2010 process. Once the language was adopted in the code, the special area plans were amended and the Pinellas County Planning Council determined that these were consistent and that we could proceed by using it. Then both neighborhoods went into the process of securing signatures with the Historic Kenwood's letter of support itemizing the exact number of responses along with percentages. He had not seen recent numbers from Old Southeast but has always been part of the discussion.

Commissioner Michaels asked if he sees any other qualitative difference between the two neighborhoods that the Commission should be considering at this time. Mr. Kilborn stated the he does not; there was really solid input and participation from both neighborhood associations in the process of constructing these regulations in 2010.

Commissioner Rogo stated that the staff report referred to Historic Kenwood's proximity to Central Avenue galleries, the warehouse arts district, etc. and he is not sure he sees this same kind of linkage in Old Southeast, and asked why Old Southeast was selected as one of the first two to come before them today. Mr. Kilborn stated that it was important to note that this was not a City-initiated process in the sense that these two neighborhood areas were identified; however, the City was receiving a lot of interest and input from these two particular neighborhoods to create an Artist Enclave Overlay District section in 2007. When it became clear to staff that the language in the 2007 ordinance was not going to work, the section was put on hold to 2009 when both of these neighborhood areas began to inquire about the City going through the process of making them consistent, so that's when the 2010 process began. Mr. Kilborn went on to say that Susan Ajoc was present and has direct knowledge of the Old Southeast Neighborhood Plan Update which is currently under consideration and may answer questions, if asked, about the Plan and how it relates to the Artist Enclave Overlay District.

Commissioner Rogo asked Ms. Ajoc why the Old Southeast is being considered today. Ms. Ajoc stated that she had spoken with Peter Olivares yesterday and he was supposed to send a letter. In their neighborhood plan update, one of the top three recommendations refers to the Artist Enclave. The last numbers she had heard for support from the community was over 40%. Ms. Ajoc assured the Commission that the information was put out and the neighborhood was asked to verify and provide the number of the initial petition signers as this process moves forward.

By Opponent:

Mr. Bandhauer provided additional comments in opposition of the request: petition in the Old Southeast newsletter for years and the last he had heard 200 to 220 petitions were returned; wondering how many people who have signed the petition that have dementia or mental challenges; wondering how many people have moved away after signing the petition; the limited ingress and egress of the neighborhood along with lack of parking; and the inability of codes to enforce the restrictions

Executive Session

MOTION: *Commissioner Michaels moved and Commissioner Whiteman seconded a motion approving the establishment of an Artist Enclave Overlay District for Old Southeast in accordance with the staff report.*

Commissioner Michaels stated that it would have been helpful if the Old Southeast Neighborhood Association had a representative present but did not see a major difference between the Historic Kenwood application and the Old Southeast application.

Commissioner Montanari stated his struggle with this application because he feels the Old Southeast neighborhood is quite a bit different from the Historic Kenwood neighborhood; the lack of a letter, documentation or any type of visible support from the Old Southeast Neighborhood Association; the proximity of Historic Kenwood to more of the arts district within the City; and Old Southeast has a different character. For these reasons he will be voting against the motion at this time, but may change his mind in the future.

Vice Chair Wolf stated that comments were made that are not relevant; comparing visits to an artist's residence with the crowd of people enjoying a 4th of July celebration; things going on in the evenings or after dark which the Artist Enclave restricts; and the noise issue which any person can now play recorded music, an instrument, or have band practice without any limitation other than the noise ordinance which will also apply under the

Artist Enclave. He feels that the arts are a good economic generator for the community personally feels the impacts would be low on the neighborhood and supports the Artist Enclave Overlay.

Commissioner Rogo stated that he understands and agrees with Vice Chair Wolf's comments but feels that the Old Southeast is more of a residential enclave and is not comfortable supporting the request today without more neighborhood input of support.

Commissioner Reese stated that she shares the same concerns as her fellow Commissioners; lack of support from the neighborhood association; and Old Southeast is more of a residential neighborhood. Commissioner Reese went on to say that until the neighborhood shows more support, she feels very uncomfortable to vote in favor at this time.

Commissioner Whiteman asked if it would be more appropriate to table this item than to vote it down, and if voted down, what would happen. Mr. Kilborn explained that the application will be brought before City Council in the two meetings in October and these dates were identified in the notification letter sent. If the vote is against, the application will be presented to City Council with the Commission's vote along with the concerns expressed here today

Vice Chair Wolf stated that he feels the vote needs to proceed due to the impact to the City of re-noticing as well as considering the people who have taken the time to appear at today's hearing, and then called for a roll call.

VOTE: *YES – Michaels, Wolf, Whiteman*
 NO - Montanari, Reese, Rogo

Motion was denied by a tied vote of 3 to 3.



**Staff Report to the St. Petersburg
Community Planning and Preservation Commission**

Prepared by the Planning & Economic Development Department,
Urban Planning & Historic Preservation Division

For Public Hearing and Executive Action on September 9, 2014
at 3:00 p.m., in the City Council Chambers, City Hall,
175 Fifth Street North, St. Petersburg, Florida.

**City File: AEOD 2014-01-B
OLD SOUTHEAST ARTIST ENCLAVE**

According to Department records, no CPPC members reside or have a place of business located within 2,000 feet of the subject property. All other possible conflicts should be declared upon announcement of the item.

APPLICANT:

City of St. Petersburg
175 5th Street North
St. Petersburg, Florida 33701

REQUEST:

This is a city-initiated application requesting establishment of one (1) Artist Enclave Overlay Districts (“AEOD”) in accordance with Section 16.30.030 of the City of St. Petersburg, City Code, Chapter 16, Land Development Regulations. The purpose of the AEOD is to accommodate a mix of small-scale, home business uses oriented toward or supporting the visual, performing and cultural arts, while maintaining the residential character of the predominantly single-family, residential neighborhoods:

1. Old Southeast Artist Enclave (Overlay District)

BACKGROUND

The visual, performing and cultural arts in the City of St. Petersburg include a valuable inventory of museums, galleries, performing arts venues, activities for families and children, special events and programs. These assets have contributed significantly to the City’s growing reputation as a home for high-quality artists and art facilities. Until ceasing publication in 2013, American Style magazine had honored the City of St. Petersburg for three (3) consecutive years as the top arts destination among mid-sized American cities (2010, 2011 and 2012).

The City recognizes the value of these contributions to the City's economic base and overall quality of life for its residents and continues to evaluate how it can nurture this growing asset. One example includes modification of the City of St. Petersburg's City Code, Chapter 16, Land Development Regulations ("LDRs"). Starting in September 2007, the LDRs included an overlay district option within Section 16.30.030 titled "Artist Enclave." The purpose of this overlay district is to encourage a desired mix of appropriate small-scale, home occupation and home business uses oriented toward or supporting the visual or cultural arts, while maintaining the residential character of the underlying residential neighborhood, including protections against potential impacts upon surrounding properties.

ST. PETE VISION 2020

Consideration of the Artist Enclave Overlay District ("AEOD") began with St. Pete Vision 2020 Plan ("Plan"), adopted by City Council on October 17, 2002. The published Plan was the result of an 18-month, citizen-based visioning effort that helped create the desired image of St. Petersburg for the next two (2) decades. The Plan included a number of "citizen-based themes" one of which was the "Arts & Culture Mission Statement." The adopted mission statement reads in part:

"St. Petersburg is a city where arts and culture are integral to the daily lives of residents and visitors. The arts are experienced in public spaces throughout the City and are integral to planning, design, zoning, infrastructure, transportation and other development. The City is committed to the development of art activities, experiences and programs that are economically and physically accessible and that appeal to diverse ages and communities."

During the St. Pete Vision 2020 process, delegates realized the land development regulations, in effect at the time, fell short of creating or enabling some of the types of desired outcomes that were being discussed. The AEOD is intended to further the intent of the "Arts & Culture Mission Statement" by allowing an expansion of arts and cultural activities.

PINELLAS BY DESIGN

The County's process of creating the visioning document, *Pinellas By Design: An Economic Development and Redevelopment Plan for the Pinellas Community* began in 2003. In September 2005, the Pinellas Planning Council (PPC) voted to approve *Pinellas by Design* and recommended that the Pinellas County BOCC do the same. In November 2005, the BOCC, acting in their capacity as the Countywide Planning Authority (CPA), approved the document by joint resolution (PPC/CPA Resolution 05-256).

Similar to the conclusions contained within the City's Vision 2020 Plan, the Findings and Principles of *Pinellas by Design* include the following:

- Pinellas County has reached build-out;
- A foundation for redevelopment exists b/c the County is a desirable place to live, work, visit;
- Redevelopment is both necessary and inevitable, and requires new tools and cooperation;
- Redevelopment presents new opportunities.

While *Pinellas by Design* focuses its proposed business incentives on high-wage primary employers, which are critical to the health of the countywide economy, local communities are encouraged to provide incentives for other beneficial types of businesses, such as those that serve the tourism industry or contribute to the revival of economically depressed areas. The AEOD will provide such incentives.

The City's AEOD will likely foster independent redevelopment, consistent with *Pinellas by Design*. Redevelopment that is initiated and financed entirely by a private developer or property owner is known as *independent redevelopment*. It occurs when a party seeks to improve a site or building on a privately owned parcel without public funds or government assistance or incentives. Because it is independent, there are typically no special regulations or incentives that apply. The City's AEOD, while conferring additional flexibility upon private property owners, will include certain land development regulations to mitigate against potential impacts off-site.

Where unregulated, the establishment of small-scale, home occupation and home business uses oriented toward or supporting the visual, performing or cultural arts may result in independent redevelopment occurring in disparate locations throughout the City. This would occur where real estate opportunities and favorable market conditions coincide, rather than in designated "artist districts." *Pinellas by Design* cautions that over time, the cumulative result of individual business decisions is often unplanned, uncoordinated growth; therefore, it is important for local governments to guide independent redevelopment through the use of plans and land development regulations designed to realize the community's vision. The City's AEOD accomplishes this goal.

Consistent with *Pinellas by Design*, the City has created the AEOD, because such small-scale entrepreneurial efforts can help spur the revitalization of both residential and nonresidential areas.

LAND DEVELOPMENT REGULATIONS - AUGUST 2007

Following adoption of the Plan, the City began another citizen-based initiative to re-write City Code Chapters 16 and 29 in accordance with the findings of the Plan. The new LDRs were adopted on August 9, 2007, and became effective on September 10, 2007. The new LDRs included an innovative overlay district, Section 16.30.030 titled "Artist Enclave."

At the time of adoption, non-residential land-use types were proposed to be allowed on property generally zoned for single-family residential uses, when located within a City Council approved AEOD. For e.g., when located within an approved AEOD, artist galleries and the retail sales of goods and service related primarily to art and the creation of art were proposed to be allowed as principle uses. When located outside of an approved AEOD, these non-residential uses were otherwise prohibited within the single-family residential zoning classifications.

During the final public hearing process to adopt the new LDRs, the Pinellas Planning Council ("PPC") made a finding of inconsistency between this innovative proposal and the Countywide Rules. The effect of this determination resulted in suspension of Section 16.30.030, meaning the Historic Kenwood Neighborhood Association and the Old Southeast Neighborhood Association could not proceed with establishment until corrective action was taken to achieve consistency between Section 16.30.030 and the Countywide Rules. The PPC's initial determination and the corrective action taken by the City are described in the following sections.

PINELLAS PLANNING COUNCIL

The PPC administers the Countywide Rules. The Comprehensive Plans and land development regulations for all 24 municipalities and the unincorporated area of Pinellas County must be consistent with the Countywide Rules. Concurrent with the City's effort to adopt the new LDRs in 2007, the PPC was preparing a report identifying inconsistencies between St. Petersburg's LDRs and the Countywide Rules. The PPC's final report was released subsequent to adoption of the new LDRs. The AEOD regulations stated at the time of adoption in August 2007, that the district may be

applied to any Neighborhood, Corridor or Industrial zoning district. The PPC's findings concluded that the AEOD was not consistent with the Countywide Rules because, "...the Artist Enclave overlay district allows selected commercial [non-residential] uses in residential plan categories." More specifically, the inconsistency existed where the AEOD allowed non-residential activities to be established on property with residential future land use map (FLUM) designations. As stated in the previous section, the effect of this determination resulted in suspension of Section 16.30.030, until corrective action was taken to achieve consistency between Section 16.30.030 and the Countywide Rules.

LAND DEVELOPMENT REGULATIONS – DECEMBER 2010

Starting in the Spring of 2010, Urban Planning and Historic Preservation Division staff convened an ad hoc committee of local artists residing primarily within the Historic Kenwood and Old Southeast Neighborhood Association boundaries. The ad hoc committee conducted a series of in-home meetings to discuss expectations for, and reasonable limitations of, the proposed AEOD section language. These in-home meetings were complimented with staff presentations to, and input sessions with, the City Council's *Public Service and Infrastructure Committee* on March 16, 2010; *St. Petersburg Artist Resource Collaborative* on April 20, 2010; *Historic Kenwood Neighborhood Association* on September 2, 2010; *Council of Neighborhood Associations (C.O.N.A.)* on September 15, 2010; and *Old Southeast Neighborhood Association* on October 14, 2010.

The proposed LDR text amendments and a companion request to amend three (3) special area plans, including the Dome Industrial Park Redevelopment Plan, Central Avenue Tomorrow Plan, and St. Petersburg Vision 2020 Special Area Plan, resolved outstanding inconsistencies with the Countywide Rules. The City Council adopted the ordinance (Ordinance 1007-G) and current Section language on December 16, 2010.

ESTABLISHMENT of an AEOD DISTRICT

Pursuant to Section 16.30.030.3, there are two (2) methods regulating the establishment of an AEOD: 1) private-initiated; and 2) city-initiated.

Any private application to establish an AEOD is first required to demonstrate support by submitting a written petition for approval from the owners of at least two-thirds or 66 percent (%) of the properties within the proposed boundary. Since adoption of the amending ordinance in December 2010, residents within the Old Southeast Neighborhood Association have worked diligently, and against difficult circumstances, to secure the minimum number of signatures required.

A city-initiated application may be processed without a petition for approval and without written support from at least two-thirds or 66 percent (%) of the properties within the proposed boundary. Recognizing the various challenges associated with securing the minimum number of signatures, then-City Council Member Jeff Danner requested the POD ("Person Officially Designated") to initiate an application for designation (city-initiated). On December 19, 2013, the City Council approved Mr. Danner's request to initiate a designation application that aligns, in whole or in part, with existing boundaries for the Historic Kenwood and Old Southeast Neighborhood Associations. This application, and its companion AEOD 2014-01-A, is presented in fulfillment of that approved request.

STAFF ANALYSIS

RESPONSES TO RELEVANT CONSIDERATIONS ON AMENDMENTS TO THE GENERAL LAND USE PLAN:

a. Compliance of probable use with goals, objectives, policies and guidelines of the City's Comprehensive Plan.

The following objectives and policies from the Vision and Land Use Element are applicable:

V2.1 *St. Pete Vision 2020*

The Vision 2020 process was born from concern by neighborhood activists, Planning Commissioners, City Council, City staff and the development community over construction and renovation activities that were difficult and often yielded unsatisfactory results.

Vision 2020 was designed to be a true dialogue exploring the nature of the community today and expectations for the future. It facilitated open discussion of many aspects of the City through the use of several techniques that included the perspective of national experts, City staff, the 2020 steering committee and a broad spectrum of over 375 citizen leaders and delegates. The goal was to create a setting for a productive discussion of commonly held values through Citizen Based Themes that should be considered in all subsequent community activities.

The sequence of the Charrette included several steps to facilitate a multi-party discussion that could be inclusive, informative and constructive. This included the following elements:

- Lecture series with community discussion.
- Citizen based photography and data gathering.
- Charrette with Themes, Framework and Visioning exercises resulting in various action items, indicators of success, and summary documents.

V2.2 *Citizen Based Themes ...*

Arts & Culture Mission Statement:

St. Petersburg is a city where arts and culture are integral to the daily lives of residents and visitors. The arts are experienced in public spaces throughout the City and are integral to planning, design, zoning, infrastructure, transportation and other development. The City is committed to the development of art activities, experiences, and programs that are economically and physically accessible and that appeal to diverse ages and communities. The City is committed to the expansion and support of its library system as a cultural resource.

Likes:

Diverse offering of museum, theater and cultural experiences, recent start-up artist spaces, civic events.

Dislikes:

Lack of regular museum hours, continued financial struggles of many artists and theaters, lack of visible art throughout city, lack of support or inclusion of local artists in many public or private projects, lack of recognition of art/culture as economic engine, lack of incorporation of art into public projects such as Pinellas Trail.

Results of a successful 2020 Vision Include:

- Consistent community involvement/use of cultural facilities and programs.
- A city of visible art and lively culture.
- Financial stability and sustainable funding through city actions, private partners and art institutions.
- City commitment to cultural programs and inclusion of art in capital improvement efforts.
- Sufficient and appropriate facilities.
- Integration of arts with education system.
- Develop a public art master plan.

OBJECTIVE LU1: The City shall take into account the citizen based themes noted in the Vision Element when considering development decisions.

LU1.1 When considering the probable use of land in a development application, the principles and recommendations noted in the Vision Element should be considered where applicable.

OBJECTIVE LU21: The City shall, on an ongoing basis, review and consider for adoption, amendments to existing or new innovative land development regulations that can provide additional incentives for the achievement of Comprehensive Plan Objectives.

LU21.1 The City shall continue to utilize its innovative development regulations and staff shall continue to examine new innovative techniques by working with the private sector, neighborhood groups, special interest groups and by monitoring regulatory innovations to identify potential solutions to development issues that provide incentives for the achievement of the goals, objectives and policies of the Comprehensive Plan.

b. Whether the proposed amendment would impact environmentally sensitive lands or areas which are documented habitat for listed species as defined by the Conservation Element of the Comprehensive Plan.

None.

c. Whether the proposed change would alter population or the population density pattern and thereby impact residential dwelling units.

The establishment of an AEOD creates no new allowance for residential units, nor does it increase the permissible density or floor area ratio.

- d. Impact of the proposed amendment upon the following adopted levels of service (LOS) for public services and facilities including but not limited to: water, sewer, sanitation, traffic, mass transit, recreation, stormwater management. (This analysis does not include the development potential of the existing Preservation land, which is considered negligible.)**

The establishment of an AEOD *will not* have a significant impact on the City's adopted levels of service for potable water, sanitary sewer, solid waste, traffic, mass transit, stormwater management and recreation. The effect of establishing an AEOD is most similar to the existing allowance for home occupations and hobbies, which are not subject to a level of service evaluation and who's impact was already considered in writing the adopted land development regulations.

- e. Appropriate and adequate land area sufficient for the use and reasonably anticipated operations and expansion.**

The land area is sufficient for the anticipated uses qualified by establishment of an AEOD.

- f. The amount and availability of vacant land or land suitable for redevelopment shown for similar uses in the City or in contiguous areas.**

Not comparable / applicable.

- g. Whether the proposed change is consistent with the established land use pattern.**

Establishment of an AEOD was originally contemplated for application in the Historic Kenwood and Old Southeast Neighborhood Associations. Non-residential land use types are authorized by reference in Section 16.30.030 of the LDRs and previously accommodated by amendments to the Dome Industrial Park Redevelopment Plan, Central Avenue Tomorrow Plan and St. Petersburg Vision 2020 Special Area Plans.

- h. Whether the existing district boundaries are logically drawn in relation to existing conditions on the property proposed for change.**

The proposed boundaries comport with the requirements for establishing district boundaries outlined in Section 16.30.030.3.

- i. If the proposed amendment involves a change from a residential to a nonresidential use, whether more nonresidential land is needed in the proposed location to provide services or employment to the residents of the City.**

No.

- j. Whether the subject property is located within the 100-year flood plain or Coastal High Hazard Area as identified in the Coastal Management Element of the Comprehensive Plan.**

According to the FEMA Flood Insurance Rate Map (FIRM), portions of the Old Southeast Neighborhood Association are located within the 100-year flood plain. Specifically, numerous properties are located in Special Flood Hazard Area X and AE, Flood Zone 8-feet, which requires that the top of the lowest habitable floor be at or above 8- feet NAVD (North American Vertical Datum).

k. Other pertinent facts.

None.

PUBLIC COMMENTS

As of the publication of this report, City staff has received the following public comments:

Old Southeast Artist Enclave (Overlay District)

Support – None

Opposed – 2 phone call

General Inquiry, No Stated Position – 2 phone calls

RECOMMENDATION

Staff recommends **APPROVAL** of the Official Zoning Map amendment to establish the Old Southeast Artist Enclave (Overlay District), on the basis that the request, *on balance*, is consistent with the goals, objectives and policies of the City's Comprehensive Plan.

ATTACHMENTS



EXISTING ZONING

CITY FILE
AEOD-2014-01-B
 SCALE: 1" = 418'

 SUBJECT AREA



9.0 STRATEGIES AND IMPLEMENTATION

The previously-adopted neighborhood plan for the Old Southeast was completed nearly 20 years ago, and while many of its recommendations were successfully implemented, as with any static document, its relevance to the neighborhood has faded over time. A neighborhood is a dynamic place, and its characteristics and priorities are constantly changing. A plan is most effective when it mixes vision with realism, providing both long-term ideas with a short-term toolkit of strategies to build community momentum.

To create an action-oriented plan that remains fresh and relevant to the community, priorities and strategies have been developed for both short-and long-term timeframes. This approach provides a framework designed to build momentum by achieving small wins early on during plan implementation. By placing some emphasis on the short term, it provides the neighborhood with realistic approaches that can be implemented immediately to build capacity within the community.

A number of priorities were developed for each of the neighborhood themes (Section 8.0) and their associated goals during the public engagement process. These priorities varied greatly from small neighbor-led

projects and initiatives to large-scale infrastructure investments. While all of these are important to meeting the neighborhood's goals, priority was given to the following:

- Those that had the greatest potential to be addressed through neighbor-led strategies.
- Those that were strongly supported during the public engagement process.
- Those that, through their implementation, would address multiple goals at once.

The five priority areas described on the next several pages were developed using input from the community and discussions with Community Services and other City staff. Each priority provides action steps that can be undertaken immediately as well as recommendations for additional efforts that the neighborhood may consider in future years. Ultimately, the way in which the neighborhood decides to address these priorities may change based on local conditions and unforeseen opportunities. None of the priorities or strategies detailed below are mutually exclusive from one another, and, in fact, there is a significant amount of overlap by design. Implementation of any of the items

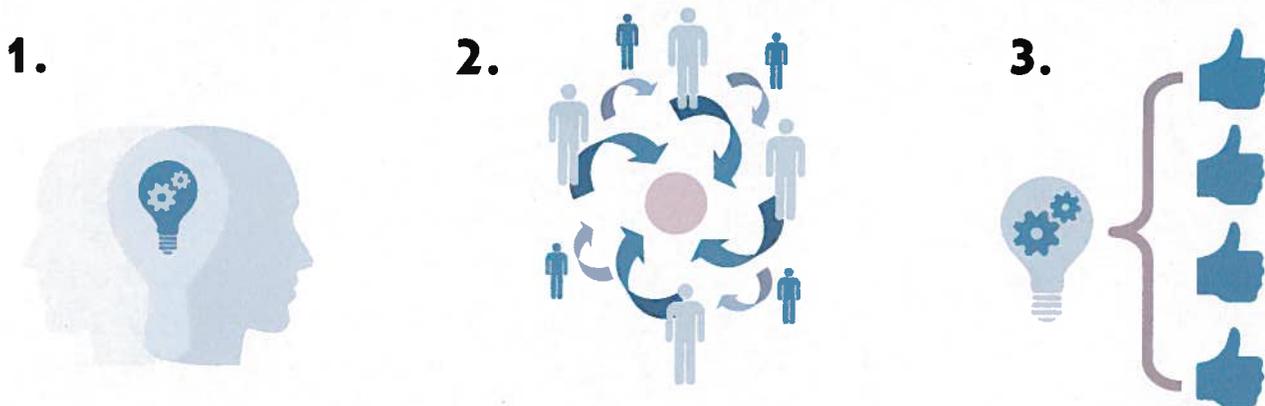


Figure 9.1: Steps from ideas to implementation

will build capacity within the neighborhood to accomplish the next goal.

9.1 BUILDING NEIGHBORHOOD IDENTITY

Throughout the public engagement process, the residents of the Old Southeast voiced their desire to use the plan to build an identity for the neighborhood centered on art. The Old Southeast has long been home to a significant local artist community, and it is estimated that there are currently more than 80 professional artists living within its borders. This is not a surprise, given the neighborhood's beautiful setting, proximity to Downtown, and affordable housing stock, all of which have created a nurturing environment for artists to live and work..

St. Petersburg has long been known as a community that is supportive of art and artists, and it has been designated as the #1 Mid-Size Cities for Art for 2010–2012. In 2010, the City passed the Artist Enclave Overlay District (AEOD) to help create economic opportunities for artists in an effort to encourage their success and their long-term commitment to St. Petersburg. The adopted ordinance created Section 16.30.030 of the Land Development Regulations, which describes in detail how the AEOD is established and functions. The overlay district allows for a group of residential property owners to petition City Council to adopt an AEOD for all or part of a neighborhood. The

purpose of this overlay is:

... to encourage a mix of small-scale, home business uses oriented toward or supporting the visual, performing arts, while maintaining the residential character of the underlying residential neighborhood. This overlay district establishes enclaves predominantly within single-family residential neighborhoods where artists may live, create work, and market their art. Regulations are established to promote and achieve optimal conditions for artist functions, while maintaining adequate protection for adjacent properties.

Support must be gathered through a petition by two-thirds of the properties within the proposed overlay district. This petition must then be accompanied with an application to City Council for approval of the overlay district, which must be completed through a public hearing process.

Once approved, the AEOD allows for resident artists to sell their art pieces from their homes by appointment during specified business hours. The designation also allows for residents to teach classes and/or tutor students, though again there are restrictions on the specific time periods that this can occur. These allowances permit artists to forego the expense of displaying their art in galleries, while providing a way



Figure 9.2: The arts identity is its unique fingerprint

for potential customers to view the art up close before purchasing.

The overlay also allows for art-related events to be held through the City's temporary use permit process. The Land Development Regulations allow no more than 12 such events to occur within the city in a calendar year and dictates that permits will be granted on a first-come, first-served basis. This approach encourages interested Artist Enclaves to organize these events earlier in the year, which provides more time for marketing, fundraising, and coordination with the city as needed.

As of the completion of this plan, there are no officially-designated Artist Enclaves within the city, though there are initiatives by a number of neighborhoods to complete the petition/public hearing process.

IMPORTANCE TO OLD SOUTHEAST

The Old Southeast Neighborhood has long been known as a haven for the arts, and, in many ways, the neighborhood owes its unique character to its resident artists and other creative residents. The neighborhood's desire to build a community identity through the arts would be supported by the creation of an Artist Enclave. There are an estimated 80+ professional artists that currently reside in the Old Southeast, many of whom are civically-engaged community members. Designating the neighborhood as an Artist Enclave could do much to create a more supportive environment for them to thrive and would further differentiate the Old Southeast as a haven for artists within St. Petersburg.

Throughout the planning process, creating an Artist Enclave ranked at the top of the neighborhood priorities. There has been a recent effort, led by OSNA, to complete the designation process, but it has not yet been completed. The effort included neighborhood education about the benefits of the designation and an active attempt to collect the petition signatures

required for submitting an application to the City. At the time of the completion of this plan, this effort is ongoing.

The completion of the Artist Enclave designation process is only one part of building the neighborhood's arts identity. The success of the Artist Enclave will depend greatly upon the neighborhood's ability to build its "brand" as an true artist community, which will include a variety of different activities (i.e., fundraising, the development of marketing materials, events, etc.).

ACTION STEPS

The action steps described below lay out a framework for building the arts identity within the neighborhood. These action steps are separated into short-and long-term priorities. For the purposes of this plan, the short-term priorities are designed to be implemented in the 1–3 year timeframe, while the long-term priorities are intended for implementation in the 3+ year timeframe. The neighborhood should review the action steps on an annual basis to determine priorities.

SHORT-TERM STEPS

The first three years of implementation should be focused on the successful establishment of the Artist Enclave, the building of the Old Southeast "brand," and the hosting of the first neighborhood-wide art event.

- The neighborhood may establish an Arts Committee, presumably under OSNA, that will be charged within coordinating efforts to build the neighborhood's identity as an arts destination.
- The Arts Committee may move forward with the following steps to complete the successful designation of all or part of the neighborhood as an Artist Enclave:
 - ◊ Review and assess petitions collected and identify how many additional petitions are needed to meet the requirement that two-thirds of the residents within the proposed

overlay area are in support of the designation.

- ◊ Complete the application process and coordinate with the Planning and Economic Development Department for assistance through the application/public hearing process to gain final approval.
- ◊ Following the designation of the Artist Enclave, the Arts Committee, working with artists and residents within the neighborhood, may adopt a logo, colors, signage, and other branding elements for the Old Southeast Artist Enclave.
- ◊ The Arts Committee may develop a website that uses the branding elements and identifies the artists, provides contact information, and includes information on upcoming events.
- ◊ The Arts Committee may develop signage elements to be placed around the neighborhood to identify the Artist Enclave. Signage elements may be complementary to the existing neighborhood signage. Coordination with Community Services and other City of St. Petersburg Departments will be required to identify appropriate locations.

- ◊ The Arts Committee may begin preparations for the first Old Southeast Artist Enclave event, which should occur in early 2014. This event should be designed to raise money for ongoing marketing and informational activities.

LONG-TERM STEPS

The long-term action steps are focused on continuing to build interest in the Artist Enclave, holding additional events, and developing a public art program for the neighborhood.

- The Arts Committee may coordinate regular seasonal events for the Artist Enclave (minimum of two per year) to build interest in the neighborhood art scene and to raise money for future events and marketing expenses.
- The Arts Committee may coordinate efforts to develop, purchase, and place public art in the neighborhood. These efforts would likely include the following:
 - ◊ Coordinate with neighborhood residents, Community Services, the Cultural Arts Manager and other City Departments to identify locations within the public right-of-way and/or other publicly-owned property that could be used for public art

CASE STUDY: Village of the Arts, Bradenton, FL



Quick Facts:

- Established by the Bradenton Downtown Development Authority in 1999
- Overlay District contains over 42 acres and 240+ residential structures
- Operated by local non-profit: Artists Guild of Manatee County.

Derek Kilborn - Letter of artist enclave support from Old Southeast!

From: "Pete" <polivares@tampabay.rr.com>
To: <derek.kilborn@stpete.org>
Date: 9/19/2014 10:40 AM
Subject: Letter of artist enclave support from Old Southeast!

Dear Mr. Kilborn,

On behalf of the current board of the Old Southeast Neighborhood Association and an overwhelming number of Old Southeast residents based on signed ballots previously collected, we are in full support of the "artist enclave overlay district" designation for our neighborhood. Residents of the Old Southeast, artists and non artists alike, have spent a number of years and hundreds of volunteer hours successfully canvassing our neighborhood in support of this initiative. We have attempted to educate our neighbors about the specifics of the artist enclave designation by including it as a topic of our monthly general meetings, by numerous articles in our bimonthly newsletters, and by having information on hand at our most popular neighborhood events that sometimes draw up 150-200 neighbors. Although there has been some opposition, I believe there are currently a grand total of 2-3 ballots opposing the measure on file with approximately 262 +/- eligible households out of 556 supporting the measure. We believe this measure will benefit and enhance our neighborhood and not inconvenience or negatively impact any of our neighbors. The Old Southeast has always been known as a diverse, eclectic, and artsy neighborhood, we believe the "artist enclave overlay district" will not only sustain this identity, we believe it will enhance it.

Please let me know if I can provide any further information in order to help you apply the artist enclave overlay designation to our neighborhood in the near future.

Gratefully,
Pete Olivares
President, Old Southeast Neighborhood Association

Donna Marie Kostreva
206 17th Avenue Southeast
St. Petersburg, Florida 33701-5910



September 3, 2014

Mr. Robert Carter, Chairman, Community Planning and Preservation
Planning and Economic Development Department
1 4th Street North, City 33701

Dear Mr. Carter:
Re: Artist Enclave Overlay

Why do residents reject the "Artist Enclave" designation?

The Old Southeast has long been a hot bed of creativity since as early as 1904 when C. A Harvey dreamed of a world-class cruise port with tourist filled cafes at Bayboro Harbor. Other examples of creativity that spring to mind are neighbors Dave Ellis, who with the help of others, including Bob Devin Jones, turned the idea of backyard "salons" into what is now known as Studio 620 in our thriving downtown. Award winning potter and former neighbor, Russ Gustafson-Hilton, turned his vision of a home kiln into the Clay Factory, a thriving enterprise in the city's Warehouse Arts District.

Our innovative neighbors shared their vision to establish their works in commercial zones for the greater good.

In the mid 1980s we residents of the Old Southeast, objected to the increased commercial traffic making deliveries to the US Coast Guard Post Exchange. Our pickets, protests and letters to Congressman C.W. "Bill" Young, elicited the desired result, and funding was acquired to construct a by pass road to the Coast Guard, thus limiting traffic, while insuring the residential quality of the Old Southeast.

Old Southeast neighbors have consistently rejected numerous attempts to pass this "Artist Enclave" because it only helps artists who are unable to help themselves. The proposal has the potential to draw in more than 320 extra cars daily, as "buyers" into our residential neighborhood. We do not need the extra traffic, we are already quite a diverse neighborhood with desirable property values, and few neighbors have need for a purse made of palm fronds.

Please know I strenuously object to the creation of an artist enclave overlay in the Old Southeast. It is not needed, it will create an undue hardship on neighbors due to increased traffic flow, and it will destroy the residential feel currently enjoyed by our residents. Let those who wish to hawk their wares, do so in established commercial zones.

As Paul Harvey said, "Now you know the rest of the story."

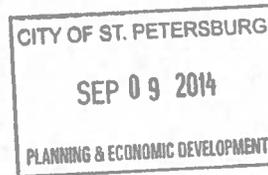
Sincerely,


Donna Marie Kostreva

Terry and Mary Mooney
2360 7th Avenue North
St Petersburg Florida
33713

RE: Application to establish an artist enclave overlay district
(City file : AEOD 2014-01)

9/5/2014



Community Planning and Preservation Commission,

We would like to voice our concern regarding the application requesting to establish our residential neighborhood as an Artist Enclave Overlay District (in application City file AEOD 2014-01). We have lived in our home for 21 years, we have raised three children here and all and all it is an affordable, reasonably safe and pleasant neighborhood to live in. This is our home.

The one problem we have in this neighborhood is parking. There are 11 houses on our block. The street is narrow with parking on one side of the street only. Most neighbors have two vehicles one neighbor even has three vehicles. Parking can be challenging to put it mildly. Many of the old garages have been converted to living space and some are rental units which add to the already dismal parking situation. It is not unusual to come home from work and not be able to park on our own block. I have come home from the grocery store and had to double park to unload my groceries then go find somewhere to park.

We also have a daughter with cerebral palsy who has a seizure disorder. When she has a seizure or dizzy spell she cannot walk without assistance. If there is nowhere to park during one of these spells I have to double park, help my daughter get to a safe place then leave her alone to go find a parking space and walk home.

If anyone living in our neighborhood who deems themselves an artist is allowed to run a business from their home, have up to four appointments a day (how the four appointment limit is enforced is yet to be explained) and also employ one assistant (who will also need to park their vehicle on our streets all day) then the parking will go from bad to worse.

Furthermore when a disabled person decides to come to one of these home businesses what will happen? There won't be safe handicap parking spaces available or bathroom accessibility.....or maybe the disabled members of our community must simply figure that out for themselves. Are they not welcome? That is one of the reasons why there are rules regarding physical business locations where the public is invited. It's important. What happens when someone gets hurt in one of this home business? Is the unregulated business owner responsible or does the city get the bill since it says it is ok to run a business from your home and not adhere to any of the rules regarding safety and accommodation?

It seems to me as a way for these artists to enjoy all of the profits from running a business while taking none of the responsibilities. We live so close to a very vibrant and cultural downtown. It is a slap in the face to all the responsible business owners in the neighborhood who ARE required to follow the rules. It is a second slap in the face to the many residents of our neighborhood who would be severely and constantly negatively impacted by the very real parking problem in our neighborhood.

So it is for these reasons that we would like to register our opposition to turning our neighborhood into a business district exempt from any of the reasonable accommodations that responsible business owners all over our city must provide.

This is our home.

Thank you,
Terry and Mary Mooney

A handwritten signature in black ink, appearing to be "Terry and Mary Mooney".

ST. PETERSBURG CITY COUNCIL
Meeting of October 2, 2014

TO: The Honorable Bill Dudley, Chair, and Members of City Council

SUBJECT: Approval of funding for Social Services programs for the period of October 1, 2014 through September 30, 2015 in the amount of \$446,000.

EXPLANATION: The Social Services Allocation Committee ("SSAC") has met regularly during the past several months and has reviewed the applications submitted by social service organizations for City funding. For FY 2015, the SSAC considered funding for: Agencies that provide homeless services and homeless prevention services (HUD definition was included in the application) to the residents of St. Petersburg:

1. Highest priority and ranking was provided to agencies/programs serving families with minor or dependent children. This includes single parents with children or 2 parent families with children.
2. Second highest priority and ranking was provided to agencies/programs serving unaccompanied youth.
3. Third highest priority and ranking was provided to agencies/programs serving chronic homeless adults.

All interested parties were noticed on May 14, 2014 to submit applications for funding with a July 7, 2014 deadline. A Mandatory Bidders and Technical Workshop was held on June 6, 2014. On August 1, 2014 the SSAC met for review of the submitted applications. On August 27, 2014, the Social Services Allocation Committee (SSAC) met for deliberations and to make recommendations for funding in FY 2015. On September 15, 2014 the SSAC held a meeting to consider requests for reconsideration.

This year, 22 agencies requested funding for a total of 25 programs. The total amount requested was \$824,854. Administration and the SSAC recommended four programs/agencies receive non-competitive funds due to the critical role they have in the infrastructure of the homeless social services community: Pinellas County Homeless Leadership Board, 211 Tampa Bay Cares, Inc., Operation PAR, Inc. and St. Vincent de Paul (homeless persons storage units). Nineteen, (19) agencies applied for City funds through the competitive process, requesting a total of \$701,854 for twenty-one (21) programs.

The SSAC, as required by Council Resolution, has nine (9) members; one representative from City Council and eight (8) are appointed by the Mayor with the consent of the City Council.

The SSAC is recommending funding of sixteen (16) agencies and seventeen (17) programs (both competitive and non-competitive).

RECOMMENDATIONS:

The Social Services Allocation Committee recommends City Council approve the SSAC recommendation for funding for FY15 and approve the attached resolution approving funding for various social service agencies in the amount of \$446,000 for the period October 1, 2014 through September 30, 2015; authorizing the Mayor or his designee to execute the City's form grant agreement and all other documents necessary to effectuate these transactions; authorizing the City Attorney or his designee to make non-substantive changes to the City's form grant agreement; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: \$446,000 is available in Veterans, Social and Homeless Services Division (080-2327).

APPROVALS:

Administrative: M. A. Dore
Budget: Sh. J. [Signature]

ATTACHMENTS: Resolution

Resolution No. _____

A RESOLUTION APPROVING FUNDING FOR VARIOUS SOCIAL SERVICE AGENCIES IN THE AMOUNT OF \$446,000 FOR THE PERIOD OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE CITY'S FORM GRANT AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AUTHORIZING THE CITY ATTORNEY OR HIS DESIGNEE TO MAKE NON-SUBSTANTIVE CHANGES TO THE CITY'S FORM GRANT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg authorizes financial assistance to Social Service Agencies in the community; and

WHEREAS, the Social Service Allocations Committee has reviewed all eligible agencies and presented its recommendations for the period October 1, 2014 through September 30, 2015; and

WHEREAS, each eligible agency is a voluntary, non-profit corporation which is open to the public and dedicated to a valid public purpose; and

WHEREAS, the funds are available in the Veterans, Social & Homeless Services Department (080-2327) budget; and

WHEREAS, all agencies funded, as specified below, met the requirements set forth in the grant application and are required to execute the form grant agreement which sets forth the terms and conditions related to such funding.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that on the recommendation of the Social Services Allocations Committee the below agencies be funded, as listed, for the period October 1, 2014 through September 30, 2015:

Agency	Program	Amount	Use
211 Tampa Bay Cares, Inc.	211 Helpline-information and referral services	\$ 25,000	Salary: 2-1-1 Contact Center Representative
Alpha House of Pinellas, Inc.	Residential program for homeless/at-risk pregnant and parenting teens and young women	\$ 8,000	Salary: Cook
Boley Centers, Inc.	Housing and support for homeless families	\$ 35,000	Salary: Family Housing and Support Coordinator
Brookwood Florida-Central, Inc	Supportive transitional housing for abused, neglected and at-risk adolescent girls	\$24,000	Salary: Crisis Shift Worker
Community Action Stops Abuse, Inc. (CASA)	Emergency shelter for domestic violence victims	\$ 35,000	Salary: Daytime House Associate
Daystar Life Center, Inc.	Homeless Prevention & Homelessness-payment of rent and utilities	\$40,000	Utilities & Rent Assistance for Families & Individuals
Family Resources, Inc.	StreetSAFE-street outreach to homeless youth	\$10,000	Salary: Street Outreach Specialist/Other Expenses

Gulfcoast Legal Services, Inc.	Homeless Prevention & Outreach Project-legal assistance in obtaining public benefits (SSI, Food Stamps, medical care)	\$20,000	Salary: Homeless Prevention & Outreach Attorney and Paralegal
Operation PAR, Inc	St. Petersburg Homeless Street Outreach	\$38,000	Discretionary Funds for the St. Petersburg Street Outreach Team
Pinellas County Homeless Leadership Board, Inc.	Homeless Services Coordination & Delivery	\$25,000	Salary: Chief Executive Officer
Pinellas Opportunity Council, Inc.	Emergency Assistance Program-financial assistance with rent and utilities	\$20,000	Client Emergency Financial Asst. with Rent and Utilities
St. Petersburg Free Clinic, Inc.	We Help Program	\$27,000	Salary: Program Director of We Help Program
Society of St. Vincent de Paul South Pinellas, Inc.	Homeless Persons Storage Bins	\$35,000	Salary: Storage POD Attendant & Operating Expenses
	Family Shelter Program	\$20,000	Shelter for chronic homeless families
The Salvation Army of St. Petersburg	Family Shelter/Family Case Management Program	\$20,000	Salary: Case Specialist/Case Worker Positions
WestCare Gulfcoast Florida, Inc.	Mustard Seed Inn-transitional housing for homeless adults in substance abuse recovery	\$34,000	Salary: Lead Client Technician, Data Coordinator, Case Manager
YWCA of Tampa Bay, Inc.	YWCA/USF Family Village Housing & Support Services-emergency/transitional housing for families	\$ 30,000	Salary: Shelter Shift Monitors
TOTAL		\$446,000	

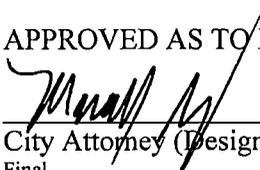
BE IT FURTHER RESOLVED that the form grant agreement is hereby approved.

BE IT FURTHER RESOLVED that the City Attorney or his designee is authorized to make non-substantive changes to the form grant agreement.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the form grant agreement and all other documents necessary to effectuate these transactions.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND SUBSTANCE:



 City Attorney (Designee)
 Final

**COUNCIL AGENDA
REPORT ITEM**

TO: Members of City Council
DATE: September 19, 2014
COUNCIL DATE: October 2, 2014
RE: *Red Light Camera Program Update Report*

ACTION DESIRED:

Respectfully requesting a report be made to City Council regarding the Red Light Camera program.

RATIONAL:

City Council approved terminating the Red Light Camera program by the end of September.

Wengay Newton, Council Member
District 7

CITY COUNCIL AGENDA REPORT

September 26, 2014

TO: The Honorable Members of City Council

SUBJECT: Dr. Carter G. Woodson African American History Museum Report

PRESENTER: Terri Lipsey Scott, Chair, Board of Directors

SCHEDULE FOR COUNCIL ON:

Agenda of October 2, 2014

Steve Kornell
Council Vice Chair



CITY OF ST. PETERSBURG

MEMORANDUM

TO: Council Chair Bill Dudley, and Members of City Council
FROM: Joe Zeoli, City Development Administration 
DATE: September 29, 2014
SUBJECT: St. Petersburg Baseball Commission, Inc. and Citrus Sports Group

.....

At City Council's September 18, 2014 meeting, City Administration provided an update on the continuing efforts of St. Petersburg Baseball Commission (SPBC) and Citrus Sports Group (CSG) to resolve their legal dispute regarding management of Al Lang Stadium. City Administration explained that efforts to develop new agreements with both parties for the management and operation of Al Lang Stadium and the Walter Fuller Baseball Complex were ongoing until SPBC's attorney sent the City a letter on September 17th halting further discussions.

Since that time, SPBC and CSG have continued to work through their issues and collectively came to the City last week to again seek our assistance in resolving these matters. Because of the on-going business activities of both SPBC and CSG, bringing this matter forward to City Council quickly was imperative.

Attached to this Memo is information related to the Report item being requested to be heard by City Council at your October 2nd meeting. The nature of the request is consistent with the information shared with Council at your September 11th Agenda Review meeting. The attached information includes:

- A summary background Memo prepared by City staff explaining, in general, the key business points and requested Council action.
- The proposed Final Agreements between the City and SPBC and Big 3 Entertainment (the management entity established by The Edwards Group).
- A joint letter from SPBC and CSG explaining their efforts to seek resolution of their dispute and explaining the nature of their confidential settlement agreement.
- A September 26th letter from SPBC's attorney (Englander Fischer) allowing the City to discuss management of Al Lang with Big 3 Entertainment.

cc: Mayor Kriseman
Gary Cornwell
David Metz

St. Petersburg City Council
Meeting of October 2, 2014

Report Item

To: The Honorable William Dudley, Chair, and Members of City Council

Subject: Partial termination of the agreement for management and operation of Al Lang Stadium and Walter Fuller Complex with St. Petersburg Baseball Commission, Inc.; approving a new management agreement for Al Lang Stadium with Big 3 Entertainment, LLC; and approving a restated and amended management agreement for the Walter Fuller Baseball Complex with St. Petersburg Baseball Commission, Inc.

BACKGROUND: As City Council is aware, there have been on-going disputes between Citrus Sports Group, LLC. (CSG) and the St. Petersburg Sports Commission, Inc. (SPBC) over the management of Al Lang Stadium. These disputes resulted in a lawsuit being initiated by CSG against SPBC. As part of the litigation process, both parties entered into mediation in an attempt to resolve the issues. This effort has led to a confidential settlement agreement. Both CSG and the SPBC approached the City to seek our assistance in the timely resolution of the dispute. Towards that end, SPBC has requested that their current management responsibilities for Al Lang Stadium be terminated and that they be allowed to enter into a new management agreement for the Walter Fuller Baseball Complex. CSG has requested that they, as the primary tenant at Al Lang Stadium, be allowed to enter into a management agreement for that facility.

St. Petersburg Baseball Commission

On February 12, 2009, the City issued a Request for Proposals for the management and operation of Al Lang Stadium and the Walter Fuller Baseball Complex. St. Petersburg Baseball Commission, Inc., a non-profit entity, was selected as the best Offeror, and the City and SPBC entered into an agreement on January 26, 2010 for the management and operation of Al Lang and the Walter Fuller Complex ("Agreement"). A First Amendment to the Agreement was executed on November 21, 2011 extending the Al Lang Term to September 30, 2016 and the Walter Fuller Term to September 30, 2014. On June 5, 2014 City Council approved extending the Walter Fuller Term till July 31, 2015.

SPBC is now requesting to terminate their management and operation of Al Lang Stadium effective September 22, 2014. Additionally, they are requesting that the City allow them to continue to manage and operate the Walter Fuller Baseball Complex for a new three (3) year Term beginning October 1, 2014 and ending on September 30, 2017. Citrus Sports Group has informed the City that they are no longer interested in proposing for the management of the Walter Fuller Complex and no other parties have expressed interest. City Administration has reviewed SPBC's request and concurs with the extension of the Walter Fuller Term subject to the following key business points:

Permitted Uses. The Facility shall be occupied, maintained, and used by Contractor for the purposes of baseball and other sports, leagues, teams, tournaments, camps, clinics, lessons, practices, games, strength and conditioning, rehabilitation and training, sports related retail sales, and schools for umpires, coaches, players and agronomy. Except for the permitted uses set forth herein, Contractor shall receive prior written approval from the City for all other uses of the Facility.

Signage. All signage (exterior and interior) to the Facility must be approved by the City and comply with all applicable Laws. The City shall have the right to place signage on one half of the outfield wall sign areas at the Facility. Allocation of outfield wall signage locations at the Facility shall be mutually agreed to by Contractor and City. The City shall have the right to retain all revenue related to the placement of signage on the City's half of the outfield signage locations at the Facility. The City shall control the signage and related revenue from any scoreboard at the Facility. The City shall have the right to display temporary interior and exterior signage at the Facility to support City and community events

Naming Rights. City shall have the right, at its expense, to rename or sell the name of the Facility and retain all revenue related thereto.

City's Operating Costs and Capital Repairs Responsibilities. City shall reimburse Contractor \$100,000 per Fiscal Year for operating costs incurred at the Facility as consideration for the City's use of the Facility as described below. The City agrees to fund up to one hundred thousand dollars (\$100,000) for Capital Repairs at the Facility per Fiscal Year, commencing with Fiscal Year 2015.

Taxes. Contractor shall pay all taxes associated with the use and operation of the Facility including but not limited to ad valorem taxes.

City's Use of the Facility. The City may reserve for its own use, or use by others, up to four (4) dates at the Walter Fuller Complex each Fiscal Year for events and activities to be sponsored by the City. In addition to using the Facility on City Use Dates, the City shall be entitled to use the Facility for City Events of Precedent up to ten (10) dates from March 1 through March 17, and up to ten (10) dates from September 1 to November 30 each Fiscal Year on dates established by the City. City Events of Precedent are: (i) International Baseball Tournaments/Leagues, games and practices; (ii) World Baseball Classic (WBC) events, including exhibition games and practices; and (iii) WBC training at Walter Fuller Complex.

Citrus Sports Group/Big 3 Entertainment

As the primary tenant of Al Lang Stadium, the Rowdies (a professional NASL soccer program) desire to directly manage the Stadium to ensure the facility is operated in a manner consistent with their business philosophy. They are requesting the City to enter into a new management and operation agreement for Al Lang Stadium with Big 3 Entertainment, LLC – the current managers of the City's Mahaffey Theater. City Administration is in concurrence with this request subject to the following key business points:

Contractor Duties. Contractor shall be responsible for all operational costs including but not limited to utilities, phone and data services, grounds maintenance services, custodial services, elevator maintenance and repairs, and heating and cooling system maintenance and repairs. Contractor shall also be responsible for all capital repair and maintenance costs of the Facility.

Term. The term of the Agreement shall commence on September 22, 2014, and terminate on November 30, 2018.

Permitted Uses. The Facility shall be occupied, maintained, and used by Contractor for the purposes of soccer and other sports, leagues, teams, tournaments, camps, clinics, lessons, practices, games, strength and conditioning, rehabilitation and training, sports related retail sales, and schools for umpires/referees, coaches, players and agronomy. The Facility may also be used for other events that will not materially damage the playing field surfaces including but not be limited to concerts, festivals and graduations, provided, however that the Contractor must receive written approval from the City to book and/or hold a concert or any other event at the Facility with amplified music. Except for the permitted uses set forth herein, Contractor shall receive prior written approval from the City for all other uses of the Facility.

A minimum of 10 non-soccer related public events will be held at Al Lang Stadium each Fiscal Year during the Term (e.g. concerts, lacrosse, rugby, etc).

Condition of Facility. Contractor has inspected the Facility and accepts the condition of the Facility in an "as is" condition.

Signage. All signage (exterior and interior) to the Facility must be approved by the City and comply with all applicable Laws. The City shall have the right to place signage on one half of the outfield wall sign areas at the Facility. The City shall control and retain any revenue generated from all exterior signage at Al Lang, including the exterior marquee sign. The City shall control the signage and related revenue from the Al Lang scoreboard until the scoreboard is replaced by Big 3, then all revenue and control of the scoreboard shall flow to Big 3; except that the City shall have the rights to free placement of ads and/or sponsor information as will be mutually agreed upon between the City and Big 3.

Naming Rights. City shall have the right, at its expense, to rename or sell the name of the Facility. Any net naming rights proceeds less selling expenses and/or commissions up to one hundred thousand dollars (\$100,000) per Fiscal Year shall be shared as follows: eighty percent (80%) to City and twenty percent (20%) to the Contractor.

Grand Prix Race Agreement and Saturday Morning Market. The Agreement is subject to current and future agreements with third parties for the conduct of racing events in downtown St. Petersburg. The Agreement is subject to current and future agreements with third parties for the conduct of a Saturday Morning Market in the parking areas of Al Lang Stadium

Parking. The City reserves the right to manage and operate any and all parking at the Al Lang parking lot during the Al Lang Term. The City will retain all gross sales and profits from parking operations except for Al Lang Event parking occurring after 6 p.m. on weekdays and all day on weekends and holidays. For purposes of this paragraph, an Al Lang Event is defined as a public event occurring within the field area of Al Lang Stadium. Within 45 days of each month end, the City will remit to Contractor the net profit, if any, from Al Lang Event parking. Net profit shall be gross sales less any direct parking expenses. Should there be a net loss from the Al Lang Event parking in any given month, the City shall invoice Contractor for this amount. Contractor shall remit to City the amount of the net loss within 30 days of the invoice date.

Capital Repairs Responsibilities. The Contractor agrees to fund and perform a minimum of \$1,500,000 of Capital Repairs and Improvements to the Facility during the first 2 years of the Term.

City's Use of the Facility. The City may reserve for its own use up to four (4) dates rent free at Al Lang each Fiscal Year for events and activities to be sponsored by the City ("City Use Dates"), not including the Grand Prix Race Event.

AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into on the ____ day of October, 2014 (“Execution Date”), by and between Big 3 Entertainment, LLC (“Contractor”), and the City of St. Petersburg, Florida (“City”) (collectively, “Parties”).

WITNESSETH:

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Contractor Duties.

- A. Contractor shall perform the scope of services set forth in Appendix A for the City in full and complete accordance with this Agreement (“Scope of Services”). The Scope of Services shall include but not be limited to field maintenance requirements set forth in Attachment 1 of the Scope of Services, building and facility maintenance set forth in Attachment 2 of the Scope of Services and custodial services set forth in Attachment 3 of the Scope of Services. Without limiting the generality of the foregoing, Contractor shall provide all labor, supervision, materials, training and equipment to manage, maintain and operate Al Lang Stadium (“Facility”). The Facility is the area designated as the Facility in Appendix B and shall include ingress, egress and approaches thereof and thereto. Contractor shall be responsible for all operational services including but not limited to utilities, phone and data services, grounds maintenance services, custodial services, elevator maintenance and repairs, and heating and cooling system maintenance and repairs. Contractor shall also be responsible for all maintenance costs of the Facility. In addition, Contractor shall be responsible for all of the management, staffing, proper handling of the Facility’ funds, fire prevention, energy conservation efforts, marketing, advertising and financial accounting services.
- B. Contractor shall cause to be conducted at the Facility, at no cost to the City, a minimum of ten (10) non-soccer related events per Fiscal Year.
- C. Contractor shall cooperate with the City in matters related to the Facility that come before the Pinellas County Tourist Development Council.
- D. Contractor shall perform all its duties pursuant to this Agreement at its sole expense and without any City funding unless otherwise agreed upon by the City in writing and subject to all required Approval (as hereinafter defined).
- E. For purposes of this Agreement, “Fiscal Year” means that period of time from

October 1 to September 30 each year; “days” means calendar days; and “business days” means days on which City Hall is open for business.

2. **Term.** The term of this Agreement shall commence on October 3, 2014, and terminate on November 30, 2018, unless this Agreement is earlier terminated pursuant to this Agreement. This Agreement may be extended under the same terms and conditions upon mutual written agreement of the Parties. Any extension is subject to the length of the term limitations of the City Charter. References in this Agreement to “Term” shall include the initial term and all extensions thereof.

3. **Indemnification.**

A. Contractor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, “Indemnified Parties”) from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, “Claims”), whether or not a lawsuit is filed, including but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities, and costs, expenses and attorneys’ and experts’ fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

- (1) The performance of this Agreement (including any amendments thereto) by Contractor, its employees, agents, representatives, contractors, subcontractors, or volunteers; or
- (2) The failure of Contractor, its employees, agents, representatives, contractors, subcontractors or volunteers to comply and conform with applicable Laws (as hereinafter defined); or
- (3) Any negligent act or omission of Contractor, its employees, agents, representatives, contractors, subcontractors, or volunteers, whether or not such negligence is claimed to be either solely that of Contractor, its employees, agents, representatives, contractors, subcontractors, or volunteers or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or
- (4) Any reckless or intentional wrongful act or omission of Contractor, its employees, agents, representatives, contractors, subcontractors or volunteers.

B. Without limiting the generality of the foregoing, Contractor specifically acknowledges that the indemnity undertaking herein shall apply to Claims in

connection with or arising out of the transportation, use, storage, maintenance, generation, manufacturing, handling, disposal, release or discharge of any Hazardous Material (as hereinafter defined) by Contractor, its employees, agents, representatives, contractors or subcontractors and Claims in connection with or arising out of any violation of Paragraph 47; provided, however that Contractor's obligations pursuant to this Paragraph 3.B. shall not apply to any other Claims related to environmental contamination.

- C. Contractor shall not be responsible for Claims caused by the sole negligence of the City.
- D. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and shall survive termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to termination of this Agreement.

4. **Insurance.**

- A. Contractor shall carry the following minimum types and amounts of insurance at its own expense:
 - (1) Commercial general liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate in occurrences form. This policy shall include coverage for (i) personal injury or death or property damage or destruction; (ii) business interruption; (iii) fire legal liability in the minimum amount of One Hundred Thousand Dollars (\$100,000); and (iv) contractual liability under this Agreement.
 - (2) Automobile liability insurance of \$1,000,000 combined single limit covering all owned, hired and non-owned vehicles.
 - (3) Workers' Compensation insurance as required by Florida law and Employers' Liability insurance in an amount of at least \$500,000 each accident, \$500,000 per employee, and \$500,000 for all diseases.
 - (4) Liquor Liability Insurance in the amount of One Million Dollars (\$1,000,000).
- B. All of Contractor's insurance policies, except Workers' Compensation, shall name the Indemnified Parties as additional insureds.

- C. Contractor shall provide the City with Certificates of Insurance on a standard ACORD form reflecting all required coverage. At the City's request, Contractor shall provide copies of current policies with all applicable endorsements.
 - D. The insurance documented in the Certificates of Insurance shall provide the City at least thirty (30) days advance written notice of cancellation, non-renewal or material change in coverage. Renewal certificates shall be provided to the City annually.
 - E. All insurance required shall be provided by responsible insurers licensed in the State of Florida and rated at least A- in the then current edition of Best's Insurance Guide.
 - F. Contractor hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties. This provision is intended to waive fully, and for the benefit of the Indemnified Parties, any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier.
 - G. The City shall have the right to reasonably increase the amount or expand the scope of insurance to be maintained by Contractor hereunder from time to time.
5. **Condition of Facility.** Contractor has inspected the Facility and accepts the condition of the Facility in an "as is" condition. By virtue of such inspection, Contractor is satisfied that the Facility is safe and acceptable for the permitted uses set forth in this Agreement. The City has made no representations, statements, or warranties, either expressed or implied, as to the condition of the Facility, or as to its fitness for a particular use. The City and its respective agents and employees shall not be responsible or liable at any time for (i) any defects, latent or otherwise, in the Facility or any building or improvements therein or in any of the equipment, machinery, utilities, appliances or apparatus therein, or (ii) for any loss of life, or injury or damage to any person or to any property or business of Contractor or those claiming by, through or under Contractor, regardless of the cause.
6. **Return of Facility Upon Termination.** Contractor shall, on or before termination of this Agreement, remove all goods and effects of Contractor, repair any damage caused by such removal and surrender and deliver up the Facility, broom clean and in good order, condition and repair, ordinary wear and tear excepted. Any property not removed within twenty-four (24) hours after termination of this Agreement shall be deemed to have been abandoned by Contractor, and may be retained or disposed of by the City, as the City shall desire.
7. **Permitted Uses.**
- A. The Facility shall be occupied, maintained, and used by Contractor for the primary purpose of providing the home field for the Tampa Bay Rowdies ("Rowdies"), a member of the North American Soccer League, and for other sports, leagues, teams, tournaments, camps, clinics, lessons, practices, games, strength and conditioning,

rehabilitation and training, sports related retail sales, and schools for umpires, coaches, players and agronomy.

- B. The Facility may also be used for other events that will not materially damage the playing field surfaces including but not be limited to concerts, festivals and graduations; provided, however, that Contractor must receive the City's prior written approval of a noise management plan for any event at the Facility with amplified music. Contractor must submit a proposed noise management plan to the City at least two (2) weeks prior to any event at the Facility with amplified music. Such proposed noise management plan shall include (at a minimum): (i) start and end times of the event; (ii) the direction of the speakers; and (iii) and any other relevant information regarding noise management. No later than three (3) business days after receiving Contractor's written request for approval of a proposed noise management plan, the City will provide a response either approving the plan, approving the plan subject to modifications or conditions, or rejecting the plan. Contractor may send written requests for City approval of a proposed noise management plan via email to the director of City Development Administration.
 - C. Contractor shall not use or allow the use of the Facility except as permitted above, unless otherwise agreed upon by the City in writing.
8. **Substantial Damage.** If the Facility is damaged substantially by fire, flood or other cause so as to render the Facility untenable as determined by the City in its sole and absolute discretion, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.
9. **Right of Entry.** The City shall have the right (twenty-four (24) hours a day, seven (7) days a week) to enter and inspect the Facility.
10. **Clean-up, Facility Maintenance and Equipment Maintenance.**
- A. During performance of any work at the Facility and upon completion of the work, Contractor shall clean and remove from the work site all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, including property that was damaged or destroyed, and shall leave the work site in a neat and presentable condition.
 - B. Contractor shall keep the Facility neat and clean and clear of all rubbish and non-essential items.
 - C. In addition to other equipment maintenance requirements that are included in the Scope of Services, Contractor shall provide personnel, equipment, parts and supplies

necessary for the maintenance and repair of the laundry appliances and accessories so as to provide for continuous service to the users.

11. **Notices.** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

CITY:

City of St. Petersburg
175 5th Street North
St. Petersburg, FL 33701
Attn: City Development Administration
Phone: 727-892-5400

CONTRACTOR:

Big 3 Entertainment, LLC
150 Second Avenue North
St. Petersburg, Florida 33701
Attn: William Edwards, CEO
Phone: 727-851-9500

12. **Severability.** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.
13. **Due Authority.** Each party to this Agreement represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.
14. **Assignment.** Contractor shall make no assignment of any of its rights, duties, or obligations under this Agreement without City Council's prior written approval, which approval may be withheld by City Council in its sole and absolute discretion.

15. **Termination.**

- A. In addition to the City's other rights to terminate this Agreement, the City may terminate this Agreement upon written notice to Contractor in the event Contractor defaults on any of the terms or conditions of this Agreement and such default continues for a period of thirty (30) days following notice from the City specifying the default.
- B. If the City determines that Contractor has failed to comply with Paragraph 50, the City shall provide Contractor with notice of such default and Contractor shall have five (5) days to cure such default in a manner determined to be acceptable by the City in its sole and absolute discretion, otherwise the City may terminate this Agreement at the conclusion of such five (5) day cure period.
- C. The City may terminate this Agreement upon written notice to Contractor in the event the Rowdies are no longer a member of the North American Soccer League or Major League Soccer, or if the Rowdies voluntarily relocate any home game from the Facility without the City's prior written approval, unless such relocation is temporary and due to circumstances beyond the control of Contractor or the Rowdies.
- D. In addition to Contractor's other rights to terminate this Agreement, Contractor may terminate this Agreement: (i) upon written notice to the City in the event the City defaults on any of the terms or conditions of this Agreement and such failure continues for a period of thirty (30) days following notice from Contractor specifying the default, or (ii) if Contractor's tax liability under Paragraph 45 exceeds one hundred thousand dollars (\$100,000.00) in any calendar year; provided, however, that Contractor shall remain obligated to pay its portion of any such tax liability already assessed for the year in which such termination occurs.

16. **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida and shall inure to and be binding upon the Parties, their successors and assigns. Venue for any action brought in state court shall be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. The Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

17. **Contract Adjustments.**

- A. Either party may propose additions, deletions or modifications to the Scope of Services ("Contract Adjustments") in whatever manner such party determines to be reasonably necessary for the proper completion of the services. Proposals for

Contract Adjustments shall be submitted to the non-requesting party on a form provided by the City. Contract Adjustments shall be effected through written amendments to this Agreement, signed by authorized representatives of the Parties.

- B. In the event Contractor proposes a Contract Adjustment and the City does not approve such Contract Adjustment, Contractor will continue to perform the original Scope of Services in accordance with the terms and conditions of this Agreement.
18. **Amendment.** This Agreement may be amended only in writing executed by the Parties.
19. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties related to the subject matter hereof and supersedes all prior and contemporaneous agreements, whether oral or written, between them.
20. **Compliance with Laws.** Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Florida Public Records Law (e.g., Chapter 119, Florida Statutes). Contractor acknowledges that there are Laws applicable to the construction of public buildings and repairs upon public works, including but not limited to Laws requiring execution and delivery of a performance and payment bond (e.g., Section 255.05, Florida Statutes).
21. **Third Party Beneficiary.** No persons other than Contractor and the City and their successors and assigns shall have any rights whatsoever under this Agreement.
22. **No Liens.** Contractor shall not suffer any liens to be filed against the Facility or any other City property by reason of any work, labor, services or materials performed at or furnished to the Facility or any other City property, to Contractor, or to anyone using the Facility or any other City property through or under Contractor. Nothing contained in this Agreement shall be construed as a consent on the part of the City to subject the Facility or any other City property or any part thereof to any lien or liability under any Laws.
23. **No Construction Against Preparer of Agreement.** This Agreement has been prepared by the City and reviewed by Contractor and its professional advisors. The City, Contractor and Contractor's professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the City or Contractor or against the City or Contractor merely because of their efforts in preparing it.
24. **Non-appropriation.** The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year.

Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

25. **City Consent and Action.**

A. For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement (“Approval”) by the City means the Approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

B. For purposes of this Agreement, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

26. **Captions.** Captions are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

27. **Books and Records.** Contractor shall prepare in accordance with generally accepted accounting practice and shall keep, at the address for delivery of notices set forth in this Agreement, accurate books of account. All books and records, including tax returns, with respect to Contractor managing, maintaining and operating the Facility pursuant to this Agreement shall be kept by Contractor and shall be open to examination or audit by the City for a period of five (5) years following termination of this Agreement. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.

28. **Survival.** All obligations and rights of any party arising during or attributable to the period prior to termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive termination of this Agreement.

29. **Force Majeure.** In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts (“Permitted Delay”), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.

30. **No Waiver.** No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by Contractor shall not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.
31. **Permits and Licenses.** Contractor shall be responsible for obtaining any and all necessary permits, licenses, certifications and approvals which may be required by any government agency in connection with Contractor's performance of this Agreement. Upon request of the City, Contractor shall provide the City with written evidence of such permits, licenses, certifications and approvals.
32. **Successors and Assigns.** This Agreement shall inure to the benefit of and be enforceable by and against the Parties, their heirs, personal representatives, successors, and assigns, including successors by way of reorganization.
33. **Subcontract.** Contractor shall promptly pay all subcontractors and suppliers. Any subcontracting shall be subject to all the terms and conditions and other provisions of this Agreement. Notwithstanding any such subcontracting, Contractor shall remain obligated and responsible to the City for the performance of and compliance with all terms and conditions and other provisions of this Agreement.
34. **Relationship of Parties.** Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts.
35. **Personnel.** The City reserves the right to require Contractor to replace any persons performing services pursuant to this Agreement, including but not limited to Contractor's employees and any affiliates' or subcontractors' employees, whom the City judges to be incompetent, careless, unsuitable or otherwise objectionable, or whose continued use is deemed contrary to the best interests of the City.
36. **Signage.**
 - A. All signage (exterior and interior) at the Facility must comply with applicable Laws.
 - B. Contractor shall control the interior signage at the Facility and retain all revenue generated from the interior signage; provided, however, that (i) the City shall have

the right to place signage on one half of the outfield wall sign areas at the Facility, (ii) allocation of outfield wall signage locations at the Facility shall be mutually agreed upon by Contractor and the City, (iii) the City shall have the right to retain all revenue related to the placement of signage on the City's half of the outfield signage locations at the Facility, and (iv) the City shall have the right to display temporary interior signage at the Facility to promote City and community events as mutually agreed upon by the Parties.

C. Notwithstanding the foregoing, the City shall control the signage and related revenue from the Facility scoreboard; provided, however, that if Contractor replaces the existing Facility scoreboard in connection with making Privately Funded Improvements (as hereinafter defined), Contractor shall control the signage and related revenue from the new scoreboard, subject to the City being permitted to advertise City and community events on the scoreboard as mutually agreed upon by the Parties.

D. The City shall control all exterior signage at the Facility, including the exterior marquee sign, and retain all revenue generated from the exterior signage.

37. **Naming Rights.** The City shall have the right, at its expense, to rename or sell the name of the Facility. Any net naming rights proceeds less selling expenses and/or commissions up to one hundred thousand dollars (\$100,000) per Fiscal Year shall be shared as follows: eighty percent (80%) to the City and twenty percent (20%) to Contractor. Any net naming rights proceeds less selling expenses and/or commissions in excess of one hundred thousand dollars (\$100,000) per Fiscal Year shall be shared as follows: twenty percent (20%) to the City on the amount that exceeds one hundred thousand dollars (\$100,000) and eighty percent (80%) to Contractor on the amount that exceeds one hundred thousand dollars (\$100,000). For example, if the net naming rights proceeds less selling expenses and/or commissions are \$125,000 for Fiscal Year 2015, the City would retain eighty percent (80%) of \$100,000 and twenty percent (20%) on the remaining amount of \$25,000 and Contractor would receive twenty percent (20%) of \$100,000 and eighty percent (80%) on the remaining amount of \$25,000. Any naming rights proceeds due to Contractor pursuant to this Agreement shall be paid by the City to Contractor within ten (10) days of receipt of the gross naming rights proceeds received by the City from the naming rights sponsor.

38. **Non-Discrimination.** Contractor shall not discriminate against anyone in the use of the Facility because of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information or other protected category.

39. **Appendices.** Each appendix to this Agreement, including all attachments to each appendix, is an essential part hereof and is incorporated herein by reference.

40. **Grand Prix Race Agreement and Grand Prix Race Event; Saturday Morning Market.**

- A. Grand Prix Race Agreement: This Agreement is subject to current and future agreements with third parties for the conduct of racing events in downtown St. Petersburg (any such agreement hereinafter referred to as “Grand Prix Race Agreement”) and all rights (exclusive rights and other rights) and authority granted thereunder, including but not limited to rights related to use of the Facility. Without limiting the generality of the foregoing, Contractor acknowledges and agrees that (i) the Facility and Contractor’s business operations will be impacted by Race Events and other activities that will occur before, during and after Race Events (e.g., construction, set-up and tear down activities), and (ii) that the Facility will be closed to the general public for certain periods of time in connection with Race Events (although ticket holders for Race Events may have access to the Facility). In the event of a conflict or ambiguity between this Agreement and any Grand Prix Race Agreement, the Grand Prix Race Agreement shall prevail. As used herein, the terms “Race Event,” “Race Area,” “Race Promoter” and “Race Period” shall have the meanings set forth in the Grand Prix Race Agreement.
- B. Grand Prix Race Event: In the absence of a written agreement between Contractor and Race Promoter which specifically provides otherwise, Contractor shall comply with the following regulations pertaining to the Facility during Race Events, and such other regulations as may be imposed by the City from time to time:
- (1) Temporary outdoor uses are prohibited.
 - (2) All uses, including but not limited to retail and food uses, operating from temporary or portable structures or vehicles such as semi-trailers, step vans, recreational or other vehicles with cooking facility, are prohibited.
 - (3) Sale or distribution of food or any other item outside the interior premises is prohibited.
 - (4) Temporary structures, including tents, shall not be erected and are prohibited.
 - (5) Temporary signs, including signs on vehicles and buildings, visible from a street right-of-way and/or the Race Area are prohibited. Any sign erected shall be a permanent sign which has received the required permits.
 - (6) Streamers, pennants, banners and inflatables, located within the Facility, which are visible from any street right-of-way and/or the Race Area, are prohibited.

- C. Saturday Morning Market: This Agreement is subject to current and future agreements with third parties for the conduct of a Saturday Morning Market in the Al Lang Parking Lot (any such agreement hereinafter referred to as "Saturday Morning Market Agreement") and all rights (exclusive rights and other rights) and authority granted thereunder, including but not limited to rights related to use of the Al Lang Parking Lot. For purposes of this Agreement, Al Lang Parking Lot shall mean the area designated by the City as the Al Lang Parking Lot. Following the Execution Date, the City shall not enter into any Saturday Morning Market Agreement that grants any third party use of the Al Lang Parking Lot after 4:00pm on any Saturday.

41. **Al Lang Parking Lot.**

- A. The City or its third party manager shall manage and operate all parking at the Al Lang Parking Lot during the Term. The City will retain all gross sales and profits from parking operations except for net profits related to parking for any Al Lang Event, which net profits shall be remitted by the City to Contractor subject to and in accordance with this Paragraph 41. For purposes of this Paragraph 41, an Al Lang Event is defined as a public event within the field area of the Facility occurring after 6 p.m. on weekdays or on weekends or holidays.
- B. Contractor shall notify the City of each Al Lang Event no later than sixty (60) days prior to the event (or such shorter period of time agreed upon by the City). Subject to Paragraph 40, the City shall not enter into any agreement for use of the Al Lang Parking Lot during an Al Lang Event without the written approval of Contractor, which approval shall not be unreasonably withheld. In the event that the City desires to use the Al Lang Parking Lot on a date for which the City has not received notice of an Al Lang Event, the City will provide Contractor with notice of the date requested. No later than five (5) business days after receiving such request from the City, Contractor shall advise the City if such date will conflict with a tentative Al Lang Event that has not yet been scheduled. If Contractor advises that such date does not conflict with a tentative Al Lang Event, the City shall have reserved use of the Al Lang Parking Lot for such date and Contractor shall have no right to cancel the City's use of the Al Lang Parking Lot on such date. If Contractor advises that such date does conflict with a tentative Al Lang Event, the City and Contractor shall schedule a meeting to discuss the conflict.
- C. At least one (1) week prior to any Al Lang Event, Contractor shall submit to the City a proposed Al Lang Event parking plan. Such parking plan shall include (at a minimum): (i) the requested amount of staffing; (ii) number of hours the Al Lang Parking Lot should be staffed; (iii) start and end times of the Al Lang Event; (iv) allocation of the parking areas by user (e.g., Contractor's staff, VIP, Rowdies' season ticket holders, and general public); and (v) proposed parking rates. No later than three (3) business days after receiving Contractor's written request for approval of such

proposed Al Lang Event parking plan, the City will provide a response either approving the plan, approving the plan subject to modifications or conditions, or rejecting the plan. Contractor may submit a proposed Al Lang Event parking plan to be used for a reoccurring Al Lang Event (i.e., Rowdies home games). Any approved Al Lang Event parking plan (whether approved as submitted or approved subject to modifications or conditions) shall be implemented by the City or its third party manager. Contractor agrees to cooperate with the City or its third party manager to address any issues related to an Al Lang Event parking plan that arise during an Al Lang Event (e.g., less space due to vehicles remaining in the Al Lang Parking Lot after 6 p.m. that are permitted pursuant to a monthly parking agreement). Within forty-five (45) days after an Al Lang Event, the City will remit to Contractor the net profit, if any, from parking pursuant to an Al Lang Event parking plan. Net profit shall be gross sales less any reasonable parking expenses directly associated with the Al Lang Event. Should there be a net loss from parking pursuant to an Al Lang Event parking plan, the City shall invoice Contractor for this amount. Contractor shall remit to the City the amount of the net loss within thirty (30) days of the invoice date. The City shall retain records for the parking expenses charged to Contractor pursuant to this Paragraph 41 (which records shall describe such expenses), permit Contractor access to such records, and provide Contractor with a list of such parking expenses along with the remitted net profit from parking pursuant to an Al Lang Event.

- D. Subject to Paragraph 40, the City will provide Contractor up to twelve (12) reserved parking spaces in the Al Lang Parking Lot for Contractor's use at no cost to Contractor; provided, however, that the City shall have the right to immediate access and use of the Al Lang Parking Lot (with no guarantee of any reserved parking spaces) at any time upon verbal notice to Contractor.
- E. If Contractor desires to use the Al Lang Parking Lot for any activity or purpose other than parking for an Al Lang Event pursuant to an Al Lang Event parking plan, Contractor shall obtain prior written approval from the City. If approved by the City, Contractor shall execute all documents required by the City or its third party manager and shall name the City and its third party manager as additional insureds on all required policies of insurance.
- F. For purposes of this Paragraph 41, the City and Contractor may send written notices and written requests via email to the individuals designated by the City and Contractor for such purpose.

42. **Capital Improvements.**

- A. Capital Improvements shall mean repairs, renewals, and replacements of the Facility buildings, structures, equipment or fixtures which have an expected useful life greater than three (3) years. Capital Improvements include but are not limited to buildings;

appurtenances (e.g., fences, roofs, walls and bleachers); heating, ventilation, air conditioning, mechanical, electrical and plumbing systems; elevators; irrigation; and field turf. All other improvements and repairs shall be considered operations and maintenance.

- B. Contractor shall not make any Capital Improvements (including but not limited to Privately Funded Improvements as defined below) without, in each case, first obtaining the prior written approval of the City. All Capital Improvements (including but not limited to Privately Funded Improvements as defined below) shall immediately become the property of the City.
- C. The City retains sole and absolute discretion on the allocation of City funding for Capital Improvements and the City shall have no obligation to fund any Capital Improvements. The City also retains the sole and absolute discretion to perform Capital Improvements. In the event the City and Contractor mutually agree that Contractor shall be responsible for accomplishing a City funded Capital Improvement, the City and Contractor shall execute a task order which shall include the terms and conditions related to the performance of the Capital Improvement. Subject to all required Approvals, each executed task order shall become part of this Agreement.
- D. Contractor shall spend a minimum of one million five hundred thousand dollars (\$1,500,000) of Contractor's own monies to fund Capital Improvements during the first two (2) years of the Term ("Minimum Privately Funded Improvements"). Contractor may also contribute additional Contractor monies to fund Capital Improvements ("Additional Privately Funded Improvements," and together with the Minimum Privately Funded Improvements, the "Privately Funded Improvements"). Notwithstanding any provision of this Agreement (including any appendix hereto), in no case shall Contractor be required to spend more than the Minimum Privately Funded Improvements on Capital Improvements at the Facility under the terms of this Agreement. The City shall have no obligation to compensate Contractor for any Privately Funded Improvements in the event of termination of this Agreement.
- E. Should the Facility, in order to maintain safe and legal operations as determined by a qualified professional, require Capital Improvements beyond the Minimum Privately Funded Improvements ("Excess Needed Improvements"), Contractor shall notify the City of such circumstance and either Contractor or the City may (each in its sole and absolute discretion) agree to fund such Excess Needed Improvements. In the event neither the City nor Contractor agrees to fund the Excess Needed Improvements, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.
- F. Without limiting the generality of the foregoing and notwithstanding anything to the

contrary contained in this Agreement, Contractor acknowledges and agrees that (i) any person or entity that Contractor retains, contracts with or utilizes in connection with making Privately Funded Improvements shall be considered a subcontractor of Contractor under this Agreement; (ii) Contractor shall comply or cause its subcontractors to comply with all Laws applicable to the design and construction of the Privately Funded Improvements, including but not limited to Title II of the Americans with Disabilities Act, building codes and fire codes; and (iii) Contractor shall comply or cause its subcontractors to comply with Laws related to public buildings and public works (e.g., Section 255.05, Florida Statutes) in making the Privately Funded Improvements.

43. **Security.** Contractor shall be responsible for all security for the Facility and events held at the Facility.
44. **Access to Facility by Contractor.** The City shall maintain Contractor's ingress and egress to and from the Facility uninterrupted at the level presently provided, except as otherwise set forth in this Agreement. The present level of ingress and egress recognizes the fact that there are at times temporary suspension of ingress and egress for construction projects or City co-sponsored or authorized special events, including but not limited to the Grand Prix Race Event, other racing events and the Saturday Morning Market. The number and duration of such interruptions shall be determined by the City in its sole and absolute discretion.
45. **Taxes.** Contractor shall pay all taxes associated with the use and operation of the Facility, including but not limited to ad valorem taxes, except for: (a) subject to Paragraph 45(c) below, the City shall pay that portion of the ad valorem taxes levied by the City on the land and structures constituting the Facility; (b) subject to Paragraph 45 (c) below, the City shall pay that portion of the ad valorem taxes levied by Pinellas County on the building and structure constituting the Facility which represents the tax increment portion payable to the City of St. Petersburg Community Redevelopment Agency pursuant to Chapter 163, Florida Statutes, by virtue of the Intown Redevelopment Plan; and (c) notwithstanding Paragraph 45(a) or Paragraph 45(b) above, the City shall not pay taxes pursuant to Paragraph 45(a) or Paragraph 45(b) above for any portion of the Facility that is used for Contractor's business operations (e.g., concessions). The Parties agree to cooperate in communicating with the Pinellas County Property Appraiser to minimize any increase in ad valorem taxes payable for the Facility.
46. **City's Use of the Facility.** The City may reserve for its own use up to four (4) dates at the Facility each Fiscal Year for events and activities to be sponsored by the City ("City Use Dates"), not including the Grand Prix Race Event. These City Use Dates will be provided rent free to the City; provided, however, that the City shall reimburse Contractor for any direct out-of-pocket expenses incurred in connection with such City Use Dates (not including expenses already incurred by Contractor in connection with the daily operation of the Facility, e.g. ordinary utilities). During each Fiscal Year, the City will provide notice of dates

requested to Contractor and Contractor shall use its best efforts to schedule its use of the Facility so as to not interfere with the City's requested dates. Once a City Use Date is reserved by Contractor, Contractor shall not cancel such City Use Date.

47. **Hazardous Materials.**

- A. Contractor shall not transport, use, store, maintain, generate, manufacture, handle, dispose, release or discharge any Hazardous Material (as hereinafter defined) or permit any of Contractor's employees, agents, representatives, contractors, subcontractors or volunteers to engage in such activities. However, the foregoing shall not prohibit the transportation to and from, and use, storage, maintenance and handling within the Facility of substances customarily used in the management and operation of the Facility, provided: (a) such substances shall be used and maintained only in such quantities as are reasonably necessary for the management and operation of the Facility, strictly in accordance with applicable Laws, highest prevailing standards, and the manufacturers' instructions therefor; (b) such substances shall not be disposed of, released or discharged at the Facility, and shall be transported to and from the Facility in compliance with all applicable Laws; (c) if any applicable Laws or the City's trash removal provider requires that any such substances be disposed of separately from ordinary trash, Contractor shall make arrangements at Contractor's expense for such disposal directly with a qualified and licensed disposal company at a lawful disposal site; (d) any such substances shall be completely, properly and lawfully removed from the Facility upon termination of this Agreement; and (e) for purposes of removal and disposal of any such substances, Contractor shall be named as the owner and generator, obtain a waste generator identification number, and execute all permit applications, manifests, waste characterization documents and any other required forms. The term "Hazardous Material" shall mean any chemical, substance, material or waste or component thereof which is now or hereafter listed, defined or regulated as a hazardous or toxic chemical, substance, material or waste or component thereof by any federal, state or local governing or regulatory body having jurisdiction, or which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety data sheet ("MSDS").
- B. Contractor shall immediately notify the City of: (i) any enforcement, cleanup or other regulatory action taken or threatened by any governmental or regulatory authority with respect to the presence of any Hazardous Material at the Facility or the migration thereof from or to other property, (ii) any demands or claims made or threatened by any party relating to any loss or injury resulting from any Hazardous Material at the Facility, (iii) any release, discharge or improper or unlawful disposal or transportation of any Hazardous Material on or from the Facility or in violation of this paragraph, and (iv) any matters where Contractor is required by applicable Laws

to give a notice to any governmental or regulatory authority respecting any Hazardous Material at the Facility. At such times as the City may request, Contractor shall provide the City with a written list, certified to be true and complete, identifying any Hazardous Material then used, stored, or maintained upon the Facility, the use and approximate quantity of each such material, a copy of any MSDS issued by the manufacturer therefor, and such other information as the City may require or as may be required by applicable Laws.

- C. If any Hazardous Material is released, discharged or disposed of by Contractor or its employees, agents, representatives, contractors, subcontractors or volunteers in violation of this paragraph, Contractor shall immediately, properly and in compliance with applicable Laws notify the proper authorities, notify the City, cleanup and remove the Hazardous Material from the Facility and any other affected property and clean or replace any affected personal property (whether or not owned by the City), at Contractor's expense (without limiting the City's other remedies therefor). Such cleanup and removal work shall be subject to the City's prior written approval (except in emergencies) and shall include, without limitation, any testing, investigation, preparation and implementation of any remedial action plan required by any court or governmental body having jurisdiction or required by the City. In the event the City elects in its sole discretion to have any testing, investigation and/or cleanup (including but not limited to preparation and implementation of a remedial action plan) performed by a City provider (or providers), Contractor shall cooperate with the provider(s) performing such testing, investigation and/or cleanup as directed by the provider(s) and the City, and if such testing or investigation shows that Contractor has violated this paragraph, Contractor shall promptly pay the provider(s) the total amount charged by the provider(s) in connection with the testing, investigation and cleanup. Nothing contained in this paragraph shall limit or otherwise affect Contractor's indemnity obligations set forth in this Agreement.

48. Use Agreements.

- A. All use agreements shall be entered into between Contractor (in its own name) and the user.
- B. Contractor shall be responsible for negotiating the terms and conditions of all use agreements, provided that such terms and conditions are consistent with this Agreement, and further provided that Contractor shall ensure that all use agreements require the user to (i) name the Indemnified Parties as additional insured on all insurance required to be obtained by user pursuant to the use agreement, and (ii) defend and indemnify the Indemnified Parties against any and all claims related to user's use of the Facility.

- C. All use agreements for publicly ticketed events shall contain a provision requiring the user to provide ten (10) tickets to the City for the event, at no cost to the City, for the promotion and development of the City, but not for resale. In addition, Contractor shall provide the City ten (10) tickets to all Rowdies home games, including any playoff games played at the Facility, at no cost to the City, for the promotion and development of the City, but not for resale. The City will inform Contractor if the City requires less than ten (10) tickets for an event.
49. **No Right to Pledge, Encumber or Cause the City to Assume Liability.** Contractor shall have no right or authority to pledge or encumber the credit of the City. Contractor shall have no right or authority to cause the City to assume liability for any contract, lease, purchase or other agreement without Approval.
50. **Non-Disparagement.** No Covered Person shall disparage (i) the condition of the Facility (not including statements made in connection with Privately Funded Improvements), or (ii) any Applicable Final City Decision. For purposes of this paragraph, “disparage” means to make any negative statement, whether orally or in written or electronic form. For purposes of this paragraph, “Covered Person” means Contractor or any member, manager, or officer of Contractor. For purposes of this paragraph, “Applicable Final City Decision” means that portion of the City’s Waterfront Master Plan adopted by City Council after the Execution Date that relates to the Facility. Notwithstanding the foregoing, internal business discussions among Covered Persons, communications made by Covered Persons to the City related to Paragraph 42.E., and statements required to be made pursuant to legal process (e.g., pursuant to court order or subpoena), shall not constitute a violation of this paragraph.
51. **Public Records.**
- A. Contractor shall (i) keep and maintain public records (as defined in Florida’s Public Records law) that ordinarily and necessarily would be required by the City in order to perform the services pursuant to this Agreement; (ii) subject to subparagraph B. below, provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided under Florida’s Public Records law; (iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Laws; and (iv) meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of Contractor within ten (10) days following the expiration or earlier termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All public records stored electronically by Contractor shall be provided to the City in a format approved by the City.

- B. Contractor shall immediately notify the City Clerk in writing after receiving a public records request. Contractor shall obtain written approval from the City Clerk prior to releasing or disclosing public records and shall comply with instructions of the City Clerk and all City policies and procedures regarding public records.
- C. Nothing contained herein shall be construed to affect or limit Contractor's obligations including but not limited to Contractor's obligations to comply with all other applicable Laws and to maintain books and records pursuant to this Agreement.

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

BIG 3 ENTERTAINMENT, LLC:

By: _____
 Print: _____
 Title: _____

WITNESSES

Sign: _____
 Print: _____

 Sign: _____
 Print: _____

CITY OF ST. PETERSBURG, FLORIDA

By: _____
 Print: _____
 Title: _____

ATTEST:

(SEAL)

 City Clerk (Designee)

Provisions of Contract Approved:

By: _____
 Print: _____
 Project Manager
 00204043

Approved as to Form and Content:

 City Attorney (Designee)

(Acknowledgment of Contractor)

State of _____)
County of _____) ss:
City of _____)

The foregoing Agreement was acknowledged before me this ____ day of _____, _____,
by _____
(Name and Title)

of Big 3 Entertainment, LLC ("Company"), on behalf of the Company. He/She is personally known
to me or has produced _____ as identification and appeared
before me at the time of notarization.

_____ warrants that he/she is authorized by the Company to execute
the foregoing Agreement.

(SEAL)

NOTARY PUBLIC:

My commission expires: _____

Appendix A
Scope of Services
Al Lang Stadium

Contractor shall provide all labor, supervision, training, materials, and equipment required to manage, maintain and operate the Facility.

Contractor's operational costs shall include, but are not limited to: utilities (e.g. electricity, water, phone, sewer, and garbage services), grounds maintenance services, custodial services, elevator maintenance and repairs, and heating and cooling (HVAC) system maintenance and repairs.

The Scope of Services includes the requirements set forth in the following attachments to this Appendix A:

- Attachment 1 – Field Maintenance
- Attachment 2 – Building & Facilities Maintenance
- Attachment 3 – Custodial Services Specifications

Attachment 1, Attachment 2, and Attachment 3 are attached to this Appendix A and made a part hereof.

Attachment 1 Field Maintenance

Subject to Paragraph 42 of the Agreement, Contractor shall maintain the playing field in a manner that is acceptable for the conduct of North American Soccer League soccer games.

- a. Field surface is currently Celebration Bermudagrass Turf.
- b. Field will be cut with acceptable mowing equipment. Blades will be sharpened and back lapped as needed.
- c. Field shall be mowed to proper height based upon industry standards for Celebration Bermudagrass.
- d. Irrigation systems will be inspected weekly. Emergency repairs will be done immediately.
- e. Field will be aerified twice per year (or more). The "Verti-Drain System" (deep-tine aerification) will be done at least once per year.
- f. Field will be verti-cut once per year.
- g. Chemical application on all facilities will consist of fertilizer, herbicide, insecticide, and fungicide application. This type of program is essential to the success of healthy turf grass.
- h. All protective padding will be repaired or replaced as needed.
- i. Dug-outs will be cleaned of all debris and swept or washed after each use.
- j. Any damage to chain link fences will be repaired as needed to prevent injury to players and spectators.
- k. Bleachers and field benches will be inspected monthly with repairs being done as needed.

Attachment 2 Building & Facility Maintenance

Subject to Paragraph 42 of the Agreement, Contractor shall maintain and repair the Facility per the minimum specifications below.

- a. HVAC maintenance requires a monthly inspection with any necessary repairs being done as needed. Replacement of items such as chillers, fans, switches, compressors, etc. will be done as needed. An annual inspection should be done in an attempt to budget in advance for requested Capital Improvements.
- b. The field lighting system (if applicable) shall be inspected each year. Items to be checked include wiring, disconnects, contactors, circuit breakers, ballasts and bulb replacement, etc. Periodic checks throughout the year are required and repairs are to be done as needed. Lighting levels should be maintained at no less than 50 footcandle in the outfield and 70 footcandle in the infield.
- c. Elevator will be inspected annually and will be repaired as needed during the year. An emergency telephone system will be operational at all times.
- d. A monthly inspection of all lighting within the Facility as well as the surrounding grounds will be conducted.
- e. All plumbing will be maintained in proper working order. An annual inspection will be done and all necessary repairs will be completed.
- f. The scoreboard will be inspected each year. All necessary repairs will be completed, all bulbs and bad modules will be replaced. Scoreboard repairs will be required throughout the year. Response time must be within two days for making necessary repairs.
- g. Public address ("P.A.") System will be inspected annually and be monitored throughout the year with any necessary repairs being done as needed.
- h. All appliances, furniture, small equipment, shall be repaired and/or replaced as needed.
- i. All operational equipment will be maintained and inspected monthly. A preventative maintenance program will include proper lubrication, oil changes, filter changes, cleaning, sharpening, etc. Equipment will be inspected prior to each use.
- j. The fire alarm system (if applicable) will be inspected annually and repairs completed as required. All fire extinguishers will be inspected and serviced annually.
- k. Fencing at Facility will be inspected annually and repairs will be done as needed.

Attachment 3 Custodial Services

Subject to Paragraph 42 of the Agreement, Contractor shall maintain the Facility in such a way as to provide a clean, healthy environment per the minimum specifications below.

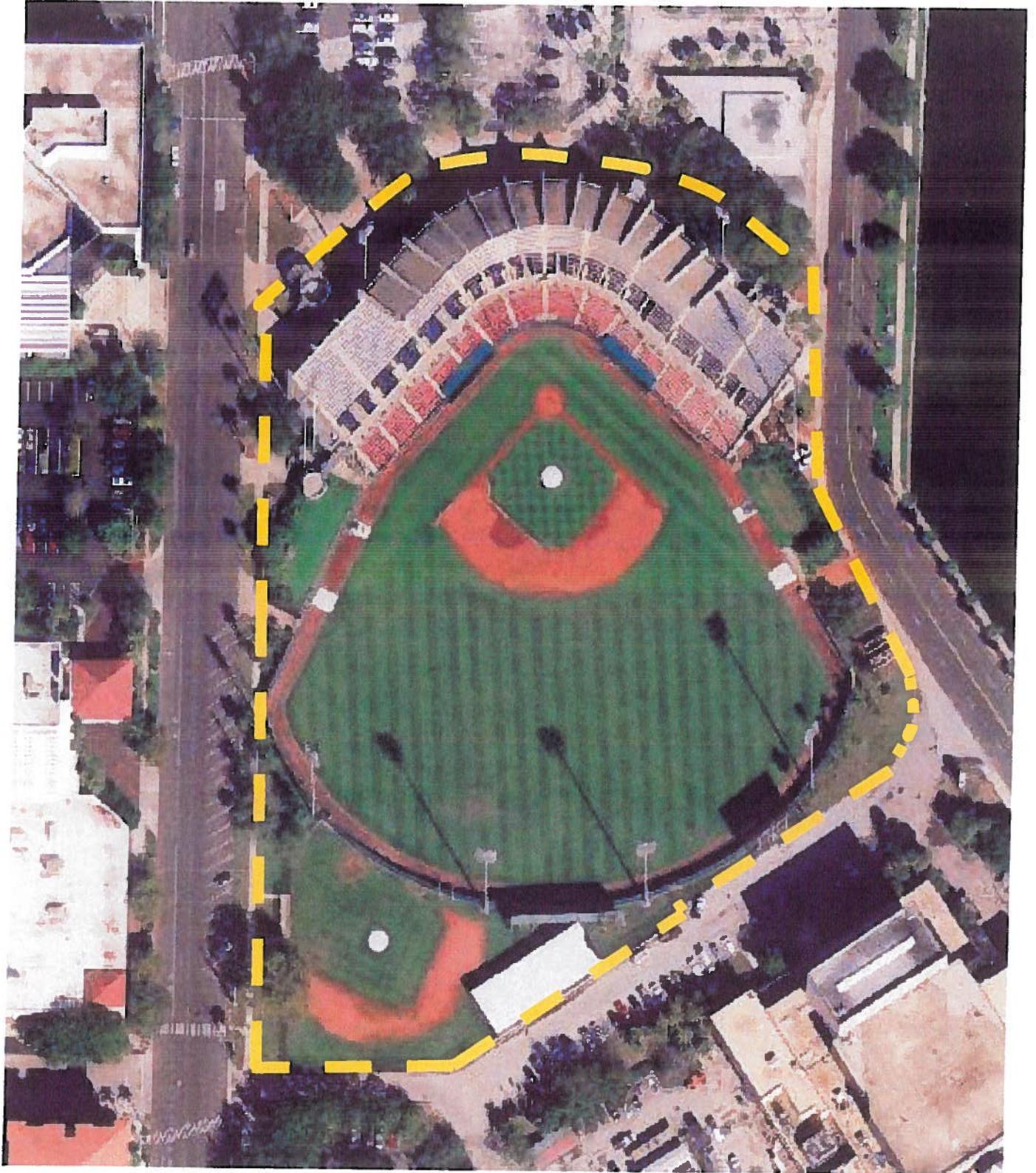
- a. All restrooms/locker rooms will be cleaned daily when the Facility is in use. Cleaning will include, but is not limited to, removal of litter, emptying trash cans, sweeping/vacuuming and mopping of floors, scrubbing, deodorizing and sanitizing all urinals, toilets, sinks and showers, cleaning of mirrors, replace toilet paper, soap and paper towels, etc.
- b. The public access areas in the Facility shall be kept free of debris and litter and floors shall be scrubbed daily when Facility is in use.
- c. Grand-stand and bleacher seating areas shall be cleaned immediately after use. All litter will be placed in a designated disposal site. Stands will be blown free of all debris after each usage and washed when deemed necessary.
- d. All stands shall be inspected monthly to ensure seats are secure and in proper working order.
- e. All offices will be cleaned daily. Cleaning will include emptying of trash, vacuuming of floors, dusting of shelves and desks, and other custodial services.
- f. Facility will be painted on an as needed basis. An inspection will be done annually to determine needs. Touch-up painting will be done throughout the year as required.
- g. During activities, staff will remove litter, empty trash cans, clean up spills as required, monitor restrooms and replace supplies as needed.
- h. Inspect expansion joints within the Facility annually and initiate repair requests as needed.
- i. Perform any and all other duties required to properly maintain the Facility.

Appendix B

The Facility:

Al Lang Stadium

Al Lang Stadium



AMENDED AND RESTATED AGREEMENT

THIS AMENDED AND RESTATED AGREEMENT (“Agreement”) is made and entered into on the ___ day of October, 2014, by and between St. Petersburg Baseball Commission, Inc. (“Contractor”), and the City of St. Petersburg, Florida (“City”) (collectively, “Parties”).

RECITALS

WHEREAS, the City issued a request for proposals for a use agreement for the management and operation of Al Lang Stadium (“Al Lang”) and/or Raymond A. Naimoli Complex (now known as Walter Fuller Complex) (“Walter Fuller”) in May 2009; and

WHEREAS, the existing agreement between the City and Contractor for the management and operation of Al Lang and Walter Fuller was approved by City Council on January 7, 2010; and

WHEREAS, the City entered into a first amendment to the existing agreement with Contractor on November 21, 2011 (“First Amendment”); and

WHEREAS, the City entered into a second amendment to the existing agreement on June 5, 2014 (“Second Amendment”); and

WHEREAS, the existing agreement as amended by the First Amendment and Second Amendment is referred to herein as (“Existing Agreement”); and

WHEREAS, Contractor has requested to amend the Existing Agreement to remove those terms and conditions related to management and operation of Al Lang but retain management and operation of Walter Fuller; and

WHEREAS, Contractor desires to develop additional baseball activities at Walter Fuller; and

WHEREAS, the Parties desire to execute an Amended and Restated Agreement consistent with the foregoing recitals and subject to the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the foregoing recitals, all of which are hereby adopted as an integral part of this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Contractor Duties.** Contractor shall perform the scope of services set forth in Appendix A for the City in full and complete accordance with this Agreement (“Scope of Services”). The Scope of Services shall include but not be limited to field maintenance requirements set forth in Attachment 1 of the Scope of Services, building and facility maintenance set forth in Attachment 2 of the Scope of Services and custodial services specifications set forth in Attachment 3 of the Scope of Services. Without limiting the generality of the foregoing, Contractor shall provide all labor, supervision, materials, training and equipment to manage,

maintain and operate the Walter Fuller Park Complex ("Facility"). The Facility is the area designated as the Facility in Appendix B and shall include ingress, egress and approaches thereof and thereto. Contractor shall be responsible for operational services including but not limited to utilities, phone and data services, grounds maintenance services, custodial services, elevator maintenance and repairs, and heating and cooling system maintenance and repairs. In addition, Contractor shall be responsible for all of the management, staffing, maintenance, proper handling of the Facility' funds, fire prevention, energy conservation efforts, marketing, advertising and financial accounting services. For purposes for this Agreement, "Fiscal Year" means that period of time from October 1 to September 30 each year.

2. **Term.**

- A. Effective on October 3, 2014 (i) all terms and conditions of the Existing Agreement related to the management and operation of Al Lang are deleted and shall have no force or effect, and (ii) Contractor shall have no rights related to the use of Al Lang.
- B. Up to and including September 30, 2014, Contractor's management and operation of the Facility shall be governed by the Existing Agreement. The active management term of this Agreement for the Facility shall commence on October 1, 2014, and terminate on September 30, 2017 ("Term"), unless this Agreement is earlier terminated pursuant to this Agreement. Subsequent to October 1st of each year subsequent to the year 2015, the Parties may mutually agree to sign a contract extension of one (1) year of the then current Term with these extensions having a commencement date of the then current expiration date of the Term. These extensions are subject to the length of the term limitations of the City Charter. The procedure for such extensions shall be as follows:
 - (1) If Contractor desires to extend the Term, Contractor shall, within thirty (30) days after October 1st of each year subsequent to the year 2015, deliver to the City at the address set forth in Paragraph 13 of this Agreement a written request for an extension to the Term, along with any amendments to the Agreement that Contractor believes are necessary.
 - (2) Within sixty (60) days of the receipt of the request, City Council shall consider the request of Contractor and either reject or approve the request as submitted or an amended version of the request.
 - (3) If a motion approving the request as submitted or an amended version of the request receives the number of votes required by the City Charter for such approval, then a document amending this Agreement, consistent with the approval of City Council, shall be prepared by the City and delivered to Contractor for execution.

3. **Funding by the City.** The City shall pay Contractor one hundred thousand dollars (\$100,000) each Fiscal Year during the Term, commencing with Fiscal Year 2015. This amount shall be paid in twelve (12) equal monthly installments of eight thousand three hundred thirty-three dollars (\$8,333). Contractor shall invoice the City on a monthly basis and the City shall pay Contractor within thirty (30) days of receipt of such invoice (provided Contractor is in compliance with the terms and conditions of this Agreement).

4. **Indemnification.**

A. Contractor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities, and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

- (1) The performance of this Agreement (including any amendments thereto) by Contractor, its employees, agents, representatives, contractors, subcontractors, or volunteers; or
- (2) The failure of Contractor, its employees, agents, representatives, contractors, subcontractors or volunteers to comply and conform with applicable Laws, as hereinafter defined; or
- (3) Any negligent act or omission of the Contractor, its employees, agents, representatives, contractors, subcontractors, or volunteers, whether or not such negligence is claimed to be either solely that of the Contractor, its employees, agents, representatives, contractors, subcontractors, or volunteers or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or
- (4) Any reckless or intentional wrongful act or omission of the Contractor, its employees, agents, representatives, contractors, subcontractors or volunteers.

B. Without limiting the generality of the foregoing, Contractor specifically acknowledges that the indemnity undertaking herein shall apply to Claims in connection with or arising out of the transportation, use, storage, maintenance, generation, manufacturing, handling, disposal, release or discharge of any Hazardous Material (as hereinafter defined) by Contractor, its employees, agents,

representatives, contractors or subcontractors and Claims in connection with or arising out of any violation of Paragraph 48; provided, however that Contractor's obligations pursuant to this Paragraph 4.B. shall not apply to any other Claims related to environmental contamination.

- C. Contractor shall not be responsible for Claims caused by the sole negligence of the City.
- D. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and shall survive termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to termination of this Agreement.

5. Insurance.

- A. Contractor shall carry the following minimum types and amounts of insurance at its own expense:
 - (1) Commercial general liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate in occurrences form. This policy shall include coverage for (i) personal injury or death or property damage or destruction; (ii) business interruption; (iii) fire legal liability in the minimum amount of One Hundred Thousand Dollars (\$100,000); and (iv) contractual liability under this Agreement.
 - (2) Automobile liability insurance of \$1,000,000 combined single limit covering all owned, hired and non-owned vehicles.
 - (3) Workers' Compensation insurance as required by Florida law and Employers' Liability insurance in an amount of at least \$500,000 each accident, \$500,000 per employee, and \$500,000 for all diseases.
- B. All of Contractor's insurance policies, except Workers' Compensation, shall name the Indemnified Parties as additional insureds.
- C. Contractor shall provide the City with Certificates of Insurance on a standard ACORD form reflecting all required coverage. At the City's request, Contractor shall provide copies of current policies with all applicable endorsements.

- D. The insurance documented in the Certificates of Insurance shall provide the City at least thirty (30) days advance written notice of cancellation, non-renewal or material change in coverage. Renewal certificates shall be provided to the City annually.
 - E. All insurance required shall be provided by responsible insurers licensed in the State of Florida and rated at least A- in the then current edition of Best's Insurance Guide.
 - F. Contractor hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties. This provision is intended to waive fully, and for the benefit of the Indemnified Parties, any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier.
 - G. The City shall have the right to reasonably increase the amount or expand the scope of insurance to be maintained by Contractor hereunder from time to time.
6. **Condition of Facility.** Contractor has inspected the Facility and accepts the condition of the Facility in an "as is" condition. By virtue of such inspection, Contractor is satisfied that the Facility is safe and acceptable for the permitted uses set forth in this Agreement. The City has made no representations, statements, or warranties, either expressed or implied, as to the condition of the Facility, or as to its fitness for a particular use. The City and its respective agents and employees shall not be responsible or liable at any time for (i) any defects, latent or otherwise, in the Facility or any building or improvements therein or in any of the equipment, machinery, utilities, appliances or apparatus therein, or (ii) for any loss of life, or injury or damage to any person or to any property or business of Contractor or those claiming by, through or under Contractor, regardless of the cause.
7. **Return of Facility Upon Termination.** Contractor shall, on or before termination of this Agreement, remove all goods and effects of Contractor, repair any damage caused by such removal and surrender and deliver up the Facility, broom clean and in good order, condition and repair, ordinary wear and tear excepted. Any property not removed within twenty-four (24) hours after termination of this Agreement shall be deemed to have been abandoned by Contractor, and may be retained or disposed of by the City, as the City shall desire.
8. **Permitted Uses.** The Facility shall be occupied, maintained, and used by Contractor for the primary purposes of baseball and other sports, leagues, teams, tournaments, camps, clinics, lessons, practices, games, strength and conditioning, rehabilitation and training, sports related retail sales, and schools for umpires, coaches, players and agronomy. Contractor shall not use or allow the use of the Facility except as permitted above.
9. **Improvements To Facility.** Contractor shall not make or permit to be made any alterations or improvements to the Facility without, in each case, first obtaining prior written consent of the City. All alterations or improvements made to the Facility by either party shall immediately become the property of the City and shall remain during the Term and upon

termination of this Agreement. Any authorized alterations or improvements made by Contractor will be amortized over the then remaining Term. Should the dollar amount of authorized alterations or improvements require a longer amortization period than the Term that remains under this Agreement, the Parties shall mutually agree on an appropriate amortization period. If this Agreement is not extended to allow for full amortization of authorized alterations or improvements by Contractor, then the City shall reimburse Contractor the unamortized cost of the authorized alterations or improvements within thirty (30) days after termination of this Agreement.

10. **Substantial Damage.** If the Facility is damaged substantially by fire, flood or other cause so as to render the Facility untenable as determined by the City in its sole and absolute discretion, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.
11. **Right of Entry.** The City shall have the right (twenty-four (24) hours a day, seven (7) days a week) to enter and inspect the Facility.
12. **Clean-up, Facility Maintenance and Equipment Maintenance.**
 - A. During performance of any work at the Facility and upon completion of the work, the Contractor shall clean and remove from the work site all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, including property that was damaged or destroyed, and shall leave the work site in a neat and presentable condition.
 - B. Contractor shall keep the Facility neat and clean and clear of all rubbish and non-essential items.
 - C. In addition to other equipment maintenance requirements that are included in the Scope of Services, Contractor shall provide personnel, equipment, parts and supplies necessary for the maintenance and repair of the laundry appliances and accessories so as to provide for continuous service to the users.
13. **Notices.** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

CITY:

City of St. Petersburg
175 5th Street North
St. Petersburg, FL 33701
Attn: City Development Administration
Phone: 727-892-5400

CONTRACTOR:

St. Petersburg Baseball Commission, Inc
7901 30th Avenue North
St. Petersburg, Florida 33710
Attn: Steve Nadel
Phone: 813-727-1139

14. **Severability.** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.
15. **Due Authority.** Each party to this Agreement represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.
16. **Assignment.** Contractor shall make no assignment of any of its rights, duties, or obligations under this Agreement without City Council's prior written consent, which consent may be withheld by City Council in its sole and absolute discretion.
17. **Termination.** The City may terminate this Agreement upon written notice to Contractor in the event Contractor defaults on any of the terms or conditions of this Agreement and such failure continues for a period of thirty (30) days following notice from the City specifying the default; provided, however, that the City may immediately terminate this Agreement, without providing Contractor with notice of default or an opportunity to cure, if the City determines that Contractor has failed to comply with Paragraph 4, 44, 46 or 47.B. of this Agreement.
18. **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida and shall inure to and be binding upon the Parties, their successors and assigns. Venue for any action brought in state court shall be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St.

Petersburg or Pinellas County, in which case the action shall be brought in that division. The Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

19. **Contract Adjustments.**

- A. Either party may propose additions, deletions or modifications to the Scope of Services (“Contract Adjustments”) in whatever manner such party determines to be reasonably necessary for the proper completion of the services. Proposals for Contract Adjustments shall be submitted to the non-requesting party on a form provided by the City. Contract Adjustments shall be effected through written amendments to this Agreement, signed by authorized representatives of the Parties.
- B. In the event Contractor proposes a Contract Adjustment and the City does not approve such Contract Adjustment, Contractor will continue to perform the original Scope of Services in accordance with the terms and conditions of this Agreement.

20. **Amendment.** This Agreement may be amended only in writing executed by the Parties.

21. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties related to the subject matter hereof and supersedes all prior and contemporaneous agreements, whether oral or written, between them.

22. **Compliance with Laws.** Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, “Laws”), including but not limited to Florida Public Records Law (e.g., Chapter 119, Florida Statutes). Contractor acknowledges that there are Laws applicable to the construction of public buildings and repairs upon public works, including but not limited to Laws requiring execution and delivery of a performance and payment bond (e.g., Section 255.05, Florida Statutes).

23. **Third Party Beneficiary.** No persons other than Contractor and the City and their successors and assigns shall have any rights whatsoever under this Agreement.

24. **No Liens.** Contractor shall not suffer any liens to be filed against the Facility or any other City property by reason of any work, labor, services or materials performed at or furnished to the Facility or any other City property, to Contractor, or to anyone using the Facility or any other City property through or under Contractor. Nothing contained in this Agreement shall be construed as a consent on the part of the City to subject the Facility or any other City property or any part thereof to any lien or liability under any Laws.

25. **No Construction Against Preparer of Agreement.** This Agreement has been prepared by the City and reviewed by the Contractor and its professional advisors. The City, Contractor and Contractor's professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the City or Contractor or against the City or Contractor merely because of their efforts in preparing it.
26. **Non-appropriation.** The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.
27. **City Consent and Action.**
- A. For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement ("Approval") by the City means the Approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.
- B. For purposes of this Agreement, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.
28. **Captions.** Captions are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.
29. **Books and Records.** Contractor shall prepare in accordance with generally accepted accounting practice and shall keep, at the address for delivery of notices set forth in this Agreement, accurate books of account. All books and records, including tax returns, with respect to Contractor managing, maintaining and operating the Facility pursuant to this Agreement shall be kept by Contractor and shall be open to examination or audit by the City for a period of five (5) years following termination of this Agreement. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.
30. **Survival.** All obligations and rights of any party arising during or attributable to the period prior to termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive termination of this Agreement.

31. **Force Majeure.** In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts ("Permitted Delay"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.
32. **No Waiver.** No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by Contractor shall not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.
33. **Permits and Licenses.** Contractor shall be responsible for obtaining any and all necessary permits, licenses, certifications and approvals which may be required by any government agency in connection with Contractor's performance of this Agreement. Upon request of the City, the Contractor shall provide the City with written evidence of such permits, licenses, certifications and approvals.
34. **Successors and Assigns.** This Agreement shall inure to the benefit of and be enforceable by and against the Parties, their heirs, personal representatives, successors, and assigns, including successors by way of reorganization.
35. **Subcontract.** Contractor shall promptly pay all subcontractors and suppliers. Any subcontracting shall be subject to all the terms and conditions and other provisions of this Agreement. Notwithstanding any such subcontracting, Contractor shall remain obligated and responsible to the City for the performance of and compliance with all terms and conditions.
36. **Relationship of Parties.** Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts.
37. **Personnel.** The City reserves the right to require Contractor to replace any persons performing services pursuant to this Agreement, including but not limited to Contractor's employees and any affiliates' or subcontractors' employees, whom the City judges to be

incompetent, careless, unsuitable or otherwise objectionable, or whose continued use is deemed contrary to the best interests of the City.

38. **Signage.** All signage (exterior and interior) at the Facility must be approved by the City and comply with applicable Laws. The City shall have the right to place signage on one half of all the outfield walls or fencing of each field at the Facility (identified in Appendix B). Allocation of such signage locations at the Facility shall be mutually agreed upon by Contractor and the City. The City shall have the right to retain all revenue related to the placement of signage on the City's half of the outfield signage locations at the Facility. The City shall control the signage and related revenue from any and all scoreboards at the Facility. The City shall have the right to display temporary interior and exterior signage at the Facility to promote City and community events.
39. **Naming Rights.** The City shall have the right, at its expense, to rename or sell the name of the Facility and retain all revenue related thereto.
40. **Non-Discrimination.** Contractor shall not discriminate against anyone in the use of the Facility because of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information or other protected category.
41. **Appendices.** Each appendix to this Agreement, including all attachments to each appendix, is an essential part hereof and is incorporated herein by reference.
42. **Capital Improvements.**
 - A. Capital Improvements shall mean repairs, renewals, and replacements of the Facility buildings, structures, equipment or fixtures which have an expected useful life greater than three (3) years. Capital Improvements include but are not limited to buildings; appurtenances (e.g., fences, roofs, walls and bleachers); heating, ventilation, air conditioning, mechanical, electrical and plumbing systems; elevators; irrigation; and field turf. All other improvements and repairs shall be considered operations and maintenance.
 - B. The City agrees to fund up to one hundred thousand dollars (\$100,000) for Capital Improvements at the Facility per Fiscal Year, commencing with Fiscal Year 2015. Contractor may recommend Capital Improvements for City funding under this paragraph, but the City retains full and absolute discretion on the allocation of funding for Capital Improvements at the Facility.
 - C. The City shall have the option of performing or contracting for Capital Improvements. In the event the City and Contractor mutually agree that Contractor shall be responsible for accomplishing a City funded Capital Improvement, the City and Contractor shall execute a task order which shall include the terms and

conditions related to the performance of the Capital Improvement. Subject to all required Approval, each executed task order shall become part of this Agreement.

D. Contactor may contribute Contractor's own monies to fund Capital Improvements during the Term; provided, however, Contractor shall not make any Capital Improvements without, in each case, first obtaining the prior written consent of the City.

43. **Security.** Contractor shall be responsible for all security for the Facility and events held at the Facility.

44. **Performance and Payment Bond; Letter of Credit or Deposit in Qualified Public Depository.** Contractor shall furnish a performance and payment bond to the City executed by a surety company duly authorized to do business in the State of Florida, which shall be counter-signed by an agent for Contractor, resident in the State of Florida. The amount of the performance and payment bond shall be twenty five thousand dollars (\$25,000), as security to the City for Contractor's faithful performance of this Agreement and as security for the payment to all persons performing labor and furnishing materials in connection with this Agreement. The surety shall have a rating classification of "B+" and a financial category of Class IV as evaluated in the current Best's Key Rating Guide, Property Liability. In lieu of a performance and payment bond, Contractor may submit to the City an irrevocable letter of credit or other form of financial security acceptable to the City, including but not limited to a \$25,000 cash deposit in a Qualified Public Depository. If Contractor submits an irrevocable letter of credit, the letter of credit shall automatically renew for one year terms on the beginning of each Fiscal Year ("Anniversary Date"), unless (i) earlier released by the City or (ii) the issuer delivers written notice to both the City and Contractor that the letter of credit will not be renewed on the Anniversary Date, provided that the issuer delivers such notice no later than sixty (60) days prior to the Anniversary Date. Additionally, the City will accept a \$25,000 cash deposit placed in a Qualified Public Depository; provided, however that the City shall be the sole signatory of the account and further, provided that the account cannot be closed or changed without the City's authorization. Any interest generated in this account shall belong to Contractor.

45. **Access to Facility by Contractor.** The City shall maintain Contractor's ingress and egress to and from the Facility uninterrupted at the level presently provided, except as otherwise set forth in this Agreement. The present level of ingress and egress recognizes the fact that there are at times temporary suspension of ingress and egress for construction projects or City co-sponsored or authorized special events. The number and duration of such interruptions shall be determined by the City in its sole and absolute discretion.

46. **Taxes.** Contractor shall pay all taxes associated with the use and operation of the Facility, including but not limited to ad valorem taxes.

47. **City's Use of the Facility.**

- A. The City may reserve for its own use, or use by others, up to four (4) dates at the Facility each Fiscal Year for events and activities to be sponsored by the City ("City Use Dates"). These City Use Dates will be provided rent free to the City. During each Fiscal Year, the City will provide notice of dates requested to Contractor and Contractor shall use its best efforts to schedule its use of the Facility so as to not interfere with the City's requested dates. Once a City Use Date is reserved by Contractor, Contractor shall not cancel such City Use Date.

- B. In addition to using the Facility on City Use Dates, Contractor shall guarantee the City the use of Field 5 (identified in Appendix B) for City Events of Precedence for up to twenty (20) days per Fiscal Year during the time periods set forth below. City Events of Precedence are: (i) International Baseball Tournaments, leagues, games or practices; (ii) World Baseball Classic ("WBC") events, including exhibition games; and (iii) WBC training at the Facility. Up to ten (10) City Events of Precedence may be scheduled by the City from March 1 through March 17 each Fiscal Year and up to ten (10) City Events of Precedence may be scheduled by the City from September 1 through November 30 each Fiscal Year. The days the City opts to use for City Events of Precedence during the time periods above shall be determined by the City in its sole and absolute discretion. For City Events of Precedence, the City shall have joint use of the non-field areas (e.g., clubhouse, batting tunnels, weight room, training areas, observation/hospitality areas, press and media areas, and locker rooms) at the Facility. For any City Events of Precedence, Contractor shall provide the Facility rent free to the City and Contractor shall be solely responsible for other City Events of Precedence related expenses (e.g. ushers, security, umpires, baseballs and grounds crew) up to two thousand five hundred dollars (\$2,500). The City shall be permitted to self-cater or use a caterer of its own choosing for all City Events of Precedence. If catering is provided by Contractor, the City shall reimburse the Contractor for its direct out-of-pocket expenses for providing such catering plus an amount not to exceed twenty percent (20%) for overhead.

48. **Hazardous Materials.**

- A. Contractor shall not transport, use, store, maintain, generate, manufacture, handle, dispose, release or discharge any Hazardous Material (as hereinafter defined) or permit any of Contractor's employees, agents, representatives, contractors, subcontractors or volunteers to engage in such activities. However, the foregoing shall not prohibit the transportation to and from, and use, storage, maintenance and handling within the Facility of substances customarily used in the management and operation of the Facility, provided: (a) such substances shall be used and maintained only in such quantities as are reasonably necessary for the management and operation of the Facility, strictly in accordance with applicable Laws, highest prevailing

standards, and the manufacturers' instructions therefor; (b) such substances shall not be disposed of, released or discharged at the Facility, and shall be transported to and from the Facility in compliance with all applicable Laws; (c) if any applicable Laws or the City's trash removal provider requires that any such substances be disposed of separately from ordinary trash, Contractor shall make arrangements at Contractor's expense for such disposal directly with a qualified and licensed disposal company at a lawful disposal site; (d) any such substances shall be completely, properly and lawfully removed from the Facility upon termination of this Agreement; and (e) for purposes of removal and disposal of any such substances, Contractor shall be named as the owner and generator, obtain a waste generator identification number, and execute all permit applications, manifests, waste characterization documents and any other required forms. The term "Hazardous Material" shall mean any chemical, substance, material or waste or component thereof which is now or hereafter listed, defined or regulated as a hazardous or toxic chemical, substance, material or waste or component thereof by any federal, state or local governing or regulatory body having jurisdiction, or which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety data sheet ("MSDS").

- B. Contractor shall immediately notify the City of: (i) any enforcement, cleanup or other regulatory action taken or threatened by any governmental or regulatory authority with respect to the presence of any Hazardous Material at the Facility or the migration thereof from or to other property, (ii) any demands or claims made or threatened by any party relating to any loss or injury resulting from any Hazardous Material at the Facility, (iii) any release, discharge or improper or unlawful disposal or transportation of any Hazardous Material on or from the Facility or in violation of this paragraph, and (iv) any matters where Contractor is required by applicable Laws to give a notice to any governmental or regulatory authority respecting any Hazardous Material at the Facility. At such times as the City may request, Contractor shall provide the City with a written list, certified to be true and complete, identifying any Hazardous Material then used, stored, or maintained upon the Facility, the use and approximate quantity of each such material, a copy of any MSDS issued by the manufacturer therefor, and such other information as the City may require or as may be required by applicable Laws.
- C. If any Hazardous Material is released, discharged or disposed of by Contractor or its employees, agents, representatives, contractors, subcontractors or volunteers in violation of this paragraph, Contractor shall immediately, properly and in compliance with applicable Laws notify the proper authorities, notify the City, cleanup and remove the Hazardous Material from the Facility and any other affected property and clean or replace any affected personal property (whether or not owned by the City), at Contractor's expense (without limiting the City's other remedies therefor). Such

cleanup and removal work shall be subject to the City's prior written approval (except in emergencies) and shall include, without limitation, any testing, investigation, preparation and implementation of any remedial action plan required by any court or governmental body having jurisdiction or required by the City. In the event the City elects in its sole discretion to have any testing, investigation and/or cleanup (including but not limited to preparation and implementation of a remedial action plan) performed by a City provider (or providers), Contractor shall cooperate with the provider(s) performing such testing, investigation and/or cleanup as directed by the provider(s) and the City, and if such testing or investigation shows that Contractor has violated this paragraph, Contractor shall promptly pay the provider(s) the total amount charged by the provider(s) in connection with the testing, investigation and cleanup. Nothing contained in this paragraph shall limit or otherwise affect Contractor's indemnity obligations set forth in this Agreement.

49. Use Agreements.

- A. All use agreements shall be entered into between Contractor (in its own name) and the user.
- B. Contractor shall be responsible for negotiating the terms and conditions of all use agreements, provided that such terms and conditions are consistent with this Agreement, and further provided that Contractor shall ensure that all use agreements require the user to (i) name the Indemnified Parties as additional insured on all insurance required to be obtained by user pursuant to the use agreement, and (ii) defend and indemnify the Indemnified Parties against any and all claims related to user's use of the Facility.
- C. All use agreements for publicly ticketed events shall contain a provision requiring the user to provide ten (10) tickets to the City for the event, at no cost to the City, for the promotion and development of the City, but not for resale. The City will inform Contractor if the City requires less than ten (10) tickets for an event.

50. No Right to Pledge, Encumber or Cause the City to Assume Liability. Contractor shall have no right or authority to pledge or encumber the credit of the City. Contractor shall have no right or authority to cause the City to assume liability for any contract, lease, purchase or other agreement without Approval.

51. Public Records.

- A. Contractor shall (i) keep and maintain public records (as defined in Florida's Public Records law) that ordinarily and necessarily would be required by the City in order to perform the services pursuant to this Agreement; (ii) subject to subparagraph B. below, provide the public with access to public records on the same terms and

conditions that the City would provide the records and at a cost that does not exceed the cost provided under Florida's Public Records law; (iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Laws; and (iv) meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Contractor within ten (10) days following the expiration or earlier termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All public records stored electronically by Contractor shall be provided to the City in a format approved by the City.

- B. Contractor shall immediately notify the City Clerk in writing after receiving a public records request. Contractor shall obtain written approval from the City Clerk prior to releasing or disclosing public records and shall comply with instructions of the City Clerk and all City policies and procedures regarding public records.
- C. Nothing contained herein shall be construed to affect or limit Contractor's obligations including but not limited to Contractor's obligations to comply with all other applicable Laws and to maintain books and records pursuant to this Agreement.

REMAINING PORTION LEFT INTENTIONALLY LEFT BLANK

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

**ST. PETERSBURG
BASEBALL COMMISSION, INC.:**

WITNESSES

By: _____

Sign: _____

Print: _____

Print: _____

Title: _____

Sign: _____

Print: _____

CITY OF ST. PETERSBURG, FLORIDA

By: _____

Print: _____

Title: _____

ATTEST:

(SEAL)

City Clerk (Designee)

Provisions of Contract Approved:

Approved as to Form and Content:

By: _____

Print: _____

Project Manager

City Attorney (Designee)

(Acknowledgment of Contractor)

State of _____)
County of _____) ss:
City of _____)

The foregoing Agreement was acknowledged before me this ____ day of _____, _____,
by _____

(Name and Title)

of St. Petersburg Baseball Commission, Inc. ("Company"), on behalf of the Company. He/She is personally known to me or has produced _____, as identification and appeared before me at the time of notarization.

_____ warrants that he/she is authorized by the Company to execute the foregoing Agreement.

(SEAL)

NOTARY PUBLIC:

My commission expires: _____

Appendix A
Scope of Services
Walter Fuller Complex

Contractor shall provide all labor, supervision, training, materials, and equipment required to manage, maintain and operate the Facility.

Contractor's operational costs shall include, but are not limited to: utilities (e.g. electricity, water, phone, sewer, and garbage services), grounds maintenance services, custodial services, elevator maintenance and repairs, and heating and cooling (HVAC) system maintenance and repairs.

The Scope of Services includes the requirements set forth in the following attachments to this Appendix A:

Attachment 1 – Field Maintenance

Attachment 2 – Building & Facilities Maintenance

Attachment 3 – Custodial Services Specifications

Attachment 1, Attachment 2, and Attachment 3 are attached to this Appendix A and made a part hereof.

Attachment 1
FIELD MAINTENANCE
Walter Fuller Complex

- I. Contractor shall maintain the playing fields in a manner that is acceptable for the conduct of Major League Baseball games.
 - a. Field surface is currently Bermuda 419 Turf.
 - b. Field will be cut with acceptable mowing equipment. Blades will be sharpened and back lapped as needed. Infields (if applicable) may be cut with walk-behind reel mower.
 - c. Field shall be mowed to proper height based upon industry standards for Bermuda 419 Turf.
 - d. Irrigation systems will be inspected weekly. Emergency repairs will be done immediately.
 - e. Field will be aerified twice per year (more if possible). The "Verti-Drain System" (deep-tine aerification) will be done at least once during the year.
 - f. Field will be verti-cut once per year.
 - g. Infields (clay) will be dragged before and after each use. Water will be applied as needed to playing surface.
 - h. Chemical application on all facilities will consist of fertilizer, herbicide, insecticide, and fungicide application. (See attached suggested program) This type of program is essential to the success of healthy turf grass.
 - i. All bullpens and pitching mounds will be swept, watered, packed with clay, tamped, raked and covered after each use.
 - j. Infield will be edged as required (frequency depends upon growing season). All clay lips on fields will be removed prior to major build-up (options may include blowers, water hoses, sod-cutters, etc.).
 - k. Warning Tracks shall be maintained weed-free and edged.
 - l. All protective padding will be repaired or replaced as needed.
 - m. Dug-outs will be cleaned of all debris and swept or washed after each use.
 - n. Bullpens will be covered with tarps after each use.
 - o. All protective screens will be inspected and repaired as needed. Batting tunnel nets will be dealt with in a similar manner.
 - p. During game days, staff will be required to drag, water and line fields, set-up and remove protective screens, nets, mats and cages at the appropriate times. Staff must be on standby at all times in the event of rain during a game and must put out the field tarp when required. Staff must prepare field after rain and get field in game condition. Staff will assist teams when requested.
 - q. Any damage to chain link fences will be repaired as needed to prevent injury to players and spectators.
 - r. Bleachers and field benches will be inspected monthly with repairs being done as needed.

2. SUGGESTED CHEMICAL APPLICATION PROGRAM

- a. January - Dry fertilization of 1 LB N per 1,000 SF with 4 units IBDU and minor nutrients. 16-4-8.
- b. February - Dry fertilization of a 1 LB N per 1,000 SF with 4 units IBOU and minor nutrients. 16-4-8.
- c. March - Dry fertilization of a 1 LS N per 1,000 SF with 4 units ISDU and minor nutrients. 15-0-14.
- d. Insect control as needed to keep insect population less than 5% (response time within 24 hours minimum).
- e. April - Insect control as needed to keep insect populations less than 5% (response time within 24 hours minimum).
- f. Weed control - begin herbicide application and spray every 7-10 days until weeds are 5% or less.
- g. May - Dry fertilization of 1 LB N per 1,000 SF with 50% Sulfur Coated Urea. 15-015. Insect control as needed to keep insect population less than 5% (response time within 24 hours minimum). Continue herbicide application as needed.
- h. June - Insect control as needed to keep insect population less than 5% (response time within 24 hours minimum). Apply Top Choice Insecticide at recommended rate. Continue herbicide application as needed.
- i. July - Dry fertilization of 1 LB N per 1,000 SF with 50% Sulfur Coated Urea. 15-0-15. Insect control as needed to keep insect population less than 5% (response time within 24 hours minimum). Continue herbicide application as needed.
- j. August - Insect control as needed to keep insect population less than 5% (response time within 24 hours minimum). Continue herbicide application as needed.
- k. September - Dry fertilization of 1 LB N per 1,000 SF with 50% Sulfur Coated Urea, 25% UF with minors, 15-0-15. Insect control as needed to keep insect population less than 5% (response time within 24 hours minimum). Continue herbicide application as needed.
- l. October - Continue herbicide application as needed.
- m. November - Dry fertilization of 1 LB Potassium per 1,000 SF with minor nutrients 10-20-30. Apply 10-34-0 Ammonium polyphosphate at 10 GA per acre once week prior to overseeding. Overseed with acceptable hybrid annual rye seed at 10 LBS per 1,000 SF.
- n. December - Dry fertilization of 1 LB N per 1,000 SF with minor nutrients and 4 units ISOU 16-4-8.
- o. As weed control varies with temperature, weeds shall be sprayed every 7-10 days until 5% or less weeds exist. Weeds shall be maintained at 5% or less during all non-overseeding months here defined as April through October.
- p. Fungicide to be applied throughout the year as needed.

**Attachment 2
Specifications
Building & Facility Maintenance
Walter Fuller Complex**

Facility Maintenance and Repairs

Contractor shall maintain and repair the Facility per the general specifications below.

- a. HVAC maintenance requires a monthly inspection with any necessary repairs being done as needed. Replacement of items such as chillers, fans, switches, compressors, etc. will be done as needed. An annual inspection should be done in an attempt to budget in advance for requested Capital Improvements.
- b. The field lighting system (if applicable) shall be inspected each year. Items to be checked include wiring, disconnects, contactors, circuit breakers, ballasts and bulb replacement, etc. Periodic checks throughout the year are required and repairs are to be done as needed. Lighting levels should be maintained at no less than 50 footcandle in the outfield and 70 footcandle in the infield.
- c. A monthly inspection of all lighting within the Facility as well as the surrounding grounds will be conducted.
- d. All plumbing will be maintained in proper working order. An annual inspection will be done and all necessary repairs will be completed.
- e. The scoreboard(s), if any, shall be inspected each year. All necessary repairs will be completed, all bulbs and bad modules will be replaced. Scoreboard repairs will be required throughout the year. Response time must be within two days for making necessary repairs.
- f. Public address ("P.A.") System will be inspected annually and be monitored throughout the year with any necessary repairs being done as needed.
- h. All appliances, furniture, small equipment, shall be repaired and/or replaced as needed.
- i. All operational equipment will be maintained and inspected monthly. A preventative maintenance program will include proper lubrication, oil changes, filter changes, cleaning, sharpening, etc. Equipment will be inspected prior to each use.
- j. The fire alarm system (if applicable) will be inspected annually and repairs completed as required. All fire extinguishers will be inspected and serviced annually.
- k. Fencing at Facility will be inspected annually and repairs will be done as needed.

**Attachment 3
Specifications
Custodial Services
Walter Fuller Complex**

Custodial Services

Contractor shall maintain the Facility in such a way as to provide a clean, healthy environment per the general specifications below.

- a. All restrooms/locker rooms will be cleaned daily when the Facility is in use. Cleaning will include, but is not limited to, removal of litter, emptying trash cans, sweeping/vacuuming and mopping of floors, scrubbing, deodorizing and sanitizing all urinals, toilets, sinks and showers, cleaning of mirrors, replace toilet paper, soap and paper towels, etc.
- b. The public access areas in the Facility shall be kept free of debris and litter and floors shall be scrubbed daily when facility is in use.
- c. Grand-stand and bleacher seating areas shall be cleaned immediately after use. All litter will be placed in a designated disposal site. Stands will be blown free of all debris after each usage and washed when deemed necessary.
- d. All stands shall be inspected monthly to ensure seats are secure and in proper working order.
- e. All offices will be cleaned daily. Cleaning will include emptying of trash, vacuuming of floors, dusting of shelves and desks, and other custodial services.
- f. Facility will be painted on an as needed basis. An inspection will be done annually to determine needs. Touch-up painting will be done throughout the year as required.
- g. During activities, staff will remove litter, empty trash cans, clean up spills as required, monitor restrooms and replace supplies as needed.
- h. Inspect expansion joints, if any, within the Facility annually and initiate repair requests as needed.
- i. Perform any and all other duties required to maintain the Facility.

Appendix B

Walter Fuller Complex

Walter Fuller Complex



September 29, 2014

The Honorable Rick Kriseman
St. Petersburg City Hall
175 Fifth Street North
St. Petersburg, FL 33701

Re: Citrus Sports Group LLC. v. St. Petersburg Baseball Commission Inc.

Dear Mayor Kriseman:

We are jointly writing to confirm the existence of a Confidential Mediated Settlement Agreement between Citrus Sports Group LLC. ("Citrus Sports"), and the St. Petersburg Baseball Commission Inc. ("SPBC"), collectively ("the Parties").

Consequently, while the parties wish to be transparent to the City, they must give respect to the process which gave birth to what they have agreed to. Nevertheless, the Parties are able to confirm three (3) major points of their agreement. Subject to and effective instantaneously with the City's ratification of new agreements with the SPBC and Citrus Sports, we write to confirm:

1. The action filed by Citrus Sports, against SPBC, Case Number 14-0005057-CI, shall be dismissed with prejudice, after the Court's execution of an Order retaining executory jurisdiction of the cause *solely* for the purpose of enforcing the Confidential Mediated Settlement Agreement, which will not be part of the Court record.
2. SPBC shall disclaim and relinquish any interest or rights in the management and operation of Al Lang Stadium under their existing agreement with the City.
3. Citrus Sports shall disclaim and relinquish any interest in the existing or future management and operation of the Walter Fuller Complex.

As you know, not only do normal settlement agreements arising out of lawsuits require strict confidentiality, in this case, we were ordered by the Circuit Court to participate in mediation. This court ordered process brings into play confidentiality rules, requirements and procedures which make disclosure of sensitive issues the parties have been addressing in the mediation for almost two months, difficult, if not impossible to disclose. To proceed otherwise would seriously undermine the likelihood of reaching a mediated settlement – both generally and in this instance. Consequently, the parties must give respect to the process

which gave birth to what they have agreed.

All terms governing the relationship between Citrus Sports, SPBC and the City relating to the Al Lang and Walter Fuller facilities were outlined in your Administration's materials for agenda review several weeks ago and are fully and publicly described in the agreements which will be before City Council for approval.

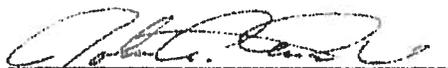
Thank you for your prompt attention and efforts in the resolution of these affairs.

Sincerely,



Leonard S. Englander

Attorney for St. Petersburg Baseball Commission



John Anthony

Attorney for Citrus Sports Group

ENGLANDER FISCHER

ATTORNEYS

Big Firm Expertise • Boutique Service

September 26, 2014

Joseph F. Zeoli
City of St. Petersburg
St. Petersburg City Hall
175 Fifth Street North
St. Petersburg, FL 33701

Re: Authorization for City of St. Petersburg to negotiate with Big 3 Entertainment, LLC for the management of Al Lang Stadium

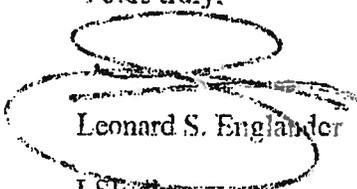
Dear Mr. Zeoli:

I am writing to confirm the authorization of my client, St. Petersburg Baseball Commission, Inc. ("SPBC"), to the City of St. Petersburg ("the City"), to negotiate with Big 3 Entertainment, LLC ("Big 3"), regarding the management and operation of Al Lang Stadium ("the Stadium").

We hereby agree that we will not consider any negotiation by the City with Big 3 for the management of the Stadium to be an interference or violation of our rights under the agreement originally dated January 26, 2010, as modified, between SPBC and the City ("SPBC City Agreement"), provided that any final agreement regarding the management and/or operation of the Stadium that applies to the period of time governed by the SPBC City Agreement shall require our consent.

Should you have any questions or concerns please do not hesitate to contact me.

Yours truly,



Leonard S. Englander

LSE/akt

cc: Client
Wes Bailey

MEMORANDUM

TO: The Honorable Chair and City Council Members
FROM: Mark A. Winn, Chief Assistant City Attorney
DATE: September 17, 2014
RE: Approval of an ordinance creating a short term exception to the idle speed requirements in the North Yacht Basin for the Benoist event

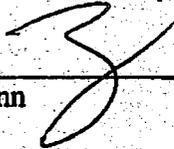
Last January 1, 2014, Kermit Weeks was scheduled to fly his reproduction of the Benoist airboat from St. Petersburg to Tampa to celebrate the 100th Anniversary of the World's First Scheduled Airline, which essentially created the Birth of the Global Airline Industry in both passenger and air freight. Unfortunately, that event did not occur at that time.

The reproduction of the Benoist has been reengineered and is expected to be able to fly in the fall of 2014. When the Benoist is operable, Mr. Weeks will be delivering the airboat to the area adjacent to the St. Petersburg Museum of History, where he will make the final assembly and begin test flights in preparation for a flight.

The Benoist needs to begin each flight within the protected waters of the North Yacht Basin. In order to test the Benoist, and to takeoff, the Benoist will need to exceed idle speed and therefore will create a wake in the basin. Section 7-97(d)(5) of the St. Petersburg City Code establishes the North Yacht Basin as an 'idle speed/no wake zone.' An ordinance creating a short term exception would need to be adopted to allow the Benoist flight to occur. City Council adopted such an ordinance for last year's event.

At this time the specific date for the flight is not known and may only become known with little advance notice. To help accommodate this short time frame, if Council wishes to support this event, I recommend that you conduct first reading of this ordinance at this time and allow staff to schedule the public hearing when the date for the flight becomes clearer.

Mark A. Winn



Attachments

00203321

AN ORDINANCE CREATING AN SHORT TERM EXEMPTION TO SECTION 7-97(d)(5) OF THE ST. PETERSBURG CITY CODE WHICH REQUIRES IDLE SPEED FOR VESSELS IN THE NORTH YACHT BASIN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 1, 1914, Tony Jannus flew the first scheduled commercial passenger flight in the world in his Benoist airboat leaving from St. Petersburg; and

WHEREAS, on January 1, 2014 an event was scheduled to celebrate the 100th Anniversary of the World's First Scheduled Airline, which is credited with creating The Birth of the Global Airline Industry in both passenger and air freight; and

WHEREAS, that event was to include the flight of a reproduction of the Benoist airboat from St. Petersburg to Tampa and unfortunately was unable to perform as expected; and

WHEREAS, the reproduction Benoist has been reengineered and expected to fly in the fall of 2014; and

WHEREAS, the Benoist will be delivered to the area adjacent to the St. Petersburg Museum of History, where the owner, Kermit Weeks, will make the final assembly and begin test flights in preparation for the flight; and

WHEREAS, on a date to be determined after the appropriate public ceremonies, Mr. Weeks is scheduled to take off from the North Yacht Basin, make a short flight and return to the North Yacht Basin; and

WHEREAS, in order for the Benoist to take off safely it must start its acceleration in the North Yacht Basin; and

WHEREAS, the City Code requires that vessels in the North Yacht Basin cannot exceed 'idle speed' and may not create a wake, therefore an exception must be made for this event.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. Section 7-97(d)(5) of the St. Petersburg City Code currently reads as follows:

Sec. 7-97. Vessel speed regulation; restricted vessel operation zones.

- (d) *Establishment of idle speed/no wake zones, slow speed/minimum wake zones and vessel exclusion zones.***

- (5) *Zone 5.* The waterways or portions of waterways known as the North Yacht Basin as shown on the map are hereby established as an idle speed/no wake zone.

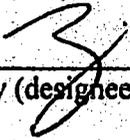
SECTION 2. There is hereby created the following exception to Section 7-97(d)(5). The Benoist airboat and associated safety boats shall not be required to maintain idle speed and shall be allowed to create a wake within the North Yacht Basin from and including _____ through and including _____ to allow a period of time for trial runs and for the event described herein.

SECTION 3. Within the period of time described in this ordinance, the City shall notify all boaters in the North Yacht Basin that wakes may be created only by the Benoist airboat and associated safety boats, and that all other vessels are required to maintain an idle speed/no wake.

SECTION 4. The provisions of this ordinance shall be deemed to be severable. If any portion of this ordinance is deemed unconstitutional it shall not affect the constitutionality of any other portion of this ordinance.

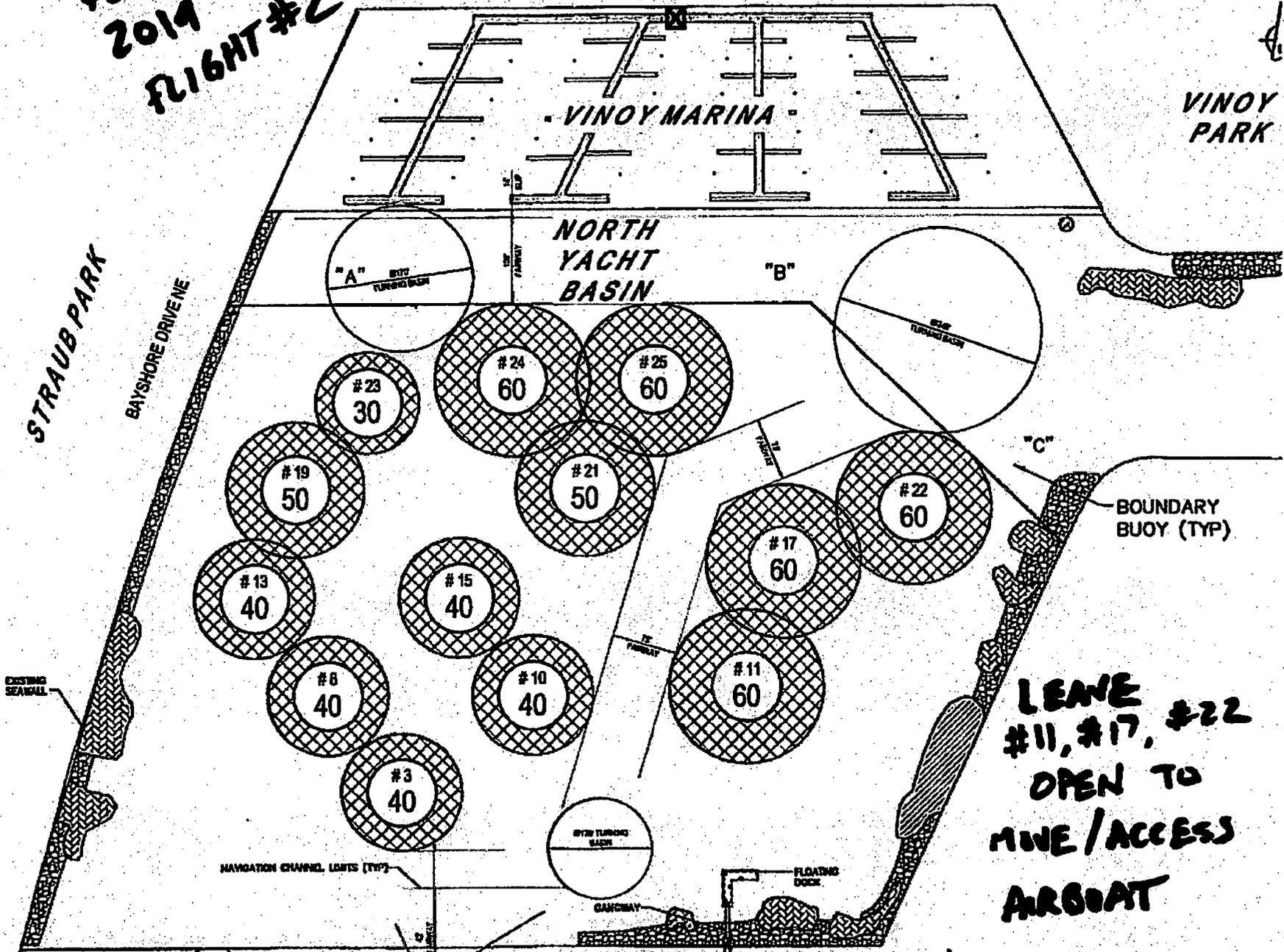
SECTION 5. In the event this Ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the Ordinance, in which case the Ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this Ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

Approved as to form and content:



City Attorney (designee)

**FLIGHT
2014
FLIGHT #2**



**LEAVE
#11, #17, #22
OPEN TO
MVE/ACCESS
AIRBOAT**

**COUNCIL AGENDA
NEW BUSINESS ITEM**

TO: Members of City Council

DATE: September 12, 2014

COUNCIL DATE: October 2, 2014

RE: Referral to Public Services & Infrastructure

ACTION DESIRED:

Respectfully requesting a referral to the Public Services & Infrastructure Committee that we have a discussion concerning due diligence efforts to prepare for the implementation of regulations in the event that the Constitutional Amendment legalizing medical marijuana is approved.

RATIONALE:

This discussion is not about our personal feelings on whether Amendment 2 should or should not pass, but rather a discussion about zoning and other considerations should the Amendment pass in November.

Amy Foster
Council Member

**COUNCIL AGENDA
NEW BUSINESS ITEM**

TO: Members of City Council

DATE: September 15, 2014

COUNCIL DATE: October 2, 2014

RE: Referral to BF&T

ACTION DESIRED:

Respectfully requesting a referral to the BF&T Committee that we have a discussion to add shade shelters for the fitness zones at Lake Vista Park and Riviera Bay Park to the Weekly Wachee Project List.

James Kennedy
Council Member

**COUNCIL AGENDA
NEW BUSINESS ITEM**

TO: Members of City Council

DATE: September 19, 2014

COUNCIL DATE: October 2, 2014

RE: *St. Petersburg Housing Authority's Payment in Lieu of Taxes*

ACTION DESIRED:

Respectfully requesting St. Petersburg Housing Authority's Payment in Lieu of Taxes, \$31,996, be allocated evenly to the Poynter's Write Field 4.0 program and the Urban League's Summer Training Youth Leadership Education (STYLE) program.

Wengay Newton, Council Member
District 7

**COUNCIL AGENDA
NEW BUSINESS ITEM**

TO: **Members of City Council**

DATE: **September 19, 2014**

COUNCIL DATE: **October 2, 2014**

RE: ***Televisе CRA/Agenda Review and Administrative Updates Meetings***

ACTION DESIRED:

Respectfully request to have all CRA/Agenda Review & Administrative Updates meetings be televised.

RATIONAL:

Staff would not have to come to City Council meetings to do reports, saving an enormous amount of staff time.

Wengay Newton, Council Member
District 7

**COUNCIL AGENDA
NEW BUSINESS ITEM**

TO: Members of City Council

DATE: September 25, 2014

COUNCIL DATE: October 2, 2014

RE: *Referral to the Committee of the Whole*

ACTION DESIRED:

Respectfully requesting a referral to add to the Committee of the Whole meeting agenda on October 23, 2014 an update presentation regarding:

- the Pier process; RFQ submittals; next steps
- summary of public input from the Waterfront Master Plan meetings

Amy Foster, Council Member
District 8

**COUNCIL AGENDA
NEW BUSINESS ITEM**

TO: Members of City Council

DATE: September 25, 2014

COUNCIL DATE: October 2, 2014

RE: *Request for Audit of St. Petersburg Housing Authority's Payment in Lieu of Taxes*

ACTION DESIRED:

Respectfully requesting Mayor Kriseman to call for an audit of any and all of the St. Petersburg Housing Authority's PILOT funds paid to the Dr. Carter G. Woodson African American History Museum.

Wengay Newton, Council Member
District 7

**COUNCIL AGENDA
NEW BUSINESS ITEM**

TO: **The Honorable Members of City Council**

DATE: **September 25, 2014**

COUNCIL DATE: **October 2, 2014**

RE: ***Referral to the Public Services & Infrastructure (PS&I) Committee***

ACTION DESIRED:

Respectfully request a referral to PS&I Committee for an update and discussion of NTSB safety investigations of airplane accidents at Albert Whitted Airport. Although individual investigations have been completed upon each major incident, I suggest we take a cumulative look at the aggregate number of accidents and their causes in the past 5 years.

RATIONAL:

The purpose is to evaluate the status of adequate safety precautions in light of recent accidents, not to speculate on changes to the Albert Whitted land use designations.

Darden Rice, Council Member
District 4

**COUNCIL AGENDA
NEW BUSINESS ITEM**

TO: Members of City Council

DATE: September 26, 2014

COUNCIL DATE: October 2, 2014

RE: *Referral to the Budget, Finance & Taxation (BF&T) Committee*

ACTION DESIRED:

Respectfully requesting a referral to the BF&T Committee to explore the purchase of some industrial land for storage of road resurfacing materials.

RATIONALE:

This will allow the City to add to its inventory of parkland, eight acres of waterfront land adjacent to Maximo Park where the State FDOT currently stores road resurfacing materials. It will also allow the City to move its storage site for similar road materials away from the Lake Maggiore area adding land to the existing parks surrounding Lake Maggiore.

Steve Kornell, Vice Chair
District 5

**COUNCIL AGENDA
NEW BUSINESS ITEM**

TO: Members of City Council

DATE: September 26, 2014

COUNCIL DATE: October 2, 2014

RE: *Referral to the Budget, Finance & Taxation (BF&T) Committee*

ACTION DESIRED:

Respectfully requesting to refer to the BF&T Committee the potential purchase of adjacent lands for addition to the Boyd Hill Nature Preserve for possible inclusion on the list for Weeki Wachee funding.

Steve Kornell, Vice Chair
District 5

**COUNCIL AGENDA
NEW BUSINESS ITEM**

TO: The Honorable Members of City Council

DATE: September 26, 2014

COUNCIL DATE: October 2, 2014

RE: *Referral to the Committee of the Whole meeting scheduled for October 23, 2014*

ACTION DESIRED:

Respectfully request a referral to discuss funding from the Weeki Wachee Funds adding lighting to the existing volleyball courts located at North Shore Park at the Committee of the Whole meeting scheduled for October 23, 2014.

Karl Nurse, Council Member
District 6

**COUNCIL AGENDA
NEW BUSINESS ITEM**

TO: The Honorable Members of City Council

DATE: September 26, 2014

COUNCIL DATE: October 2, 2014

RE: *Referral to Committee of the Whole meeting scheduled for October 23, 2014*

ACTION DESIRED:

Respectfully request a referral to discuss funding from Weeki Wachee Funds a Regional Skateboard Park at the Committee of the Whole meeting scheduled for October 23, 2014.

BACKGROUND:

Prepare a series of options to build a Regional Skateboard Park at a maximum cost of \$1.5 million dollars from Weeki Wachee funds. Location choices to be presented at the Committee of the Whole.

Karl Nurse, Council Member
District 6

**COUNCIL AGENDA
NEW BUSINESS ITEM**

TO: The Honorable Members of City Council

DATE: September 26, 2014

COUNCIL DATE: October 2, 2014

RE: *Referral to Committee of the Whole meeting scheduled for October 23, 2014*

ACTION DESIRED:

Respectfully request a referral to discuss funding from the Weeki Wachee Fund a rubber track at Gibbs High School at the Committee of the Whole meeting scheduled for October 23, 2014.

Wengay Newton, Council Member
District 7

City of St. Petersburg
Youth Services Committee Report
Thursday, September 18, 2014
8:30 a.m.

Room 100

Members and Alternates: Councilmembers Amy Foster (Chair), Charlie Gerdes (Vice-Chair), Bill Dudley, and Karl Nurse; Alternate - Steve Kornell

Support Staff: Mike Jefferis, Parks and Recreation Director

A. Call to Order and Roll Call – Councilmember Amy Foster, Committee Chair
The meeting was called to order by Chair Foster. Councilmembers in attendance were Bill Dudley, Charlie Gerdes, Steve Kornell, and Karl Nurse.

B. Approval of minutes for Youth Services Committee – July 24, 2014
The minutes for the meeting of July 24, 2014 were approved as submitted.

C. Agenda Items

Today’s meeting focused on a priority recommendation from committee members. The Youth Services Committee discussed the following:

- How effective are we in supporting efforts put forth by the public schools; when should early childhood education commence; how to teach, explain, improve parenting skills; how to inform individuals, especially caregivers, of out of school time programs leading to enrollment of children in these programs.
- A lack of similar out of school time programs for high school students was addressed.
- The committee members expressed the need to invite Juvenile Welfare Board (JWB) Executive Director Marcie Biddleman to a future meeting and consult with her regarding any current JWB initiatives.

D. Next Meeting Date – Thursday, October 16, 2014

E. Adjournment – Meeting was adjourned at 9:38 a.m.

Report of the LAIR Committee Meeting

September 18, 2014

In attendance:

Committee Members Kornell, Gerdes, Foster, Newton

Also attending: Council Member Rice

The Committee discussed potential issues for the City's Legislative Program for the 2015 Florida Legislative Session.

Councilmember suggestions included:

- Using "Hardest Hit" unspent funds allocated to the State for local programs dealing with foreclosed and abandoned properties (Nurse)
- Local/State conflict regarding submerged lands and docks (Rice)
- Limiting contribution levels for local campaigns (Rice)
- Supporting the re-writing of the Juvenile Justice code.(Newton)
- Supporting DCF reform (Kornell)
- Clarifying DOT responsibilities for ROW maintenance(Kornell)

Suggestions received to date from departments:

- Changes to Nuisance Abatement when illegal drugs are stored in, and sold adjacent to a property (Police/Codes)
- Trafficking in Synthetic Marijuana (Police)
- Renewal of the Enterprise Zone statute(Economic Development/Greenhouse)
- Local bill – Extension of non-profits' alcoholic beverage sales to 'main Street' corridors (Neighborhoods)

Additional ideas from departments are also expected.

The City's Legislative program will dovetail with that of the FL League of Cities, which is in development. Councilmembers Kornell, Newton and Nurse are participating in that process.

City administration is also planning to position the city proactively with regard to issues such as Uber and AirBnB. Legislative action to preempt local regulation of such issues is anticipated.

Committee members also discussed potential requests for appropriations including:

- Urban Affairs program funding, similar to that vetoed this year
- Additional Mahaffey renovations
- Maximo Park cleanup

There was a brief discussion of federal issues, and updates from the National League of Cities were handed out.

The Legislature will not start committee meeting until January and Session begins the first week of March.

The next LAIR meeting is scheduled for December 18.

REVISED
9/26/14

Report of the LAIR Committee Meeting

September 18, 2014

In attendance:

Committee Members Kornell, Gerdes, Foster, Newton

Also attending: Council Member Rice

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Committee members also discussed potential requests for appropriations including:

- Urban Affairs program funding, similar to that vetoed this year
- Additional Mahaffey renovations
- Maximo Park-removal of FDOT materials from adjacent property

There was a brief discussion of federal issues, and updates from the National League of Cities were handed out.

The Legislature will not start committee meeting until January and Session begins the first week of March.

The next LAIR meeting is scheduled for December 18. At that time, the committee will determine priorities for focus of legislative advocacy and potential resolutions for secondary issues.

ST. PETERSBURG CITY COUNCIL BUDGET, FINANCE & TAXATION COMMITTEE

Committee Report for September 25, 2014

Members & Alternate: Budget, Finance & Taxation Committee: Chair James R. "Jim" Kennedy, Jr.; Vice-Chair Charles Gerdes; Karl Nurse; Amy Foster and William Dudley (alternate).

Support Staff Linda Livingston, Accountant III, Finance Department
John Armbruster, Personnel Analyst III, Human Resources

Call to Order
Approval of Agenda-Approved

1. New / Deferred Business

a. Florida Strategic Plan for Economic Development. Speaker, Noel Munson, Florida Department of Economic Opportunity (Goodwin)

Councilmember Rice introduced Noel Munson, Strategic Planner, Bureau of Planning and Partnerships, Division of Strategic Business Development, Florida Department of Economic Opportunity. Mr. Munson gave a presentation that included the Six Pillars of Florida's Future Economy™ and the Statewide Strategic Plan for Economic Development.

The Six Pillars of Florida's Future Economy™ were developed by the Florida Chamber Foundation. They are:

- Talent Supply and Education
- Innovation and Economic Development
- Infrastructure and Growth Leadership
- Business Climate and Competitiveness
- Civic and Governance Systems
- Quality of Life and Quality Places

The Statewide Strategic Plan for Economic Development includes the vision that Florida will have the nation's top performing economy and be recognized as the world's best place to live, learn, play, work and do business. The Plan has three goals:

- Global Competitiveness
- Economic Growth and Prosperity
- Quality of Life

In addition to his PowerPoint presentation, Mr. Munson provided the Committee with a beautiful booklet that provides more information on Florida's Strategic Plan for Economic Development.

b. Returning City Buildings to the Inventory of City-Insured Properties (Bernoskie/Grimes)

Bruce Grimes, Director of Real Estate and Property Management, and Robert Coats, Risk Management, led a discussion on the impact of returning some city buildings to the inventory of city-insured properties.

The predominant non-profit facilities that were discussed were:

- Police Athletic League
- Tampa Bay Research Institute
- Community Health Center
- SRI International
- St. Petersburg Police Pistol Club
- YMCA, Child's Park

Mr. Grimes stated that in addition to property and general liability, catastrophic coverage must also be considered. It was noted that April 1st begins the new plan year for insurance coverage. The Committee requested that Mr. Grimes reach out to the facilities on the list of non-profit city-owned properties and discuss the option for them to be insured through the City rather than through their current private companies.

c. Note Issue for Financing Rubbish Trucks & Containers for Recycling (Fritz)

Ms. Fritz, Director of Finance, appeared before the Committee to discuss a resolution authorizing the issuance of a non-ad valorem revenue note, series 2014, in the principal amount not to exceed \$6,500,000 to finance the acquisition of containers and trucks as part of the City's recycling program and to pay associated transactional costs.

The recycling program is on the agenda to be discussed at the 10/2 Council meeting. Ms. Fritz requested that the resolution be forwarded to Council to also be discussed on that date. She noted that she has secured a rate lock guarantee that ensures that the City will have financing in place should the recycling program be approved by Council. In the event that Council does not approve the program, Ms. Fritz stated that the City can repay without penalty.

Ms. Fritz recommends that City Council accept a proposal from Hancock Bank with an interest rate of 1.44% for 8 years. Councilmember Rice asked about the section in the resolution that describes the 1.44% as "subject to adjustment". Ms. Fritz answered that the rate is fixed if we close within the schedules dates: pre-close, 10/14; closing, 10/15.

Council Chair Kennedy asked about the worst case scenario of scrapping the program after 6 months or so. Ms. Fritz answered that the cost of issuance (\$46,000) and the interest would have to be paid. Councilmember Gerdes inquired whether we are sure that doing the recycling program in-house is the most cost effective approach. Gary Cornwell, City Administrator, replied that preliminary research has been done and as the program is envisioned now, the City expects that the program will be less costly than if done by a private company.

Councilmember Nurse made a motion to forward the resolution to City Council. Motion approved.

2. Continued Business / Deferred Business - None

3. Upcoming Meetings Agenda Tentative Issues

a. October 9, 2014

1. 3rd Quarter Grants Report (Greene/Ojah Maharaj)
2. Management Evaluation Discussion (Scott)
3. Pension Accounting Changes (Fritz)

4. Adjournment – Meeting adjourned at 9:27 a.m.

RESOLUTION NO. 2014-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG, FLORIDA AUTHORIZING THE ISSUANCE OF A NON-AD VALOREM REVENUE NOTE, SERIES 2014 OF THE CITY IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$6,500,000 TO FINANCE THE ACQUISITION OF CONTAINERS AND TRUCKS AS PART OF THE CITY'S RECYCLING PROGRAM, AND TO PAY ASSOCIATED TRANSACTIONAL COSTS; PROVIDING THAT THE NOTE SHALL BE A LIMITED OBLIGATION OF THE CITY PAYABLE FROM NON-AD VALOREM REVENUES BUDGETED AND APPROPRIATED AS PROVIDED HEREIN; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNERS OF THE NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG, FLORIDA:

Section 1: *Authority for this Resolution.* This Resolution is adopted pursuant to the Constitution of the State of Florida, Chapter 166, Part II, Florida Statutes, the municipal charter of the City of St. Petersburg, Florida (the "Issuer") and other applicable provisions of law (collectively, the "Act").

Section 2: *Definitions.* All capitalized undefined terms shall have the same meaning as set forth in this Resolution, as hereinafter defined. In addition, the following terms, unless the context otherwise requires, shall have the meanings specified in this section. Words importing the singular number shall include the plural number in each case and vice versa.

"*Business Day*" means any day except any Saturday or Sunday or day on which the Principal Office of the Original Purchaser is lawfully closed.

"*City Attorney*" shall mean the City Attorney or his designee.

"*City Clerk*" shall mean the City Clerk or any assistant or deputy City Clerk of the Issuer.

"*Code*" shall mean the Internal Revenue Code of 1986, as amended, and any Treasury Regulations, whether temporary, proposed or final, promulgated thereunder or applicable thereto.

"Debt Service Fund" means the Debt Service Fund established with respect to the Note pursuant to Section 10 hereof.

"Director of Finance" shall mean the Director of Finance of the Issuer or any assistant or deputy thereof.

"Fiscal Year" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law.

"Issuer" means the City of St. Petersburg, Florida, a municipal corporation of the State of Florida.

"Maturity Date" means October 1, 2022.

"Mayor" shall mean the Mayor of the Issuer, or his or her designee.

"Non-Ad Valorem Revenues" means all legally available revenues of the Issuer other than ad valorem tax revenues.

"Note" means the Non-Ad Valorem Revenue Note, Series 2014 authorized by Section 4 hereof.

"Note Counsel" means Bryant Miller Olive P.A., or other national recognized bond counsel firm.

"Original Purchaser" means Whitney Bank d/b/a Hancock Bank.

"Owner" or *"Owners"* means the Person or Persons in whose name or names the Note shall be registered on the books of the Issuer kept for that purpose in accordance with provisions of this Resolution.

"Permitted Lender" means any affiliate of the Original Purchaser or any bank, trust company, savings institution, insurance company or qualified institutional buyer under Rule 144A promulgated under the Securities Act of 1933 that is engaged as a regular part of its business in purchasing notes or obligations similar to the Note.

"Person" means natural persons, firms, trusts, estates, associations, corporations, partnerships and public bodies.

"Pledged Revenues" means the Non-Ad Valorem Revenues budgeted, appropriated and deposited in the Debt Service Fund as provided herein.

"Principal Office" means with respect to the Original Purchaser, the office located at Hancock Bank, 113 Designer Circle, Dothan, Alabama, 36303, Attn: Steven E. Cole, or such other office as the Original Purchaser may designate to the Issuer in writing.

"Project Fund" means the Project Fund established with respect to the Note pursuant to Section 11 hereof.

"Resolution" means this Resolution, pursuant to which the Note is authorized to be issued, including any supplemental resolution(s).

"State" means the State of Florida.

Section 3: Findings.

(A) For the benefit of its citizens, the Issuer finds, determines and declares that it is necessary for the continued preservation of the welfare and convenience of the Issuer and its citizens to finance the acquisition of containers and trucks as part of the Issuer's recycling program.

(B) Debt service on the Note will be secured by a covenant to budget, appropriate and deposit Non-Ad Valorem Revenues as provided herein. The Pledged Revenues will be sufficient to pay the principal and interest on the Note herein authorized, as the same become due, and to make all deposits required by this Resolution.

(C) The Issuer shall never be required to levy ad valorem taxes or use the proceeds thereof to pay debt service on the Note or to make any other payments to be made hereunder or to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues. The Note shall not constitute a lien on any property owned by or situated within the city limits of the Issuer other than the Pledged Revenues.

(D) It is estimated that the Non-Ad Valorem Revenues will be available after satisfying funding requirements for obligations having an express lien on or pledge thereof and after satisfying funding requirements for essential governmental services of the Issuer, in amounts sufficient to provide for the payment of the principal of and interest on the Note and all other payment obligations hereunder.

(E) The Issuer has received an offer from the Original Purchaser to purchase the Note.

(F) In consideration of the purchase and acceptance of the Note authorized to be issued hereunder by those who shall be the Owners thereof from time to time, this Resolution shall constitute a contract between the Issuer and the Original Purchaser or any subsequent Owners.

Section 4: Authorization of Note and Use of Proceeds. Subject and pursuant to the provisions of this Resolution, an obligation of the Issuer to be known as the "City of St. Petersburg, Florida Non-Ad Valorem Revenue Note, Series 2014" is hereby authorized to be issued under and secured by this Resolution in the principal amount of not to exceed \$6,500,000 for the purpose of financing the acquisition of containers and trucks as part of the Issuer's recycling program, and paying the costs of issuing the Note. The use of the proceeds of the Note as heretofore described is also authorized.

Because of the characteristics of the Note, prevailing market conditions, and additional savings to be realized from an expeditious sale of the Note, it is in the best interest of the Issuer to accept the offer of the Original Purchaser to purchase the Note at a private negotiated sale, which was based upon a competitive selection process. Prior to the issuance of the Note, the Issuer shall receive from the Original Purchaser a Purchaser's Certificate, in substantially the form attached hereto as Exhibit B and a Disclosure Letter containing the information required by Section 218.385, Florida Statutes, in substantially the form attached hereto as Exhibit C.

Section 5: This Resolution to Constitute Contract. In consideration of the acceptance of the Note authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Issuer and such Owners.

Section 6: Description of the Note. The Note shall be dated the date of its execution and delivery, which shall be a date agreed upon by the Issuer and the Original Purchaser, subject to the following terms:

(A) **Interest Rate.** The Note shall have a fixed interest rate equal to 1.44% (subject to adjustment upon the occurrence of certain events as provided in the Note) (the "Interest Rate") calculated on a 30/360-day basis.

(B) **Principal and Interest Payment Dates.** Interest on the Note shall be paid semi-annually on each April 1 and October 1, commencing April 1, 2015. Principal on the Note shall be paid in the amounts and on the dates set forth in the Note with a final maturity date of the Maturity Date.

(C) **Prepayment of the Note.** The Note shall be subject to prepayment as described in the Note.

(D) Form of the Note. The Note is to be in substantially the form set forth in Exhibit A attached hereto, together with such non-material changes as shall be approved by the Mayor, such approval to be conclusively evidenced by the execution thereof by the Mayor.

(E) Original Denomination. The Note shall originally be issued in a single denomination equal to the original principal amount authorized hereunder; provided, however, such Note may be transferred in less than the then outstanding principal amount, so long as the denomination or denominations are not less than \$100,000.

Section 7: Execution and Delivery of Note. The Note shall be executed in the name of the Issuer by its Mayor and attested by its City Clerk, subject to the approval of the City Attorney as to form and correctness, and the corporate seal of the Issuer or a facsimile thereof shall be affixed thereto or reproduced thereon. In case any one or more of the officers of the Issuer who shall have signed or sealed the Note shall cease to be such officer or officers of the Issuer before the Note so signed and sealed shall have been actually sold and delivered, such Note may nevertheless be sold and delivered as if the persons who signed or sealed such Note had not ceased to hold such offices. The Note may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Note shall hold the proper office, although at the date of such execution of the Note such person may not have held such office or may not have been so authorized.

Section 8: Registration and Exchange of the Note; Persons Treated as Owner. The Note is initially registered to the Original Purchaser. So long as the Note shall remain unpaid, the Issuer will keep books for the registration and transfer of the Note. The Note shall be transferable only upon such registration books. Notwithstanding anything herein to the contrary, the Original Purchaser may in the future make transfers, in whole or in part, or enter into participation agreements or securitization transactions with respect to the Note; provided, however, such transfers shall be only to Permitted Lenders and the Note may not be transferred in a denomination of less than \$100,000.

The Persons in whose name the Note shall be registered shall be deemed and regarded as the absolute Owners thereof for all purposes, and payment of principal and interest on such Note shall be made only to or upon the written order of the Owners. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Section 9: Payment of Principal and Interest; Limited Obligation. The Issuer promises that it will promptly pay the principal of and interest on the Note at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof. The Note is secured by a pledge of and lien upon the Pledged Revenues in the manner and to the extent described herein. The Note shall not be or constitute a general obligation or indebtedness of the Issuer as a "bond" within the meaning of Article VII, Section 12 of the

Constitution of Florida, but shall be payable solely from the Pledged Revenues in accordance with the terms hereof. No Owner of the Note issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power or the use of ad valorem tax revenues to pay such Note, or be entitled to payment of such Note from any funds of the Issuer except from the Pledged Revenues as described herein.

Section 10: *Covenant to Budget and Appropriate.* (A) Subject to the next paragraph, the Issuer covenants and agrees and has a positive and affirmative duty to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues, and to deposit into the Debt Service Fund hereinafter created, amounts sufficient to pay principal of and interest on the Note not being paid from other amounts as the same shall become due. Such covenant and agreement on the part of the Issuer to budget, appropriate and deposit such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated, deposited and actually paid. No lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in effect until such monies are budgeted, appropriated and deposited as provided herein. The Issuer further acknowledges and agrees that the obligations of the Issuer to include the amount of such amendments in each of its annual budgets and to pay such amounts from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

Until such monies are budgeted, appropriated and deposited as provided herein, such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the Issuer from pledging in the future its Non-Ad Valorem Revenues, nor does it require the Issuer to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Owners of the Note a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the Issuer. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a lien on and pledge of specific components of the Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). Anything in this Resolution to the contrary notwithstanding, it is understood and agreed that all obligations of the Issuer hereunder shall be payable from the portion of Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided for herein and nothing herein shall be deemed to pledge ad valorem tax power or ad valorem taxing revenues or to permit or constitute a mortgage or lien upon any assets owned by the Issuer and no holder of the Note nor any other person, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Issuer or the use or application of ad valorem tax revenues in order to satisfy any payment obligations hereunder or to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees, or any other Non-Ad Valorem Revenues. Notwithstanding any provisions of this Resolution or the Note to the contrary, the Issuer shall never be obligated to

maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues. Until such monies are budgeted, appropriated and deposited as provided herein, neither this Resolution nor the obligations of the Issuer hereunder shall be construed as a pledge of or a lien on all or any legally available Non-Ad Valorem Revenues of the Issuer, but shall be payable solely as provided herein subject to the availability of Non-Ad Valorem Revenues after satisfaction of funding requirements for obligations having an express lien on or pledge of such revenues, payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Issuer, and the provisions of Section 166.241, Florida Statutes, insofar as there are not sufficient Non-Ad Valorem Revenues to comply with such covenant after the satisfaction of the funding requirements for obligations having an express lien on or pledge of such revenues and the funding requirements for essential governmental services of the Issuer.

There is hereby created and established the "City of St. Petersburg, Florida Non-Ad Valorem Revenue Note , Series 2014 Debt Service Fund," which fund shall be a trust fund held by the Director of Finance, which shall be held solely for the benefit of the Owners of the Note. The Debt Service Fund shall be deemed to be held in trust for the purposes provided herein for such Debt Service Fund. The money in such Debt Service Fund shall be continuously secured in the same manner as state and municipal deposits are authorized to be secured by the laws of the State. The designation and establishment of the Debt Service Fund in and by this Resolution shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues and assets of the Issuer for certain purposes and to establish certain priorities for application of such revenues and assets as herein provided. The Issuer may at any time and from time to time appoint one or more depositories to hold, for the benefit of the Owners of the Note, the Debt Service Fund established hereby. Such depository or depositories shall perform at the direction of the Issuer the duties of the Issuer in depositing, transferring and disbursing moneys to and from such Debt Service Fund as herein set forth, and all records of such depository in performing such duties shall be open at all reasonable times to inspection by the Issuer and its agent and employees. Any such depository shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and having a combined capital, surplus and undivided profits aggregating not less than fifty million dollars (\$50,000,000).

(B) Commencing in the month following the date of issuance of the Note, the Issuer shall deposit into or credit to the Debt Service Fund 1/6th of the interest due on the Note on the next succeeding interest payment date and 1/12th of the principal due on the next succeeding principal payment date, together with any amounts necessary to make up prior deficiencies in such Debt Service Fund.

(C) Until applied in accordance with this Resolution, the Non-Ad Valorem Revenues of the Issuer on deposit in the Debt Service Fund and other amounts on deposit from time to time therein, plus any earnings thereon, are pledged to the repayment of the Note.

Section 11. Application of Proceeds of Note. Proceeds from the sale of the Note shall be deposited into the Project Fund (hereinafter created) and used to finance the acquisition of containers and trucks as part of the Issuer's recycling program, and pay associated costs of issuance (including but not limited to legal and financial advisory fees and expenses).

The Issuer covenants and agrees to establish a special fund to be designated "City of St. Petersburg, Florida Non-Ad Valorem Revenue Note, Series 2014, Project Fund." The designation and establishment of the Project Fund by this Resolution shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain assets of the Issuer for certain purposes and to establish certain priorities for application of such assets as herein provided. Amounts on deposit from time to time in the Project Fund, plus any earnings thereon, are pledged to the repayment of the Note.

The funds and accounts created and established by this Resolution shall constitute trust funds for the purpose provided herein for such funds. Moneys on deposit to the credit of all funds and accounts created hereunder may be invested pursuant to applicable law and the Issuer's written investment policy and shall mature not later than the dates on which such moneys shall be needed to make payments in the manner herein provided. The securities so purchased as an investment of funds shall be deemed at all times to be a part of the account from which the said investment was withdrawn, and the interest accruing thereon and any profit realized therefrom shall be credited to such fund or account, except as expressly provided in this Resolution, and any loss resulting from such investment shall likewise be charged to said fund or account.

Section 12: Tax Covenant. The Issuer covenants to the Owners of the Note provided for in this Resolution that the Issuer will not make any use of the proceeds of the Note at any time during the term of the Note which, if such use had been reasonably expected on the date the Note was issued; would have caused such Note to be an "arbitrage bond" within the meaning of the Code. The Issuer will comply with the requirements of the Code and any valid and applicable rules and regulations promulgated thereunder necessary to ensure the exclusion of interest on the Note from the gross income of the holders thereof for purposes of federal income taxation.

Section 13: Amendment. This Resolution shall not be modified or amended in any respect subsequent to the issuance of the Note, except with the written consent of the Owners of a majority in outstanding principal amount of the Note.

Section 14: Limitation of Rights. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Note is intended or shall be construed to give to any person other than the Issuer and the Owners any legal or equitable right, remedy or claim under or with respect to this Resolution or any covenants, conditions and provisions herein contained; this Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Owners.

Section 15: Note Mutilated, Destroyed, Stolen or Lost. In case the Note shall become mutilated, or be destroyed, stolen or lost, the Issuer shall issue and deliver a new Note of like tenor as the Note so mutilated, destroyed, stolen or lost, in exchange and in substitution for such mutilated Note, or in lieu of and in substitution for the Note destroyed, stolen or lost and upon the Owners furnishing the Issuer proof of ownership thereof and indemnity reasonably satisfactory to the Issuer and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur. The Note so surrendered shall be canceled.

Section 16: Impairment of Contract. The Issuer covenants with the Owners of the Note that it will not, without the written consent of the Owners of a majority in outstanding principal amount of the Note, enact any ordinance or adopt any resolution which repeals, impairs or amends in any manner adverse to the Owners the rights granted to the Owners of the Note hereunder.

Section 17: Financial Information. Not later than 210 days following the close of each Fiscal Year, the Issuer shall provide the Original Purchaser of the Note with (i) its Comprehensive Annual Financial Report including annual financial statements for each fiscal year of the Issuer, prepared in accordance with applicable law and generally accepted accounting principles and audited by an independent certified public accountant and (ii) such other financial information as the Original Purchaser may reasonably request, such information to be provided at no cost to the Original Purchaser. All accounting terms not specifically defined or specified herein shall have the meanings attributed to such terms under generally accepted accounting principles as in effect from time to time, consistently applied.

Section 18: Events of Default; Remedies of Owners of the Note. The following shall constitute "Events of Default": (i) if the Issuer fails to pay any payment of principal or interest on the Note or other debt payable from any Non-Ad Valorem Revenues as the same becomes due and payable, and such failure is not cured within 5 days; (ii) if the Issuer defaults in the performance or observance of any covenant or agreement contained in this Resolution or the Note (other than set forth in (i) above) and fails to cure the same within thirty (30) days following notice thereof; or (iii) filing of a petition by or against the Issuer relating to bankruptcy, reorganization, arrangement or readjustment of debt of the Issuer or for any other

relief relating to the Issuer under the United States Bankruptcy Code, as amended, or any other insolvency act or law now or hereafter existing, or the involuntary appointment of a receiver or trustee for the Issuer, and the continuance of any such event for 90 days undismissed or undischarged.

Upon obtaining knowledge of an Event of Default, the Issuer shall within 5 days of obtaining such knowledge, provide written notice of any such Event of Default to the Owners of the Note.

Upon the occurrence and during the continuation of any Event of Default, the Owners of the Note may, in addition to any other remedies set forth in this Resolution or the Note, either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted or contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution, or by any applicable statutes to be performed by the Issuer.

The Issuer shall reimburse the Owners (and their agents) for all reasonable legal and collection costs incurred in the exercise of remedies hereunder, to collect payments due under the Note or to enforce the provisions of this Resolution.

In case of (a) an Event of Default pursuant to (i) above or (b) the acceleration of any other debt of the Issuer which is secured by a covenant to budget and appropriate from legally available non-ad valorem revenues of the Issuer, upon written declaration of the Owners of at least 100% of the principal amount of the Note, the entire debt then remaining unpaid under the Note shall be immediately due and payable.

Section 19: *Anti-Dilution Test.* The Issuer may incur additional debt secured by all or a portion of the Non-Ad Valorem Revenues only if the total amount of Non-Ad Valorem Revenues for the prior fiscal year were at least 2.00 times the maximum annual debt service of all debt (including all long-term financial obligations appearing on the Issuer's most recent audited financial statements and the debt proposed to be incurred) to be paid from Non-Ad Valorem Revenues (collectively, "Debt"), including any Debt payable from one or several specific revenue sources.

For purposes of calculating maximum annual debt service if the terms of the Debt are such that interest thereon for any future period of time is to be calculated at a rate which is not then susceptible of precise determination ("Variable Rate Debt"), interest on such Variable Rate Debt shall be computed as follows:

- (a) if the principal amount of Variable Rate Debt (including any Variable Rate Debt proposed to be incurred) is less than or equal to 25% of the principal amount

of all Debt (including the Debt proposed to be incurred), an interest rate equal to the higher of 12% per annum or The Bond Buyer 40 Index shall be assumed; or

(b) if the principal amount of Variable Rate Debt (including any Variable Rate Debt proposed to be incurred) is more than 25% of the principal amount of all Debt (including the Debt proposed to be incurred), the maximum rate which could be borne by such Variable Rate Debt shall be assumed.

For purposes of calculating maximum annual debt service, balloon indebtedness shall be assumed to amortize in up to 20 years on a level debt service basis. In the event that the Issuer is required to fund a reserve fund, the funding of such reserve fund shall be included in the calculation of debt service. For purposes of this paragraph, "balloon indebtedness" includes indebtedness if 25% or more of the principal amount thereof comes due in any one year.

Section 20: *Severability.* If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Resolution or of the Note issued thereunder.

Section 21: *Business Days.* In any case where the due date of interest on or principal of a Note is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day, provided that credit for payments made shall not be given until the payment is actually received by the Owners.

Section 22: *Applicable Provisions of Law.* This Resolution shall be governed by and construed in accordance with the laws of the State.

Section 23: *Rules of Interpretation.* Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Resolution and not solely to the particular portion in which any such word is used.

Section 24: *Captions.* The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

Section 25: *Members of the City Council Not Liable.* No covenant, stipulation, obligation or agreement contained in this Resolution shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent or employee of the Issuer in his

or her individual capacity, and neither the members of the City Council nor any person executing the Note shall be liable personally on the Note or this Resolution or shall be subject to any personal liability or accountability by reason of the issuance or the execution of the Note or this Resolution.

Section 26: *Authorizations.* The members of the City Council of the Issuer, the Mayor, the Director of Finance and the Issuer's officers, attorneys and other agents and employees are hereby authorized to perform all acts and things required of them by this Resolution or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Note and this Resolution, and they are hereby authorized to execute and deliver all documents which shall be required by Note Counsel or the Original Purchaser to effectuate the sale of the Note. All action taken to date by the officers, attorneys and any other agents and employees of the Issuer in furtherance of the issuance of the Note is hereby approved, confirmed and ratified.

Section 27: *Repealer.* This Resolution supersedes all prior actions of City Council inconsistent herewith. All resolutions or portions thereof in conflict with the provisions of this Resolution are hereby repealed to the extent of any such conflict.

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Section 28: Effective Date. This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)

EXHIBIT A

[FORM OF NOTE]

Dated Date: October 15, 2014

\$6,075,000

Interest Rate 1.44%
(subject to adjustment as described herein)

STATE OF FLORIDA
CITY OF ST. PETERSBURG, FLORIDA
NON-AD VALOREM REVENUE NOTE, SERIES 2014

KNOW ALL MEN BY THESE PRESENTS that the City of St. Petersburg, Florida (the "Issuer"), a municipal corporation created and existing pursuant to the Constitution and the laws of the State of Florida, for value received, promises to pay from the sources hereinafter provided, to the order of WHITNEY BANK D/B/A HANCOCK BANK, or registered assigns (hereinafter, the "Owner"), the principal sum of \$6,075,000, on the dates and in the amounts as hereinafter described, together with interest on the principal balance at the "Interest Rate" described below, calculated on a 30/360-day basis, however, that such interest rate shall in no event exceed the maximum interest rate permitted by applicable law. This Note shall have a final "Maturity Date" of October 1, 2022.

The Interest Rate is equal to 1.44% (subject to adjustment as described herein).

Interest shall be payable to the Owner on each April 1 and October 1, commencing on April 1, 2015.

A final payment in the amount of the remaining principal balance, together with all accrued and unpaid interest hereon, shall be due and payable in full on the Maturity Date.

This Note may be prepaid in whole on any date with 10 days advance written notice to the Owner thereof without prepayment penalty. This Note may be redeemed in part on any principal payment date with 10 days advance written notice to the Owner thereof without prepayment penalty, provided that the Issuer pays all accrued interest accrued to the date of prepayment and provided further that the principal amount of the Note that remains outstanding following any prepayment is a multiple of \$1,000. Principal payments shall be applied to the latest principal installments, in inverse order of maturity.

If any date for the payment of principal and interest hereon shall fall on a day which is not a Business Day (as defined in the Resolution hereinafter defined) the payment due on such

date shall be due on the next succeeding day which is a Business Day, but the Issuer shall not receive credit for the payment until it is actually received by the Owner.

All payments by the Issuer pursuant to this Note shall apply first to accrued interest, then to other charges due the Owner, and the balance thereof shall apply to principal.

THIS NOTE DOES NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY THE OWNER OF THIS NOTE THAT SUCH OWNER SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE ISSUER OR TAXATION OF ANY REAL OR PERSONAL PROPERTY THEREIN OR THE USE OF AD VALOREM TAX REVENUES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS NOTE OR THE MAKING OF ANY OTHER PAYMENTS PROVIDED FOR IN THE RESOLUTION.

This Note is issued pursuant to Constitution of the State of Florida, Chapter 166, Part II, Florida Statutes, the municipal charter of the Issuer and other applicable provisions of law, and Resolution No. 2014-__ duly adopted by the Issuer on October 2, 2014, as amended and supplemented from time to time (herein referred to as the "Resolution"), and is subject to all the terms and conditions of the Resolution. All terms, conditions and provisions of the Resolution including, without limitation, remedies in the Event of Default are by this reference thereto incorporated herein as a part of this Note. Payment of the Note is secured by a covenant to budget, appropriate and deposit Non-Ad Valorem Revenues of the Issuer and a pledge of and lien upon the Pledged Revenues, in the manner and to the extent described in the Resolution. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Resolution.

Unless earlier prepaid, the principal amount of this Note shall be paid in the following amounts on the following dates:

<u>Dates</u>	<u>Amounts</u>
October 1, 2015	\$1,195,000
October 1, 2016	1,230,000
October 1, 2017	1,250,000
October 1, 2018	1,260,000
October 1, 2019	280,000
October 1, 2020	285,000
October 1, 2021	285,000
October 1, 2022	290,000

In the event of a Determination of Taxability, the interest rate shall be subject to a full gross-up modification, as determined by the Owner and its counsel (the "Taxable Rate"), effective retroactively to the date on which such Determination of Taxability was made. In addition, upon a Determination of Taxability, the Issuer agrees to pay to the Owner subject to such Determination of Taxability the Additional Amount upon demand. "Additional Amount" means (i) the difference between (a) interest on this Note for the period commencing on the date on which the interest on this Note ceased to be excludable from gross income for federal income tax purposes and ending on the earlier of the date this Note ceased to be outstanding or such adjustment is no longer applicable to this Note (the "Taxable Period") at a rate per annum equal to the Taxable Rate, and (b) the aggregate amount of interest paid on this Note for the Taxable Period under the provisions of this Note without considering the Determination of Taxability, plus (ii) any penalties and interest paid or payable by such Owner to the Internal Revenue Service by reason of such Determination of Taxability. As used herein, "Determination of Taxability" means a final decree or judgment of any federal court or a final action of the Internal Revenue Service or of the United States Treasury Department determining that any interest payable on this Note is includable in the gross income of the Owner. No such decree or action shall be considered final for the purposes of this paragraph unless the Issuer has been given written notice thereof and, if it is so desired by the Issuer and is legally permissible, the Issuer has been afforded the opportunity to contest the same, at its own expense, either directly or in the name of the Owner and until the conclusion of any appellate review, if sought.

Upon and during the continuance of an Event of Default, the Note shall bear interest at the "Default Rate." For purposes of this Note, the term "Default Rate" shall mean the lesser of (i) 6% per annum or (ii) the maximum interest rate permitted by applicable law.

This Note shall bear interest at the Interest Rate; provided, however, that if any principal of or interest on this Note is not paid when due, this Note and any amount so in default shall bear interest at the Default Rate until such default is cured. Anything provided in the Resolution or in this Note to the contrary notwithstanding, in no event shall this Note bear interest in excess of the maximum interest rate permitted by applicable law.

This Note may be exchanged or transferred by the Owner hereof to any Permitted Lender but only upon the registration books maintained by the Issuer and in the manner provided in the Resolution.

The Issuer to the extent permitted by law hereby waives presentment, demand, protest and notice of dishonor.

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in the execution, delivery and the issuance of this Note do exist, have happened and have been performed in due time, form and

manner as required by law, and that the issuance of this Note is in full compliance with and does not exceed or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of St. Petersburg, Florida, has issued this Note and has caused the same to be executed by its Mayor, attested by its City Clerk, approved as to form and correctness by its Assistant City Attorney, either manually or with their facsimile signatures, and the corporate seal of the City, or a facsimile thereof to be impressed, imprinted or otherwise reproduced hereon, all as of the dated date set forth above.

CITY OF ST. PETERSBURG, FLORIDA

(SEAL)

Richard D. Kriseman, Mayor

ATTESTED:

Chan Srinivasa, City Clerk

APPROVED AS TO FORM AND CORRECTNESS

Jacqueline M. Kovilaritch , Assistant City Attorney

EXHIBIT B

FORM OF PURCHASER'S CERTIFICATE

This is to certify that Whitney Bank d/b/a Hancock Bank (the "Purchaser") has not required the City of St. Petersburg, Florida (the "Issuer") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the issuance by City of St. Petersburg, Florida of its \$6,075,000 Non-Ad Valorem Revenue Note, Series 2014 (the "Note"), and no inference should be drawn that the Purchaser, in the acceptance of said Note, is relying on Note Counsel or the City Attorney as to any such matters other than the legal opinions rendered by Note Counsel and by the Assistant City Attorney, Jacqueline Kovilaritch, Esq. ("General Counsel"). Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in Resolution No. 2014-__ adopted by the City Council of the Issuer on October 2, 2014 (the "Resolution").

We are aware that investment in the Note involves various risks, that the Note is not a general obligation of the Issuer or payable from ad valorem tax revenues, and that the payment of the Note is secured solely from the sources described in the Resolution (the "Note Security").

We have made such independent investigation of the Note Security as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our investment in the Note and can bear the economic risk of our investment in the Note.

We acknowledge and understand that the Resolution is not being qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"), and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the Issuer, Note Counsel nor the General Counsel shall have any obligation to effect any such registration or qualification.

We are not acting as a broker or other intermediary, and are purchasing the Note as an investment for our own account and not with a present view to a resale or other distribution to the public. We understand that the Note may be transferred in whole or in part; provided, however, we understand that the Note may only be transferred in accordance with the limitations set forth in the Resolution.

We are a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the Note for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

We are an "accredited investor" within the meaning of the Securities Act of 1933, as amended, and Regulation D thereunder.

DATED this 15th of October, 2014.

WHITNEY BANK D/B/A HANCOCK BANK

By: _____
Name: Steven E. Cole
Title: Senior Vice President

EXHIBIT C

FORM OF DISCLOSURE LETTER

Following a competitive selection process, the undersigned, as purchaser, proposes to negotiate with City of St. Petersburg, Florida (the "Issuer") for the private purchase of its \$6,075,000 Non-Ad Valorem Revenue Note, Series 2014 (the "Note"). Prior to the award of the Note, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Purchaser") in connection with the issuance of the Note (such fees and expenses to be paid by the Issuer):

\$4,500
Akerman LLP, Purchaser's Counsel
Legal Fees

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Purchaser in connection with the issuance of the Note to any person not regularly employed or retained by the Purchaser (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Purchaser, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Purchaser, or to the knowledge of the Purchaser, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Purchaser or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Note.

3. The amount of the underwriting spread expected to be realized by the Purchaser is \$0.

4. The management fee to be charged by the Bank is \$0.

5. Truth-in-Bonding Statement:

The Note is being issued primarily to finance the acquisition of containers and trucks as part of the Issuer's recycling program.

Unless earlier prepaid, the Note is expected to be repaid by October 1, 2022; at an interest rate of 1.44%, total interest paid over the life of the Note is estimated to be \$284,670.

The Note will be payable solely from a covenant to budget, appropriate and deposit from Non-Ad Valorem Revenues sufficient to make such payments, appropriated and deposited as described in Resolution No. 2014-____ of the Issuer adopted on October 2, 2014 (the "Resolution"). See the Resolution for a definition of Non-Ad Valorem Revenues. Issuance of the Note is estimated to result in an annual average of approximately \$796,618.37 of revenues of the Issuer not being available to finance the services of the Issuer during the life of the Note. This paragraph is provided pursuant to Section 218.385, Florida Statutes.

6. The name and address of the Purchaser is as follows:

Whitney Bank d/b/a Hancock Bank
113 Designer Circle
Dothan, Alabama 36303
Attr: Steven E. Cole

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Bank this 15th day of October, 2014.

WHITNEY BANK D/B/A HANCOCK BANK

By: _____
Name: Steven E. Cole
Title: Senior Vice President

City of St. Petersburg

Public Services & Infrastructure Committee

Meeting of September 25, 2014 - 9:15 a.m.

City Hall, Room 100

Members and Alternates: Chair Bill Dudley; Vice-Chair Steve Kornell, Darden Rice, Alternate: Jim Kennedy

Other present: Council Members Karl Nurse; Support Staff: Brian Campbell, Information Technology Security Officer and primary support staff; Blaise Mazzola, Claims Supervisor and backup support staff; Mark Winn, Assistant City Attorney; Dave Goodwin, Director, Planning and Economic Development; Corey Malyszka, Development Services; Elizabeth Abernethy, Zoning Official

1. Call to Order and Roll Call - 9:38 A.M.
2. Approval of Agenda: Approved 4-0
3. Approval of Minutes
 - a. Minutes September 11, 2014: Approved 4-0
4. New Business
 - a. Tree Ordinance – Presentation was made by Dave Goodwin, Liz Abernethy, and Corey Malyszka. They recapped the ordinance and presented recommendations. CM Nurse asked for clarification of trimming requirements pertaining to certified arborist. CM Kennedy suggested a matrix or cross-reference chart of the existing ordinance to proposed changes and recommendations of the task force. CM Kornell outlined the catalyst incident which sparked the existing referral. CM Gerdes asked for clarification of scope specifically if the ordinance applied to the power company. State statues are in place which allows power companies to keep lines clear of encroaching foliage with minimal “beauty” clause when trimming.. CM Rice emphasized the importance of improving requirements and enforcement and recognized that success will require interdepartmental approach to help publicize the ordinance.

Action Item: *To be returned to the Council for action. Approved 4-0*

- b. Strengthen LDRs to limit business encroachment into neighborhoods – Dave Goodwin and Corey Malyszka presented the current status of Land Development Regulations (LDR) and current tools and techniques in use to meet them.. CM Rice referred to the Rollin Oats variance request, which has since been withdrawn, as the motivation for review. CM Rice also voiced her concern that she see a trend of attempted neighborhood encroachment by commercial properties. CM Kennedy asked for clarification of countywide land use plan and its integration with the City of St. Petersburg’s existing LDRs.

Action Item: *None. Item to be removed from referral list.*

5. Continued/Deferred Business
6. Meeting adjourned at 9:50 A.M.

ST. PETERSBURG CITY COUNCIL
Housing Services Committee Report
Council Meeting of October 2, 2014

TO: The Honorable Bill Dudley, Chair, and Members of City Council

FROM: Housing Services Committee: Karl Nurse, Committee Chair, Wengay Newton, Committee Vice-Chair, Steve Cornell, Councilmember, Charlie Gerdes, Councilmember, Darden Rice, Alternate

RE: Housing Services Committee Meeting of September 25, 2014

New Business:

Discussion of Recommended Appointment of Ms. Valerie Roberts to the St. Petersburg Housing Authority Board of Directors

Chair Nurse asked Ms. Roberts to come and sit up front and introduce herself. Mr. Roberts said that she is a resident of Sunset Oaks Apartments located at 4888 21st Avenue North. She discussed that her interest in serving on the Board stems from her desire to get things done right and in a fair way. Vice-Chair Newton asked her opinions about contracts and Ms. Roberts responded that she would listen to all sides and points of view prior to making a decision.

Councilmember Gerdes asked what were the procedures for appointing members to the Housing Authority Board? Chair Nurse responded that candidates are recommended by the Mayor for confirmation by Full City Council. Candidates are asked to appear before the Housing Services Committee to be introduced to the Committee and answer any questions members of the Committee may have prior to being appointed by Full Council.

Vice Chair Newton discussed that the City is in the process of implementing the Southside CRA and asked if Ms. Roberts would make decisions on housing should they be necessary. Ms. Roberts responded that she would. Councilmember Kornell responded that it is nice to meet Ms. Roberts and like the fact that someone who receives services from the St. Petersburg Housing Authority has decided to serve on its Board. Councilmember Gerdes asked Ms. Roberts has the time commitment been disclosed to her. She responded that it has.

Action: A motion was made to recommend appointment of Ms. Roberts to the St. Petersburg Housing Authority to Full Council.

Discussion of Cold Case Properties, Mike Dove, Neighborhood Affairs Administrator, and Todd Yost, Director of Codes Compliance Assistance

Mr. Dove began the presentation by discussing that what will be presented is an issue of serious concern that his Administration is working on but that he is not asking the Committee to do anything at this time, it is for information only. He discussed the housing infrastructure that will be dealt with and the issues within Palmetto Park. He described the layers of blight that will be discussed included, Dead Properties, Injunction Properties, Foreclosures, and Estate Properties.

Mr. Yost began his discussion by saying that for the past five (5) months, Codes Compliance has researched various problem properties. He reported that a review of the data revealed the following:

- Cold Case Properties: are defined by overgrowth, securing, demolition, blight, and crime.
- Dead Property Case: not in foreclosure, purchase through tax certificate sales, owned by LLC's.
 - 284 properties with \$10,000 or more in Just Market Value.
 - 257 vacant lots
 - Average assessments that totals \$21,656
 - 86 properties owe more than \$5,180 in assessments to the City.
 - 370 total Dead Properties.
- Injunction Properties: Have been identified in three areas of the City and have \$10,000 in code enforcement liens, 5-8 Municipal Ordinance Violations where the owners refuse to comply.

Councilmember Gerdes requested information on the business model of owners of these properties. Ms. Yost responded that these properties are owned by investors who purchase them in bulk by the millions of dollars, and that the investors are only interested in the 18% they received in addition to the cost of the tax certificates.

- Foreclosures: are activities by banks
 - Zombie Properties – 34 properties that are in foreclosure with no one found to take responsibility.
 - There are a total of 420 Cold Case Properties as of the date of the survey.
- Estate Properties: There are 13 properties where no heirs have been identified.

Mr. Yost provided the average costs for lot clearing and securing the properties annually. Mr. Yost described some of the possible solutions as follows:

Dead Properties

- Seek letter of offer to give to the city
- Seek Legal Judgment/Foreclosure

Injunction

- Petition Courts to allow city to resolve code violations

Zombie Foreclosures

- Petition court for sale of property
- Petition court for satisfaction of liens

Estate Properties

- Seek heirs and Legal Judgment

Mr. Dove discussed that he is not asking the City to help absorb the cost of these properties as the costs are already being absorbed, but they want to try to reduce the costs while they attempt to implement additional solutions. He discussed that the \$350,000 in funding he requested are resources that will be used to assist with working on this issue.

Mr. Matt Weidner a private citizen and attorney thanked the City for getting involved. He would like to personally thank Mr. Dove and Mr. Yost for what they are doing. Mr. Weidner mentions nuisance statutes as a means of empowering citizens to be able to take action regarding dead properties. He believes it should not only be left up to code enforcement to pursue. He believes that the neighborhoods can also advocate for resolution to these cases, and spoke of 1,300 new cases that have just shown up today.

Chair Nurse asked how do we get started? Mr. Dove responded that we will have to be much more aggressive. Councilmember Gerdes discussed Pinellas County Attorneys at foreclosure hearings and not having seen City of St. Petersburg Attorneys at these hearings.

Mark Winn, Chief Assistant City Attorney responded that the City would need another legal person just to deal with getting the cold case or dead case list. He advised that he and Mr. Dove have started to work on a few of these properties. It is a small start but need more assistance to tackle the full matter.

Chair Nurse mentioned a memorandum from Mr. Johnson about Hardest Hit funding where the State of Florida has only spent one third of the \$1.057 billion it received from the U.S. Treasury Department to assist homes that have been foreclosed. He discussed that some of this funding could be utilized to address this issue. Chair Nurse mentioned that Sally Everett has been asked to take the request to Tallahassee for a decision.

Councilmember Kornell asked if there was a way to head-off tax deeds before they occur. Mr. Yost responded that ideally it would be nice to get rid of what we have on the back end, and have a plan for others before they start. He believes a legal solution needs to be developed.

Mr. Winn discussed possibly hiring outside Council to temporarily assist with this matter.

Action: No action taken.

Update of NSP-1 & NSP-3, Stephanie Lampe, Sr. Housing Development Coordinator

Ms. Lampe provided an update of the status of the Neighborhood Stabilization Programs 1 and 3. She discussed a home purchased by a City employee and presented a current update to the report since its distribution.

Action: No action taken.

Request from Administration for City Council to authorize Administration to fund multi-family developments that request assistance below \$100,000 from the City when applying for Tax Credit financing to construct affordable units when the deadline to fund the development does not provide the time needed to present the request to City Council, Joshua Johnson, Director, Housing and Community Development

Mr. Johnson discussed that the Resolution that City Council authorize Administration to commit funding of \$100,000 or less for multi-family developers who request assistance from the City for

tax credit financing when the Housing Services Committee and City Council may not be holding a meeting prior to the deadline for the submission of an application.

Mr. Johnson, discussed that the developer who constructed City Place notified the City on August 14, 2014 that he was interested in participating in the new round of State Apartment Incentive Loan (SAIL) funding. The Florida Housing Finance Corporation (FHFC) issued an RFP for multi-family housing on August 26, 2014 with a response to the RFP to be submitted by interested developers on or before September 18, 2014. This instance did not allow for enough time for the City to conduct its due diligence before presenting the request to City Council. Authorizing Administration to conduct its due diligence and commit funding, subject to the developer being awarded funding by the U.S. Department of Housing and Urban Development or the Florida Housing Finance Corporation would allow to City to not miss the opportunity to secure additional affordable multi-family housing.

Councilmember Gerdes asked at what point is the process being delayed? Other questions asked were, would the item still go through the Project Review Team process, and why \$100,000 and not some other figure. Mr. Johnson responded that yes, it would still be subject to the Project Review process and a recommendation made to the Administration, at which time a commitment could be made to insure that the developer could submit his or her application for funding to the awarding agency on time. This request might never happen and is only a tool in our tool box if it is ever needed. Ms. Lampe discussed that the reason for the \$100,000 threshold is because the most recent contributions from local governments for tax credit assistance have averaged between \$75,000 and \$90,000 after calculating net present value.

Action: Motion made to recommend resolution to Full Council for approval.

Mr. Johnson discussed that Linda Byars was provided an award for exceptional service for rehabilitating the home of Mr. Thomas Scott an 87 year old Montford Marine, World War II, Korean War, and Vietnam War veteran, in addition to securing his Congressional Gold Medal in addition to two other Montford Marines who did not receive their medals who resided in St. Petersburg. The Housing Department was also provided the 2014 Award of Excellence in leveraging SHIP funds to produce healthy outcomes for affordable housing.

Next meeting: To be held October 31, 2014.

Topics:

Update of the NSP-1 and NSP-3 Programs
Other topics to be decided upon at a later date

Committee Members

Karl Nurse, Chair
Wengay Newton, Vice-Chair
Steve Kornell, Councilmember
Charlie Gerdes, Councilmember
Darden Rice, Councilmember (Alternate)

A RESOLUTION REQUESTING CITY COUNCIL TO AUTHORIZE ADMINISTRATION TO FUND MULTI-FAMILY AFFORDABLE HOUSING DEVELOPMENTS THAT NEED CITY FUNDING ASSISTANCE OF \$100,000 OR LESS WHEN DEVELOPERS ARE PROVIDED A SHORT TIME-FRAME IN WHICH TO SUBMIT APPLICATIONS FOR FUNDING TO THE FLORIDA HOUSING FINANCE CORPORATION, OR THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, SUBJECT TO FUNDING APPROVAL BY THE AWARING AGENCY; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State Housing Initiatives Partnership Program ("SHIP Program") was created through the William E. Sadowski Affordable Housing Act, pursuant to Chapter 420.907-420.9079, Florida Statutes; and

WHEREAS, the SHIP Program transfers documentary stamp revenues to the Florida Housing Finance Corporation ("FHFC") and local governments for use in implementing partnership programs to produce and preserve affordable housing; and

WHEREAS, the FHFC allocates State Apartment Loan Incentive ("SAIL") funding to developers of affordable housing to leverage other sources of funding to construct affordable housing developments; and

WHEREAS, the HOME Investment Partnership Program ("HOME Program"), was established by Title II of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12701 et seq.), regulations are at 24 CFR part 92; and

WHEREAS, developers who submit proposals to the U.S. Department of Housing and Urban Development ("HUD") or the Florida Housing Finance Corporation ("FHFC") may receive notification that they have to show that the City supports their application as it is submitted to HUD for funding consideration by a certain date, which may not allow enough time for Administration to present the request to City Council; and

WHEREAS, a developer contacted the City by email and informed staff on August 14, 2014 that he was interested in participating in the new round of SAIL funding, but did not provide specifics of the anticipated development, or its site; and

WHEREAS, FHFC announced a Request for Proposal ("RFP") to solicit developers who are interested in constructing affordable multi-family housing on August 26, 2014 and requested a response to the RFP by submittal of an application for assistance or before September 18, 2014; and

WHEREAS, staff contacted the developer on August 27, 2014 to further discuss his proposed development and he responded that based upon the RFP announcement the night before, he believes that there will not be enough time in which the City can conduct its due diligence and award funding subject to his receipt of funding from FHFC; and

WHEREAS, to avoid future missed opportunities of having affordable housing developments constructed in the City, Administration requests that it be authorized to provide funding to a developer with a maximum contribution of \$100,000 subject to the developer's receipt of assistance from FHFC or HUD; and

WHEREAS, at the next available Housing Services Committee, Administration will provide an update of developments assisted that did not have the time to be presented to City Council due to a short turnaround submission requirement; and

WHEREAS, Administration has determined that it is in the best interest of the City to approve this request which will allow the City an opportunity to secure funding for developers who are interested in building affordable multi-family housing in the City.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Administration, after conducting due diligence and determining that the project meets City requirements, is authorized to fund multi-family affordable housing development projects up to \$100,000 of City Assistance; provided that the developer's request for funds from the City and the State's deadline for the developer to submit an application prevent the Administration from presenting the item to City Council for approval due to the application deadline imposed by the State; and further provided that the funds will not be disbursed to the developer unless the developer is awarded funds from the Florida Housing Finance Corporation ("FHFC") or the U.S. Department of Housing and Urban Development ("HUD") for the proposed multi-family development project.

BE IT FURTHER RESOLVED THAT the Mayor or his designee is authorized to execute all documents necessary to effectuate the appropriate transaction.

This Resolution shall become effective immediately upon its adoption.

Approvals:

Administration: _____ Legal: _____

Legal: 00203072.doc v.3

CITY OF ST. PETERSBURG

Committee of the Whole – Weeki Wachee Fund

Thursday, September 25, 2014, 2:36 p.m.

PRESENT: Chair Bill Dudley and Councilmembers Charlie Gerdes, Jim Kennedy, Darden Rice, Steve Kornell, Karl Nurse, Wengay Newton and Amy Foster.

ALSO: City Attorney John Wolfe, Chief Assistant City Attorney Mark Winn, Mayor Rick Kriseman, Deputy Mayor Kanika Jelks-Tomalín, City Administrator Gary Cornwell, City Council Administrative Manager Cindy Sheppard City Clerk Chan Srinivasa, other members of staff.

Chair Dudley called the meeting to order and the following topics were discussed:

1. Procedures on the use of the Weeki Wachee Fund and prioritizing projects.
 - a. Staff gave an overview of the proposed Weeki Wachee Project Prioritization Matrix. Members of Council gave their added suggestions. Council made a motion for staff to bring the matrix back before Council in November with the amended changes.
2. Discussion on the splitting of the Weeki Wachee Fund for the Arts.
 - a. Councilmember Gerdes opened the discussion and gave history as to why it was proposed to split the Weeki Wachee Fund for the Arts. Councilmember Gerdes then tabled his motion for the splitting of the Weeki Wachee Fund for the Arts and gave way to Mayor Kriseman.
 - b. Mayor Kriseman spoke about the History of the Weeki Wachee Fund and how it began and what it was designed for. Mayor Kriseman then proceeded to discuss a proposed option that he would like to bring forward to fund the Arts on a consistent basis.
3. Discussion on all projects that are on the Weeki Wachee Project List.
 - a. Each of the respective Councilmember's discussed the projects that they had listed.
 - b. Members of the skateboarding community came in to speak about the proposed skate park down on the waterfront in Albert Whitted Park.

There being no further business, the meeting was adjourned at 5:05 p.m.

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of October 2, 2014

To: The Honorable William H. Dudley, Chair, and Members of City Council

Subject: Awarding a contract to Precon Corporation in the amount of \$3,058,000 for Southwest Water Reclamation Facility Reclaimed Water Storage Project (TBD).

Explanation: The Procurement Department received two bids for the Southwest Water Reclamation Facility Reclaimed Water Storage Project (see below).

The work includes furnishing all labor, materials, supplies and equipment necessary to construct an open-top 15 million gallon prestressed concrete tank for storage of reject water. The work includes construction of 225 foot inside diameter, 51.5 foot tall prestressed open top concrete tank; 110 feet of 30-inch ductile iron tank inlet piping; 340 feet of 30-inch ductile iron tank outlet piping; 40 feet of 6-inch tank drain line with pump-out connection; 250 feet of 2-inch PVC reclaimed water line to provide wash water connection at the tank; three 30-inch butterfly valves, two with electric motor actuators and one with a manual actuator; associated electrical/instrumentation and control modifications, and site restoration.

The SWWRF has one 5 million gallon and one 10 million gallon reclaimed water storage tank. Currently, the SWWRF is using the 10 million gallon storage tank for reclaimed water storage, and the 5 million gallon storage tank is used for reject water storage. The FDEP operating permit requires effluent that does not meet reclaimed water quality standards (i.e., reject water) be directed to the reject water storage tanks prior to re-treatment. FDEP rules also require that water reclamation facilities have reject water storage equal to one day's flow at the average daily design flow for the facility when an alternate disposal system is not available. This project will increase the volume of reject water storage from 5 million gallon to 15 million gallons, and allow the existing 5 million gallon storage tank to be used for reclaimed water storage to provide for customer demands.

The contractor will begin work approximately ten (10) calendar days from written Notice to Proceed and is scheduled to complete the work within 420 consecutive calendar days thereafter. Bids were opened on August 14, 2014, and are tabulated as follows:

<u>Bidder</u>	<u>Total Bid</u>
Precon Corporation (Newberry, FL)	\$3,058,000
Crom LLC (Gainesville, FL)	\$3,089,000

Precon Corporation the lowest responsible and responsive bidder has met the specifications, terms and conditions of Bid No. 7696 dated June 24, 2014. They have satisfactorily performed similar projects in the past for Hillsborough County, City of Cape Coral and City of Panama City Beach. Precon Corporation meets the SBE requirements. The principals of Precon Corporation are Richard G. Moore, President; Patrick J. Wheeler, Vice President; D. A. Dupree, Secretary.

Recommendation: Administration recommends awarding this contract to Precon Corporation, in the amount of \$3,058,000 for Southwest Water Reclamation Facility Reclaimed Water Storage Project -. This project qualifies for City Code 2-214/Ordinance 79-H, Local Hiring: Construction Incentive Program.

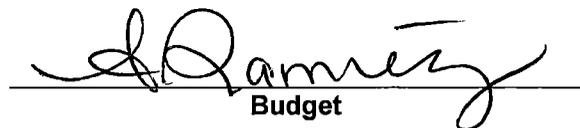
Cost/Funding/Assessment Information: Funds will be available in the FY15 Water Resources Capital Projects Fund (4003), after its approval by City Council, in the Southwest WRF/Plant Reclaimed Water Storage Project (TBD).

Attachments: Resolution

Approvals:



Administrative



Budget

A RESOLUTION APPROVING THE AWARD OF AN AGREEMENT TO PRECON CORPORATION FOR COMPLETION OF THE SOUTHWEST WATER RECLAMATION FACILITY REJECT WATER STORAGE TANK PROJECT (ORACLE NO. 14231) AT A TOTAL COST NOT TO EXCEED \$3,058,000; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department received two bids for completion of the Southwest Water Reclamation Facility Reject Water Storage Tank Project (Oracle No. 14231) pursuant to Bid No. 7696 dated June 24, 2014; and

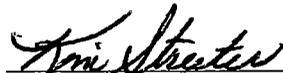
WHEREAS, Precon Corporation has met the specifications, terms and conditions of Bid No. 7696; and

WHEREAS, the Administration recommends approval of this award.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the award of an agreement to Precon Corporation for completion of the Southwest Water Reclamation Facility Reject Water Storage Tank Project (Oracle No. 14231) at a total cost not to exceed \$3,058,000 is hereby approved and the Mayor or Mayor's Designee is authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:



City Attorney (Designee)

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of October 2, 2014

TO: The Honorable William Dudley, Chair and Members of City Council

SUBJECT: Authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 12-05-URS/W, to the Agreement between the City of St. Petersburg, Florida and URS Corporation Southern, in the amount not to exceed \$56,526, for construction phase professional engineering services for the Southwest Water Reclamation Facility (WRF) 15 MG Reject Storage Tank Project (Engineering Project No. 14013-111; Oracle No. 14231).

EXPLANATION: On November 20, 2012, the City Council approved a master agreement with the professional consulting engineering firm of URS Corporation Southern for Potable Water, Wastewater and Reclaimed Water Projects.

On October 11, 2013, Task Order No. 12-05-URS/W was administratively approved in the amount of \$89,694 to provide engineering design services associated with the Southwest Water Reclamation Facility (WRF) 15 MG Reject Storage Tank Project.

Amendment No. 1 to Task Order No. 12-05-URS/W in the amount of \$56,526 includes, but is not limited to, engineering services during construction including pre-construction conference, review of shop drawings, response to RFIs, review of any change orders, progress meetings, periodic site observation, substantial completion inspection, final completion inspection and record drawing preparation.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 12-05-URS/W, to the Agreement between the City of St. Petersburg and URS Corporation Southern in the amount not to exceed \$56,526, for construction phase services for the Southwest Water Reclamation Facility (WRF) 15 MG Reject Storage Tank Project, for a total authorized amount of \$146,220 (Engineering Project No. 14013-111; Oracle No. 14231).

COST/FUNDING/ASSESSMENT INFORMATION: Funds are available in the Water Resources Capital Projects Fund (4003), WRF SW Plant RW Storage FY14 Project (14231).

ATTACHMENTS: Resolution

APPROVALS:

da

TBG

Administrative

Budget

RESOLUTION NO. 2014 _____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 1 TO TASK ORDER NO. 12-05-URS/W, TO THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND URS CORPORATION SOUTHERN, IN THE AMOUNT NOT TO EXCEED \$56,526, FOR CONSTRUCTION PHASE PROFESSIONAL ENGINEERING SERVICES FOR THE SOUTHWEST WATER RECLAMATION FACILITY (WRF) 15 MG REJECT STORAGE TANK PROJECT (ENGINEERING PROJECT NO. 14013-111; ORACLE NO. 14231); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 20, 2012, the City Council approved a master agreement with the professional consulting engineering firm of URS Corporation Southern for Potable Water, Wastewater and Reclaimed Water Projects; and

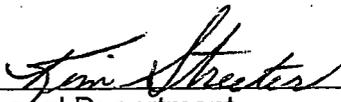
WHEREAS, on October 11, 2013, Task Order No. 12-05-URS/W was administratively approved in the amount of \$89,694 to provide engineering design services associated with the Southwest Water Reclamation Facility (WRF) 15 MG Reject Storage Tank Project.

WHEREAS, this Amendment No. 1 to Task Order No. 12-05-URS/W in the amount of \$56,526, is for URS Corporation Southern, to provide professional engineering services related to the construction phase of this Project, for a total amount of Task Order No. 12-05-URS/W (as Amended) not to exceed \$56,526.

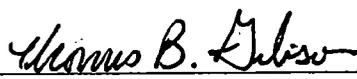
BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to execute Amendment No.1 to Task Order No. 12-05-URS/W with URS Corporation Southern in the amount not to exceed \$56,526 for professional engineering design services related to the Southwest Water Reclamation Facility (WRF) 15 MG Reject Storage Tank Project, for a total amount of Task Order 12-05-URS/W (as Amended) not to exceed \$146,220 (Engineering Project No. 14013-111; Oracle No. 14231).

This resolution shall become effective immediately upon its adoption.

Approved by:


Legal Department
By: (City Attorney or Designee)

Approved by:


Thomas B. Gibson, P.E.
Engineering Director


Tom Greene
Budget Director

SAINT PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of October 2, 2014

To: The Honorable William H. Dudley, Chair and Members of City Council

Subject: A resolution declaring that the damaged sewer force main at Gandy Blvd warrants emergency procurement; accepting the proposal and approving an agreement to have Rowland, Inc. construct the new sewer force main at a cost of \$547,000; contract for Construction Management Services with Condotte/DeMoya JV at a cost of \$27,000 for a total cost of \$574,000; authorizing the Mayor or his designee to execute all documents necessary to ratify and approve these transactions (Engineering Project #14068-111).

Explanation: In accordance with Section 2-250 Emergency Procurement of the Procurement Code, City Administrative Policy 050100, and with the City's Procurement Policies and Procedures, Chapter 5, IVF3c, Council is advised that the City Administrator has authorized waiving of normal competitive bidding procedures and engaged the services of Rowland, Inc., and Condotte/DeMoya JV, FDOT's design build firm. The attached report to the City Administrator dated September 2, 2014 details the potential disruption of essential sewer service operations due to a 24" diameter sewer force main damaged during exploratory drilling. The drilling was related to FDOT construction of elevated highway improvements on Gandy Boulevard. Risk Management is currently pursuing recovery of cost through the insurance provider for the FDOT's contractor

Recommendation: Administration recommends ratifying and approving an Agreement with Rowland, Inc. in the amount of \$547,000 and with Condotte/DeMoya JV in the amount of \$27,000. These services were secured under Section 2-250 of the City Procurement Code, which allows the Mayor or his designee to exempt a purchase of materials or services from the competitive sealed bidding process where the delay in securing formal bids would be detrimental to City services

Cost/Funding/Assessment Information: Funds available in the Water Resources Capital Projects Fund (4003) SAN Gandy Emergency Rep FY14 project (14498), Engineering Project #14068-111.

Attachments: Report to City Administrator
Resolution

Approvals:



Administrative



Budget

MEMORANDUM
City of St. Petersburg
Engineering & Capital Improvements Department

September 2, 2014

TO: Gary Cornwell, City Administrator
FROM: Thomas B. Gibson, P.E., Engineering & Capital Improvements Director
SUBJECT: Sanitary Sewer Force Main Repairs – Amended Authorization

The FDOT commenced construction of elevated highway improvements along Gandy Boulevard, from east of 4th Street North to west of 16th Street North in November 2013. The project is being designed and constructed at the same time, using the Design-Build project delivery method, in order to compress the project schedule. Total project costs are \$83M, and the work is to be completed by September 2016. The FDOT's design-build contractor is Condotte/DeMoya JV. During soil sampling performed by the contractor's geotechnical engineer in February 2014, the City's relatively new 24" diameter HDPE Force Main, a pressurized pipeline conveying wastewater flows, was hit by an exploratory drilling operation and damaged. The pipe is at a depth of 37 feet and therefore is inaccessible to repair at a reasonable cost. The City shut down the 24" force main and began using a very old 14" diameter parallel line to convey sanitary sewer flows from the Gateway area. This force main is undersized, in fragile condition and not reliable. A new replacement 24" force main line for a distance of 1,060 feet is required, and design and permitting is completed.

On July 30, 2014, the City was notified by the FDOT that the project schedule requires the replacement 24" force main work to be completed by October 15, 2014, and the delay costs amount to \$11,000 per day of delay. The agreement as of this date is to complete all work by Nov 21, 2014.

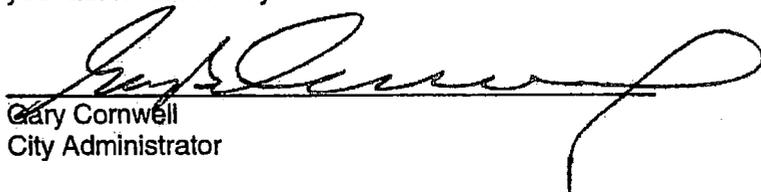
Given the short time frame (75 days), and the condition of the 14" force main, staff is requesting authorization to engage the services of the City's current Unscheduled Repair Contractor to construct the replacement 24" force main in accordance with the an emergency procurement agreement and in accordance with the terms and conditions of the Contractor's existing agreement pursuant to IFB 7126. In order to accomplish the extensive coordination regarding work operations, and maintenance of traffic within the FDOT's project area, it is also recommended that the City enter into an emergency procurement agreement with the FDOT's design-build firm to provide construction management services for the construction of the force main replacement. The total costs to replace the 24" force main are \$541,291.45 for construction costs and \$27,000 for construction management services.

The City will retain all rights to make or present any claims for the costs of the repairs for damage to the City's force main in a construction management agreement with Condotte/DeMoya JV developed by the Legal Department. Risk Management is currently pursuing recovery of cost through the insurance provider for the FDOT's contractor, although FDOT's contractor disclaims responsibility for damage to the force main.

This purchase is hereby authorized under the Emergency Purchase Policy in accordance with St. Petersburg City Code Chapter 2, Article V, Division 3, Procurement Code 2-241 (e).

Please provide your authorization at your earliest convenience.

Approved:


Gary Cornwell
City Administrator

c: Michael Connors, Public Works Administrator
Louis Moore, Procurement & Supply Management Director
Project File

Steve Leavitt, Water Resources Director
Kim Streeter, Assistant City Attorney

A RESOLUTION RATIFYING AND APPROVING THE AWARD OF AGREEMENTS ENTERED INTO PURSUANT TO SECTION 2-250 OF THE CITY CODE, CITY ADMINISTRATIVE POLICY 050100 AND CHAPTER 5, IVF3C OF THE CITY'S PROCUREMENT POLICIES AND PROCEDURES TO ROWLAND, INC. FOR THE CONSTRUCTION OF A NEW SEWER FORCE MAIN AT A TOTAL COST NOT TO EXCEED \$547,000 AND CONDOTTE/DEMOYA JV FOR CONSTRUCTION MANAGEMENT SERVICES AT A TOTAL COST NOT TO EXCEED \$27,000 FOR A TOTAL COST NOT TO EXCEED \$574,000; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, potential disruption of essential sewer service operation occurred due to drilling related to FDOT construction of elevated highway improvements on Gandy Boulevard which damaged a 24" diameter sewer force main; and

WHEREAS, a copy of a report to the City Administrator detailing the potential disruption has been provided to City Council; and

WHEREAS, Section 2-250 of the City Code allows the Mayor or his designee to exempt a purchase of materials or services from the competitive sealed bidding process where the delay in securing formal bids would be detrimental to City services; and

WHEREAS, pursuant to Section 2-250 of the City Code, City Administrative Policy 050100 and Chapter 5, IVF3c of the City's Procurement Policies and Procedures, the City Administrator authorized waiving of normal competitive bidding procedures and engaged the services of Rowland, Inc. to construct a new sewer force main on Gandy Boulevard and Condotte/DemMoya JV for construction management services; and

WHEREAS, the Administration recommends ratifying and approving the agreements entered into on an emergency basis to Rowland, Inc. to construct a new sewer force main at a total cost not to exceed \$547,000 and Condotte/DemMOYA JV for construction management services at a total cost not to exceed \$27,000 for a total cost not to exceed \$574,000.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida the award of agreements entered into pursuant Section 2-250 of the City

Code, City Administrative Policy 050100 and Chapter 5, IVF3c of the City's Procurement Policies and Procedures for the construction of a new sewer force main at a total cost not to exceed \$547,000 and Condotte/DeMoya JV for construction management services at a total cost not to exceed \$27,000 for a total cost not to exceed \$574,000 are hereby ratified and approved and the Mayor or Mayor's Designee is authorized to execute all documents necessary to effectuate these transactions.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:



City Attorney (Designee)

SAINT PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of October 2, 2014

To: The Honorable William H. Dudley, Chair, and Members of City Council

Subject: A resolution authorizing the Administration to negotiate an agreement with Progressive Waste Solutions of FL, Inc. to process and market recyclable materials collected by the Sanitation Department.

Explanation: On June 12, 2014, the city solicited bids for processing and marketing recyclable waste material. While five firms attended the pre-bid conference, at the time of bid opening, 3:00 p.m., Thursday, July 10, no bids were received. In accordance with the city's Procurement Code Sec. 2-244(i) in the event no bids are received, City Council shall have the authority to authorize the Administration to negotiate directly with potential bidders.

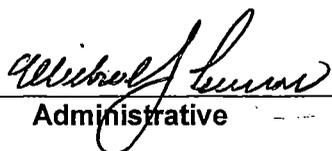
Therefore, the Administration is requesting authorization to negotiate a scope, revenue share, terms and conditions for processing and marketing recyclable material collected by the city's Sanitation Department. The intent is to outsource an agreement with Progressive Waste Solutions to accept inbound recycled materials collected by the city, process and market the recyclable and provide a share of the revenue to the city. The inbound recyclables will come from residential, single family homes (up to four multi-family units) that will be collected curbside by the Sanitation Department.

Following the solicitation, staff inquired among potential vendors the reasons why no bids were received. It was determined that the only vendor with the facilities to provide this service is Progressive Waste Solutions.

Upon negotiating an acceptable agreement City Council's approval will be requested.

Attachment: Resolution

Approvals:



Administrative

A RESOLUTION AUTHORIZING ADMINISTRATION TO NEGOTIATE AN AGREEMENT WITH PROGRESSIVE WASTE SOLUTIONS OF FL, INC. TO PROCESS AND MARKET RECYCLABLE MATERIALS COLLECTED BY THE SANITATION DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department did not receive any bids in response to Invitation for Bids No. 7642 dated June 12, 2014 ("IFB") for processing and marketing recyclable materials collected by the Sanitation Department; and

WHEREAS, Section 2-244(i) of the City Codes provides that City Council has the authority to authorize Administration to negotiate directly with potential bidders in the event no bids are received from a solicitation; and

WHEREAS, the only vendor with a facility that can provide the services requested in the IFB is Progressive Waste Solutions of FL, Inc.; and

WHEREAS, the Administration requests authorization from City Council to negotiate an agreement with Progressive Waste Solutions of FL, Inc. for the processing and marketing of recyclable materials collected by the Sanitation Department.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Administration is hereby authorized to negotiate an agreement with Progressive Waste Solutions of FL, Inc. to process and market recyclable materials collected by the Sanitation Department.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:



City Attorney (Designee)

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of October 2, 2014

TO: The Honorable William H. Dudley, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a parking license and all other necessary documents with Cassis BW, LLC, a Florida limited liability company, for valet parking on City-owned property for a term of five (5) years at a rental rate of \$1,800.00 per month; and providing an effective date. *(Requires affirmative vote of at least six (6) members of City Council.)*

EXPLANATION: The Real Estate & Property Management Department received a request from Transportation and Parking Management Department ("TPM") to prepare a license agreement with Cassis BW, LLC, a Florida limited liability company ("Cassis"), for the right to use twenty-five (25) parking spaces in the Beach Drive Lot (formerly known as the Dolphin Parking Lot), for the purpose of valet parking customer vehicles. TPM has identified twenty-five (25) parking spaces ("Parking Spaces") located along the north side of the Pier approach and due east of the St. Petersburg Museum of History in the Beach Drive Lot, which is illustrated and attached hereto in Exhibit "A" and incorporated herein by reference.

The City of St. Petersburg ("City") is willing to grant Cassis a license to use the Parking Spaces, including ingress and egress and approaches thereof, for the exclusive use of Cassis Monday through Sunday between 10 AM and 2 AM local time ("Parking Time") with no employee parking allowed, subject to the terms and conditions set forth in the License Agreement ("Agreement") between the City and Cassis. The Agreement provides that Cassis can use an additional one hundred twenty-five (125) overflow parking spaces that are not assigned to another party be available on a first-come first-serve basis in the Beach Drive Lot during the Parking Time.

Cassis shall pay to the City, a monthly parking fee for use of the Parking Spaces, One Thousand Eight Hundred Dollars (\$1,800.00) ("Parking Fee"), plus applicable taxes. This amount is computed at a rate of \$40.00 per space per month for the Parking Spaces (25 spaces * \$40.00/month = \$1,000.00) plus a fixed fee of \$800.00 per month for the overflow spaces equaling the \$1,800.00 per month. The Parking Fee installment is due on the first (1st) day of each month thereafter throughout the Term.

The term of the Agreement is for a period of five (5) years due to City Charter restraints. The Agreement term may not exceed five (5) years. Either party is entitled to terminate this Agreement for any reason, with not less than thirty (30) days written notification to the party not seeking to terminate this Agreement.

Pursuant to Section 1.02 (c)(1) and (2) of the City Charter, the subject property is classified on the Parks and Waterfront Property Map for five (5) years or less with approval by an affirmative vote of at least six (6) members of City Council. The subject property is zoned (DC-P) Downtown Center-Park.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a parking license and all other necessary documents with Cassis BW, LLC, a Florida limited liability company, for valet parking on City-owned property for a term of five (5) years at a rental rate of \$1,800.00 per month; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Resolution, Exhibit "A"

APPROVALS: Administration: 
Budget: N/A
Legal: 
(As to consistency w/attached legal documents)

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A PARKING LICENSE AND ALL OTHER NECESSARY DOCUMENTS WITH CASSIS BW, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR VALET PARKING ON CITY-OWNED PROPERTY FOR A TERM OF FIVE (5) YEARS AT A RENTAL RATE OF \$1,800.00 PER MONTH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Real Estate & Property Management Department received a request from Transportation and Parking Management Department ("TPM") to prepare a license agreement with Cassis BW, LLC, a Florida limited liability company ("Cassis"), for the right to use twenty-five (25) parking spaces in the Beach Drive Lot (formerly known as the Dolphin Parking Lot), for the purpose of valet parking customer vehicles; and

WHEREAS, TPM has identified twenty-five (25) parking spaces ("Parking Spaces") located along the north side of the Pier approach and due east of the St. Petersburg Museum of History in the Beach Drive Lot, which is illustrated and attached hereto in Exhibit "A" and incorporated herein by reference; and

WHEREAS, the City of St. Petersburg ("City") is willing to grant Cassis a license to use the Parking Spaces, including ingress and egress and approaches thereof, for the exclusive use of Cassis Monday through Sunday between 10 AM and 2 AM local time ("Parking Time") with no employee parking allowed, subject to the terms and conditions set forth in the License Agreement ("Agreement") between the City and Cassis; and

WHEREAS, the Agreement provides that Cassis can use an additional one hundred twenty-five (125) overflow parking spaces that are not assigned to another party be available on a first-come first-serve basis in the Beach Drive Lot during the Parking Time; and

WHEREAS, Cassis shall pay to the City, a monthly parking fee for use of the Parking Spaces, One Thousand Eight Hundred Dollars (\$1,800.00) ("Parking Fee"), plus applicable taxes which is computed at a rate of \$40.00 per space per month for the Parking Spaces (25 spaces * \$40.00/month = \$1,000.00) plus a fixed fee of \$800.00 per month for the overflow spaces equaling the \$1,800.00 per month; and

WHEREAS, the term of the Agreement is for a period of five (5) years due to City Charter restraints where the Agreement term may not exceed five (5) years; and

WHEREAS, either party is entitled to terminate the Agreement for any reason, with not less than thirty (30) days written notification to the party not seeking to terminate this Agreement; and

WHEREAS, pursuant to Section 1.02 (c)(1) and (2) of the City Charter, the subject property is classified on the Parks and Waterfront Property Map for five (5) years or less with approval by an affirmative vote of at least six (6) members of City Council; and

WHEREAS, the subject property is zoned (DC-P) Downtown Center-Park.

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 parking license and all other necessary documents with Cassis BW, LLC, a Florida limited liability company, for valet parking on City-owned property for a term of five (5) years at a rental rate of \$1,800.00 per month.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (designee)

APPROVED BY:

Evan Mory, Director
Transportation and Parking Management

APPROVED BY:

Bruce E. Grimes, Director
Real Estate & Property Management

EXHIBIT "A"

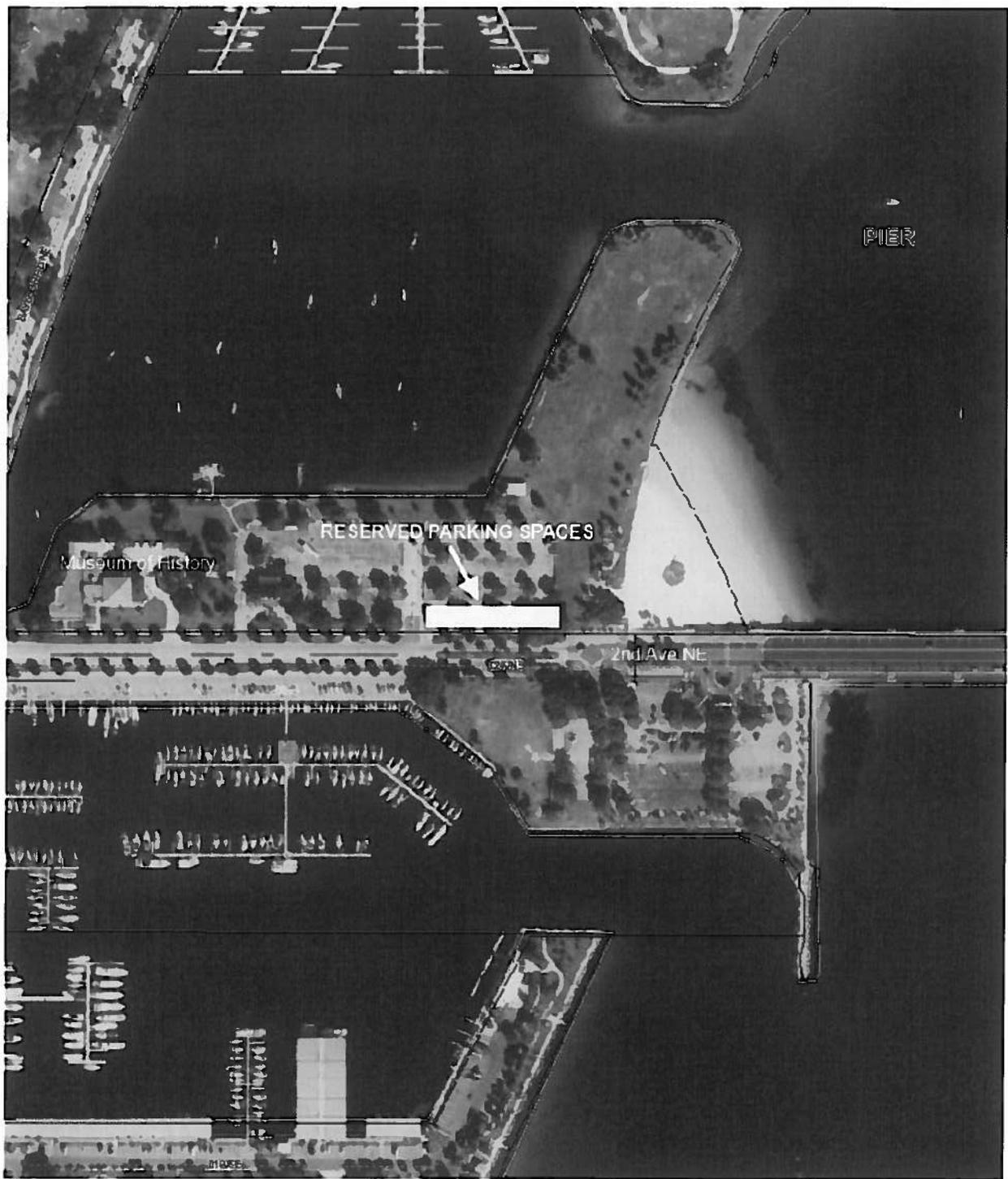


EXHIBIT "A" (continued)



St. Petersburg City Council

Consent Agenda
Meeting of October 2, 2014

TO: The Honorable Bill Dudley, Chair, and Members of City Council

SUBJECT: A resolution approving supplemental appropriations from the unappropriated balance of the Law Enforcement Fund (1023) to the Police Department, State Forfeiture (140-2857) in the amount of \$94,100.00 and to the Treasury Forfeiture (140-2859) in the amount of \$47,300.00, to fund the startup costs of a new Unit emphasizing an ***Intelligence-Led/Data-Driven Policing Model***; authorizing the Mayor or his designee to execute all documents necessary to effectuate these transactions; and providing an effective date.

EXPLANATION: The Administration requests supplemental appropriations from the unappropriated balance of the Law Enforcement Fund (1023) to the Police Department, State Forfeiture (140-2857) in the amount of \$94,100.00 and to the Treasury Forfeiture (140-2859) in the amount of \$47,300.00 to create and fund the startup costs of the proposed Unit. The proposed purpose of the Unit is to provide sophisticated and timely information as it relates to current crime trends and activities. Through these means, officers on the street will be provided with research and trend based analytics through data mining affording them the opportunity to respond in a proactive manner. The mission of this Unit is to help prevent, reduce and solve crime with easy-to-use and simple to share solutions that facilitate crime analysis and supply actionable and tactical intelligence. Instead of merely capturing information from police reports, this Unit will deliver real time crime data in a visually intuitive form and assist in identifying and forecasting crime trends and isolating “hot spot” areas. This Unit will adopt an ***Intelligence-Led/Data-Driven Policing Model*** as it distributes statistically relevant data across the entire force to optimize our time, resources, and make our patrolling practices more effective and efficient. Pertinent data from every imaginable angle will be analyzed and instantly reviewed through descriptive visual analytics such as data comparisons, heat maps, and trend analyses. It will quickly uncover emerging trends and gain deeper insight into key issues affecting the community. A mobile application will be introduced that is designed to connect and interact with citizens through the use of smart phones. Through the development of this Unit, patrol supervisors will no longer be required to read and approve all non-felony police reports. This provides further opportunity for closer supervision and more community involvement.

The funds appropriated to the Police Department, State Forfeiture (140-2857) will be used for the purchase of a multi-year subscription for a software application suite dedicated to location analytics, operational awareness, data management, trend forecasting and field operations. This software subscription service will be used to facilitate the department’s endeavor to adopt an ***Intelligence-Led/Data-Driven Policing Model*** and ultimately assist sustainable crime reduction. In addition, the purchase of comprehensive analytical/tactical mapping and GIS application packages will complement the efforts with robust mapping abilities. These software applications and data-sharing opportunities will be provided to all police personnel, allowing collaboration using data feeds and content for situation-based bulletins, secure blogs, case management and officer-driven mapping visualization to solve crimes faster.

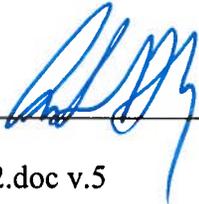
The funds appropriated to the Treasury Forfeiture (140-2859) will be used for funding the resources needed for initial startup costs including furniture, equipment and supplies for the unit.

RECOMMENDATION: The administration recommends that City Council adopt the attached resolution approving supplemental appropriations from the unappropriated balance of the Law Enforcement Fund (1023) to the Police Department, State Forfeiture (140-2857) in the amount of \$94,100.00, for the purchase of a multi-year subscription for an application suite and comprehensive analytical/tactical mapping and GIS application packages and to the Treasury Forfeiture (140-2859) in the amount of \$47,300.00 for the resources needed for initial startup costs including furniture, equipment and supplies for the unit.

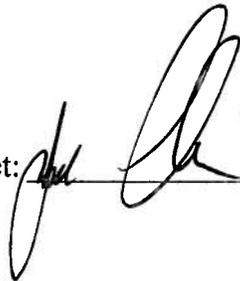
COST/FUNDING INFORMATION: Funds for the purchase of the multi-year subscription software suite and comprehensive analytical/tactical mapping and GIS application packages will be available after the approval of a supplemental appropriation in the amount of \$94,100.00 from the unappropriated balance of the Law Enforcement Fund (1023) to the Police Department, State Forfeiture (140-2857) and funds for the resources needed for initial startup costs including furniture, equipment and supplies for the Unit will be available after the approval of a supplemental appropriation in the amount of \$47,300.00 from the unappropriated balance of the Law Enforcement Fund (1023) to the Police Department, Treasury Forfeiture (140-2859).

Approvals:

Administration:



Budget:



Legal: 00203132.doc v.5

A RESOLUTION APPROVING SUPPLEMENTAL APPROPRIATIONS FROM THE UNAPPROPRIATED BALANCE OF THE LAW ENFORCEMENT FUND (1023) TO THE POLICE DEPARTMENT, STATE FORFEITURE (140-2857) IN THE AMOUNT OF \$94,100.00, AND TO THE TREASURY FORFEITURE (140-2859) IN THE AMOUNT OF \$47,300.00 TO CREATE AND FUND THE STARTUP COSTS OF A NEW UNIT EMPHASIZING AN **INTELLIGENCE-LED/DATA-DRIVEN POLICING MODEL**; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Administration has requested supplemental appropriations from the unappropriated balance of the Law Enforcement Fund (1023) to the Police Department, State Forfeiture (140-2857) in the amount of \$94,100.00 and to the Treasury Forfeiture (140-2859) in the amount of \$47,300.00; and

WHEREAS, the funds appropriated to the Police Department, State Forfeiture (140-2857) will be used for the purchase of a multi-year subscription for a software application suite dedicated to location analytics, operational awareness, data management, trend forecasting and field operations, and for the purchase of comprehensive analytical/tactical mapping and GIS application packages, which together will be used to facilitate the department's endeavor to adopt an *Intelligence-Led/Data-Driven Policing Model*; and

WHEREAS, the *Intelligence-Led/Data-Driven Policing Model* is intended to ultimately aid sustainable crime reduction by providing current data to accurately pinpoint crimes, patterns, hot-spots and incidents; and

WHEREAS, the funds appropriated to the Police Department, Treasury Forfeiture (140-2859) will be used to fund the resources needed for initial startup costs including furniture, equipment and supplies for a new unit that will implement an *Intelligence-Led/Data-Driven Policing Model*; and

WHEREAS, the requested appropriations are authorized uses for the Law Enforcement Fund (1023).

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that there is hereby approved from the unappropriated balance of the Law Enforcement Fund (1023), the following supplemental appropriations for FY2014:

Law Enforcement Fund (1023)

Police Department, State Forfeiture (140-2857)	\$94,100.00
Police Department, Treasury Forfeiture (140-2859)	\$47,300.00

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate these transactions.

This Resolution shall take effect immediately upon its adoption.

Approvals:

Legal:  Administration: 

Budget: 

Legal: 00203131.doc v.5

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of October 2, 2014

TO: Honorable Chair Bill Dudley and City Council Members

SUBJECT: Approval of an extension of the Consent Order (OGC File No. 92-0091) for the Albert Whitted Water Reclamation Facility ("AWWRF") Injection Wells; authorizing the Mayor or his designee to execute the same.

DATE: September 15, 2014

EXPLANATION: The City operates a total of ten (10) Class I underground injection wells at its four (4) wastewater treatment facilities. These wells were first permitted by the Florida Department of Environmental Protection ("DEP") in the early 1980's and provide a backup disposal method to the City's reclaimed water system. Those permits authorized the City to inject treated effluent into a deep, underground saline aquifer that cannot be utilized for a potable water supply.

In 1991 DEP notified the City that a technical violation of the Class I injection well rules was taking place because the injected water was migrating upward into an "underground source of drinking water" as defined by regulation. In actuality, there is no reliable source of drinking water in the vicinity of the injection wells. The City entered into Consent Orders for each of the four (4) wastewater facilities with DEP in 1995, allowing the continued operation of the injection wells while the regulatory concerns were addressed. Eventually, all of the City's injection wells were granted Class I injection well permits. However, because the City decided to decommission the AWWRF instead of making costly modifications to the facility to ensure the requirements of the Class I permit would be met, the injection wells at that facility were authorized to continue to operate pursuant to the terms and conditions of the prior Consent Order while plans for the decommissioning went forward. Prior to expiration of the Consent Order for the AWWRF injection wells, the City requested an extension to operate those wells pursuant to the terms of the Consent Order for an additional two (2) years or until the AWWRF closure is complete and the injection wells are issued a new Class I permit. FDEP has agreed to extend the Consent Order as requested in order to allow the City time to complete the closure of the AWWRF. With the concurrence of the Water Resources Director, I recommend that the City approve the proposed Fifth Amendment to Consent Order extending the Consent Order for a period of two (2) years or upon the issuance of a renewal Class I permit for those injection wells if that occurs first and authorize the Mayor or his designee to execute the same. A copy of the proposed Consent Order extension is attached for your review. If you have any questions or would like additional information, please contact me at ext. 5401.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Resolution and Fifth Amendment to Consent Order

APPROVALS:



City Attorney (designee)

RESOLUTION NO. _____

A RESOLUTION APPROVING THE FIFTH AMENDMENT TO CONSENT ORDER WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE ALBERT WHITTED WATER RECLAMATION FACILITY INJECTION WELLS; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 14, 1995 the City of St. Petersburg ("City") and the Florida Department of Environmental Protection ("FDEP") entered into a Consent Order authorizing the continued use of underground injection wells at the City's Albert Whitted Water Reclamation Facility ("AWWRF"); and

WHEREAS, that Consent Order has previously been extended for additional terms; and

WHEREAS, prior to the expiration of the most recent extension of that Consent Order, the City timely filed a request for an additional extension of the Consent Order for a period of two (2) years or until the issuance of new Class I permits upon closure of the AWWRF; and

WHEREAS, the FDEP has agreed to extend the Consent Order as requested.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg that the Fifth Amendment to Consent Order with FDEP for the AWWRF injection wells is hereby approved and the Mayor or his designee is authorized to execute the same.

This Resolution shall become effective immediately upon adoption.

APPROVED AS TO FORM AND CONTENT:



City Attorney (Designee)

BEFORE THE STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE OF FLORIDA DEPARTMENT)	IN THE OFFICE OF THE
OF ENVIRONMENTAL PROTECTION)	SOUTHWEST DISTRICT
)	
v.)	OGC FILE NO. 92-0091
)	
CITY OF ST. PETERSBURG)	
_____)	

FIFTH AMENDMENT TO CONSENT ORDER

This Fifth Amendment to Consent Order (“Order”) is entered into between the State of Florida Department of Environmental Protection (“Department”) and City of St. Petersburg (“Respondent or City”) to reach settlement of certain matters at issue between the Department and Respondent. The Department and Respondent previously entered into a Consent Order under the same OGC Case No., which became effective on February 14, 1995 and subsequently amended on December 27, 1999, February 13, 2003, February 14, 2005 and March 3, 2010.

On November 15, 2013, the Department received a timely Petition for Extension of Time to operate the Respondent’s domestic wastewater injection well systems the City’s Albert Whitted Water Reclamation Facility (“AWWRF”). The time extension requested is the Department’s issuance of a renewal Underground Injection Control Class I Injection Well System Operation Permit for the AWWRF and associated closure of the AWWRF, or for a period of two years from the Department’s granting this petition, whichever occurs first.

It is hereby agreed between the parties that this Fifth Amendment to the Consent Order shall amend the Consent Order only to the extent specifically stated herein and that all of the provisions of the Consent Order not addressed herein shall remain in full force and effect. Therefore, it is ORDERED:

1. The November 15, 2013 petition for Extension of Time is GRANTED.
2. Paragraph 8, subparagraphs a. and b. of Consent Order OGC File No. 92-0091 is further amended to read as follows:
 - 8.a. The Fifth Amendment to Consent Order authorizes the continued operation of the Facility’s injection well system under the conditions and limitations specified in Permit No. 0034515-004-UO/1M, pending the final closure of the Albert Whit-

ted WRF and related modifications to the Albert Whitted WRF injection well system for two years from the effective date of this Consent Order, or under the Department's issuance of a renewal Underground Injection Control Class I Injection Well System Operation Permit for the AWWRF upon closure of the AWWRF, whichever occurs first.

8.b. Authorization to operate the Facility's injection well system beyond the deadline specified in Paragraph 8.a., may be obtained by Respondent pursuant to the provisions contained in paragraph 9 of the Consent Order. Filing of a petition by no less than seven months prior to June 30, 2016, shall not be necessary provided that an injection well operation permit has been issued by the Department and is legally effective.

5. Respondent acknowledges and waives its right to an administrative hearing pursuant to sections 120.569 and 120.57, F.S., on the terms of this Fifth Amendment to Consent Order. Respondent also acknowledges and waives its right to appeal the terms of this Fifth Amendment to Consent Order pursuant to section 120.68, F.S.

6. Electronic signatures or other versions of the parties' signatures, such as .pdf or facsimile, shall be valid and have the same force and effect as originals. No modifications of the terms of this Order will be effective until reduced to writing, executed by both Respondent and the Department, and filed with the clerk of the Department.

7. The terms and conditions set forth in this Order may be enforced in a court of competent jurisdiction pursuant to sections 120.69 and 403.121, F.S. Failure to comply with the terms of this Order constitutes a violation of section 403.161(1)(b), F.S.

8. This Fifth Amendment to Consent Order is a final order of the Department pursuant to section 120.52(7), F.S., and it is final and effective on the date filed with the Clerk of the Department unless a Petition for Administrative Hearing is filed in accordance with Chapter 120, F.S. Upon the timely filing of a petition, this Consent Order will not be effective until further order of the Department.

Persons who are not parties to this Fifth Amendment to Consent Order, but whose substantial interests are affected by it, have a right to petition for an administrative hearing under sections 120.569 and 120.57, F.S. Because the administrative hearing process is designed to formulate final

agency action, the filing of a petition concerning this Order means that the Department's final action may be different from the position it has taken in the Order.

The petition for administrative hearing must contain all of the following information:

- a) The OGC Number assigned to this Order;
- b) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding;
- c) An explanation of how the petitioner's substantial interests will be affected by the Order;
- d) A statement of when and how the petitioner received notice of the Order;
- e) Either a statement of all material facts disputed by the petitioner or a statement that the petitioner does not dispute any material facts;
- f) A statement of the specific facts the petitioner contends warrant reversal or modification of the Order;
- g) A statement of the rules or statutes the petitioner contends require reversal or modification of the Order; and
- h) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Order.

The petition must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida 32399-3000 within 21 days of receipt of this notice. A copy of the petition must also be mailed at the time of filing to the District Office at 13051 North Telecom Parkway, Temple Terrace, Florida, 33637. Failure to file a petition within the 21-day period constitutes a person's waiver of the right to request an administrative hearing and to participate as a party to this proceeding under sections 120.569 and 120.57, Florida Statutes. Before the deadline for filing a petition, a person whose substantial interests are affected by this Order may choose to pursue mediation as an alternative remedy under section 120.573, Florida Statutes. Choosing mediation will not adversely affect such person's right to request an administrative hearing if mediation does not result in a settlement. Additional information about mediation is provided in section 120.573, Florida Statutes and Rule 62-110.106(12), Florida Administrative Code.

30. Rules referenced in this Order are available at: <http://www.dep.state.fl.us/legal/Rules/rulelist.htm>

FOR THE RESPONDENT:

Date

Rick Kriseman, Mayor
City of St. Petersburg

Attested to by the City Clerk
City of St. Petersburg

Reviewed and approved by
Kim Streeter, City Attorney

DONE AND ORDERED this _ day of _____, 2014, in Hillsborough County, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Mary E. Yeargan, P.G.
Southwest District Director
Florida Department of Environmental Protection

FILED, on this date, pursuant to Section 120.52, F.S., with the designated Department Clerk,
receipt of which is hereby acknowledged.

Clerk

Date

Copies furnished to:
Lea Crandall, Agency Clerk
Mail Station 35

ST. PETERSBURG CITY COUNCIL

**Consent Agenda
Meeting of October 2, 2014**

TO: City Council Chair & Members of City Council

SUBJECT: Approving precinct polling locations for the November 4, 2014 Special Municipal Election.

EXPLANATION:

In accordance with St. Petersburg City Code Section 10-41, City Council shall, at least 30 days prior to any election, 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 FY14 Operating Budget.

ATTACHMENTS: List of Recommended Polling Locations, Resolution.

APPROVALS:

Administrative

Budget

A RESOLUTION APPROVING POLLING
LOCATIONS FOR THE NOVEMBER 4, 2014
SPECIAL MUNICIPAL ELECTION; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with St. Petersburg City Code Section 10-41, City Council shall, at least 30 days prior to any election, 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 November 4, 2014 Special Municipal General Election, as indicated on the attached list.

This resolution shall become effective immediately upon its adoption.

APPROVALS:

Administration: _____



Legal: _____

ST. PETERSBURG POLLING PLACE LIST

GENERAL ELECTION - NOVEMBER 4, 2014

<u>PCT.#</u>	<u>POLLING PLACE</u>	<u>ADDRESS</u>	<u>CITY</u>
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 16th St. S. & 9 St. S.</i>	1095 Pinellas Point Dr. S.	SP
103	Lakewood United Methodist Church <i>(Combined)</i> <i>From ML King Jr. 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 Jr. 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>(Combined)</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	Mt. Zion AME Church <i>(Combined)</i> <i>Northwest corner of 16 St. S. & 12 Ave. S.</i>	1045 16 St. S.	SP
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

<u>PCT.#</u>	<u>POLLING PLACE</u>	<u>ADDRESS</u>	<u>CITY</u>
122	Coliseum <u>(Combined)</u> <i>North side of 4 Ave. N. - across from the Shuffleboard Courts</i>	535 4 Ave. N.	SP
123	Coliseum <u>(Combined)</u> <i>North side of 4 Ave. N. - across from the Shuffleboard Courts</i>	535 4 Ave. N.	SP
125	Peterborough Apartments <u>(Single)</u> <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 <u>(Combined)</u> <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 <u>(Combined)</u> <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 <u>(Combined)</u> <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 <u>(Combined)</u> <i>South side of 5 Ave. N. - west of 31 St. N.</i>	3150 5 Ave. N.	SP
130	Coliseum <u>(Combined)</u> <i>North side of 4 Ave. N. - across from the Shuffleboard Courts</i>	535 4 Ave. N.	SP
131	30th Avenue Baptist Church <u>(Single)</u> <i>North side of 30 Ave. N. - enter from 33 St. N.</i>	3241 30 Ave. N.	SP
132	Faith Assembly <u>(Single)</u> <i>Northwest corner of 39 Ave. N. & 28 St. N.</i>	3900 28 St. N.	SP
133	St. Bede's Episcopal Church <u>(Single)</u> <i>Southwest corner of 16 St. N. & 26 Ave. N.</i>	2500 16 St. N.	SP
134	Sunken Gardens <u>(Combined)</u> <i>East side of 4 St. N. - south of 20 Ave. N.</i>	1825 4 St. N.	SP
135	Westminster Presbyterian Church <u>(Single)</u> <i>Southeast corner of 11 Ave. NE & 1 St. NE</i>	126 11 Ave. NE	SP
136	American Baptist Church of the Beatitudes <u>(Single)</u> <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 <u>(Single)</u> <i>Northwest corner of 37 Ave. N. & 3 St. N. - behind McDonald's</i>	301 37 Ave. N.	SP
138	St. Petersburg Women's Club <u>(Single)</u> <i>East side of Eden Isle Blvd. N.E.</i>	40 Snell Isle Blvd. NE	SP
139	Roberts Recreation Center <u>(Combined)</u> <i>Southwest corner of 50 Ave. N. & 12 St. N.</i>	1246 50 Ave. N.	SP
140	Roberts Recreation Center <u>(Combined)</u> <i>Southwest corner of 50 Ave. N. & 12 St. N.</i>	1246 50 Ave. N.	SP
141	Woodlawn Presbyterian Church <u>(Single)</u> <i>Northwest corner of 12 St. N. & 26 Ave. N.</i>	2612 12 St. N.	SP
142	Sunken Gardens <u>(Combined)</u> <i>East side of 4 St. N. - south of 20 Ave. N.</i>	1825 4 St. N.	SP
143	Lutheran Church of the Cross <u>(Single)</u> <i>Corner of Chancellor St. NE & Overlook Dr. NE</i>	4545 Chancellor St. NE	SP
144	Northeast Presbyterian Church <u>(Single)</u> <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 (A) <u>(Double)</u> <i>Southeast corner of 62 Ave. NE & 1 St. NE</i>	150 62 Ave. NE	SP

<u>PCT.#</u>	<u>POLLING PLACE</u>	<u>ADDRESS</u>	<u>CITY</u>
146	Faith Covenant Church (B) <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>(Combined)</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>(Single)</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	Feather Sound Community Church <i>(Combined)</i> <i>North of Ulmerton Rd. on Feather Sound Dr.</i>	13880 Feather Sound Dr.	CW
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. - turn 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

<u>PCT.#</u>	<u>POLLING PLACE</u>	<u>ADDRESS</u>	<u>CITY</u>
203	Bethel Metropolitan Baptist Church (<u>Combined</u>) <i>North side of 26 Ave. S. - west of 34 St. S.</i>	3455 26 Ave. S.	SP
204	Bethel Metropolitan Baptist Church (<u>Combined</u>) <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 (<u>Single</u>) <i>Southwest corner of 37 St. S. & 11 Ave. S.</i>	1137 37 St. S.	SP
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	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
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	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
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

<u>PCT.#</u>	<u>POLLING PLACE</u>	<u>ADDRESS</u>	<u>CITY</u>
227	Fifth Avenue Church of Christ (<i>Single</i>) <i>Southeast corner of 5 Ave. S. & 43 St. S.</i>	4200 5 Ave. S.	SP
228	St. Luke's United Methodist Church (<i>Combined</i>) <i>South side of 5 Ave. N. - east of 49 St. N.</i>	4444 5 Ave. N.	SP
229	St. Vincent's Episcopal Church (<i>Single</i>) <i>Northwest corner of 9 Ave. N. & 54 St. N.</i>	5441 9 Ave. N.	SP
230	St. Stefanos Greek Orthodox Church (<i>Combined</i>) <i>West side of 76 St. N. - south of 38 Ave. N.</i>	3600 76 St. N.	SP
231	Cornerstone Community Church (<i>Single</i>) <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 (<i>Combined</i>) <i>North side of 22 Ave. N. - east of 58 St. N.</i>	5401 22 Ave N.	SP
233	Community Bible Baptist Church (<i>Single</i>) <i>Southwest corner of 17 Ave. N. & 38 St. N.</i>	3800 17 Ave. N.	SP
234	Clearview United Methodist Church (<i>Combined</i>) <i>Northwest corner of 38 Ave. N. & 45 St. N.</i>	4515 38 Ave. N.	SP
235	Azalea Baptist Church (<i>Single</i>) <i>Northwest corner of Country Club Rd. N. & 79 St. N. - west of Azalea Middle School</i>	7900 22 Ave. N.	SP
236	Portuguese American Suncoast Association, Inc. (<i>Combined</i>) <i>South side of 46 Ave. N. between 78 St. N. & 78 Ln. N.</i>	7808 46 Ave. N.	SP
237	Clearview Oaks (<i>Single</i>) <i>Southeast corner of 40 Ave. N. & 58 St. N.</i>	5700 40 Ave. N.	SP
239	St. Petersburg Community Church (<i>Single</i>) <i>Northwest corner of 30 Ave. N. & 45 St. N.</i>	4501 30 Ave. N.	SP
240	St. Stefanos Greek Orthodox Church (<i>Combined</i>) <i>West side of 76 St. N. - south of 38 Ave. N.</i>	3600 76 St. N.	SP
241	Walter P. Fuller Recreation Center (<i>Single</i>) <i>North side of 26 Ave. N. - in Recreation Center</i>	7891 26 Ave. N.	SP
243	Clearview United Methodist Church (<i>Combined</i>) <i>Northwest corner of 38 Ave. N. & 45 St. N.</i>	4515 38 Ave. N.	SP
275	Palm Lake Christian Church (<i>Combined</i>) <i>North side of 22 Ave. N. - east of 58 St. N.</i>	5401 22 Ave N.	SP
401	Island Chapel (<i>Single</i>) <i>Behind Mercantile Bank - east of Pinellas Bayway S.</i>	1271 Pinellas Bayway S.	TV

**ST. PETERSBURG CITY COUNCIL
Consent Agenda**

Meeting of October 2, 2014

TO: City Council Chair & Members of City Council

SUBJECT: Approving the appointment of poll workers for the November 4, 2014 Special Municipal Election.

EXPLANATION:

In accordance with The St. Petersburg City Code Section 10-10, City Council shall 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 now 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 list is on file in the office of the City Clerk.

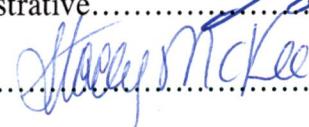
COST/FUNDING INFORMATION:

The Supervisor of Elections will recruit, assign, train, and compensate ALL poll workers. A Deputy Sheriff will deputize the poll deputies.

ATTACHMENT: Resolution

APPROVALS:

Administrative.....

Budget.....

A RESOLUTION APPROVING APPOINTMENT
OF POLL WORKERS FOR THE NOVEMBER 4,
2014 SPECIAL 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 November 4, 2014 Special Municipal Election.

This resolution shall become effective immediately upon its adoption.

APPROVED:

Legal.....

Administrative..... 

ST. PETERSBURG CITY COUNCIL

CONSENT AGENDA

Meeting of October 2, 2014

TO: The Honorable Bill Dudley, Chair, and Members of City Council

SUBJECT: Ratifying the proposed amendments to the labor agreement between the City of St. Petersburg and the Suncoast Police Benevolent Association (PBA) for the Sergeants and Lieutenants bargaining unit covering the job classifications within that unit effective October 1, 2014, through September 30, 2016.

The City and the Union have reached tentative agreement on the following amendments to the terms of a collective bargaining agreement with the PBA Sergeants and Lieutenants unit. Unit members ratified these amendments on Tuesday, September 16, 2014, and if approved and ratified by Council, the proposed amendments will be effective retroactive to October 1, 2014.

The agreement provides a two percent (2%) general wage increase in FY 2015 for all members. The parties agree to reopen negotiations regarding a general wage increase for FY 2016 with a minimum guarantee of two percent (2%). The parties also agree to raise the maximum reimbursement for the cost of protective body armor (bullet resistant vests) to seven hundred fifty dollars (\$750) in accordance with policies and procedures established by the Department.

Furthermore, the parties reached agreement on an amendment to raise the maximum number of overtime hours that can be included in a member's compensation for pension calculations from up to one hundred (100) hours, to up to one hundred twenty (120) hours contingent upon approval of such necessary ordinance amendment by City Council and approval by the State Division of Retirement. If approved, the proposed amendment will be effective retroactively to October 1, 2014.

Cost/Funding Information:

Specific costs for the pay and vest reimbursement increases are within the budget provisions for FY 2015 and will come from funds within the operating budget for the General Fund, Police Department.

Attachment - Resolution

Approvals:


Administration


Budget

A RESOLUTION APPROVING AMENDMENTS TO THE NEGOTIATED AGREEMENT WITH THE SUNCOAST POLICE BENEVOLENT ASSOCIATION REPRESENTING THE SERGEANTS AND LIEUTENANTS BARGAINING UNIT, FOR THE PERIOD OF OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2016, AND ESTABLISHING AN EFFECTIVE DATE FOR THIS RESOLUTION

WHEREAS, the City of St. Petersburg and the Suncoast Police Benevolent Association have agreed to amend the Collective Bargaining Agreement with the Sergeants and Lieutenants bargaining unit effective October 1, 2014 through September 30, 2016; and

WHEREAS, the amendments provide a 2% general wage increase in FY 2015 for all members; and

WHEREAS, the parties will reopen the Pay article to negotiate pay increases effective for FY 2016 with a minimum general wage increase of 2%; and

WHEREAS, the amendments increase the maximum reimbursement for the cost of protective body armor (bullet resistant vests) to seven hundred fifty dollars (\$750) in accordance with policies and procedures established by the Department; and

WHEREAS, the amendments raise the maximum number of overtime hours that can be included in a member's compensation for pension calculations from up to one hundred (100) hours, to up to one hundred twenty (120) hours contingent upon approval of such necessary ordinance amendment by City Council and approval by the State Division of Retirement. If approved, this proposed amendment will be effective retroactively to October 1, 2014.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St Petersburg, Florida, that these amendments to the existing Collective Bargaining Agreement with the Suncoast Police Benevolent Association representing Sergeants and Lieutenants, with the amendments effective for the period of October 1, 2014, through September 30, 2016, are approved.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT:



City Attorney (designee)



Administration



Budget

ST. PETERSBURG CITY COUNCIL

CONSENT AGENDA

Meeting of October 2, 2014

TO: The Honorable Bill Dudley, Chair, and Members of City Council

SUBJECT: Ratifying the proposed amendments to the labor agreement between the City of St. Petersburg and the Suncoast Police Benevolent Association (PBA) for the Police Officers and Technicians bargaining unit covering the job classifications within that unit effective October 1, 2014, through September 30, 2016.

The City and the Union have reached tentative agreement on the following amendments to the terms of a collective bargaining agreement with the PBA Police Officers and Technicians unit. Unit members ratified these amendments on Tuesday, September 16, 2014, and if approved and ratified by Council, the proposed amendments will be effective retroactive to October 1, 2014.

The agreement provides a two percent (2%) general wage increase in FY 2015 for all members. The parties agree to reopen negotiations regarding a general wage increase for FY 2016 with a minimum guarantee of two percent (2%). The parties also agree to raise the maximum reimbursement for the cost of protective body armor (bullet resistant vests) to seven hundred fifty dollars (\$750) in accordance with policies and procedures established by the Department.

Furthermore, the parties reached agreement on an amendment to raise the maximum number of overtime hours that can be included in a member's compensation for pension calculations from up to one hundred (100) hours, to up to one hundred twenty (120) hours contingent upon approval of such necessary ordinance amendment by City Council and approval by the State Division of Retirement. If approved, the proposed amendment will be effective retroactively to October 1, 2014.

Cost/Funding Information:

Specific costs for the pay and vest reimbursement increases are within the budget provisions for FY 2015 and will come from funds within the operating budget for the General Fund, Police Department.

Attachment - Resolution

Approvals:


Administration


Budget

A RESOLUTION APPROVING AMENDMENTS TO THE NEGOTIATED AGREEMENT WITH THE SUNCOAST POLICE BENEVOLENT ASSOCIATION REPRESENTING THE POLICE OFFICERS AND TECHNICIANS BARGAINING UNIT, FOR THE PERIOD OF OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2016, AND ESTABLISHING AN EFFECTIVE DATE FOR THIS RESOLUTION

WHEREAS, the City of St. Petersburg and the Suncoast Police Benevolent Association have agreed to amend the Collective Bargaining Agreement with the Police Officers and Technicians unit effective October 1, 2014 through September 30, 2016; and

WHEREAS, the amendments provide a 2% general wage increase in FY 2015 for all members; and

WHEREAS, the parties will reopen the Pay article to negotiate pay increases effective for FY 2016 with a minimum general wage increase of 2%; and

WHEREAS, the amendments increase the maximum reimbursement for the cost of protective body armor (bullet resistant vests) to seven hundred fifty dollars (\$750) in accordance with policies and procedures established by the Department; and

WHEREAS, the amendments raise the maximum number of overtime hours that can be included in a member's compensation for pension calculations from up to one hundred (100) hours, to up to one hundred twenty (120) hours contingent upon approval of such necessary ordinance amendment by City Council and approval by the State Division of Retirement. If approved, this proposed amendment will be effective retroactively to October 1, 2014.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St Petersburg, Florida, that these amendments to the existing Collective Bargaining Agreement with the Suncoast Police Benevolent Association representing officers and technicians, with the amendments effective for the period of October 1, 2014, through September 30, 2016, are approved.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT:



City Attorney (designee)



Administration



Budget

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of October 2, 2014

TO: The Honorable William H. Dudley, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a First Amendment to the June 10, 2013 Parking Lot License Agreement and all other necessary documents with Urban Development Solutions, Inc., a Florida non-profit corporation, that amends the permitted use to provide the right to occupy and use the Premises for a Sunday Market operated by The Deuces Live, Inc., a Florida non-profit corporation; and providing an effective date.

EXPLANATION: Real Estate & Property Management received a request from Administration to provide for an amendment to the Manhattan Casino Parking Lot License Agreement to provide the operator of Manhattan Casino, the right to occupy and use City-owned property to operate a Sunday Market, organized by The Deuces Live, Inc., a Florida non-profit corporation.

The City of St. Petersburg ("City") and Urban Development Solutions, Inc., a Florida non-profit corporation ("Licensee"), entered into a Parking Lot License Agreement on June 10, 2013, to provide overflow and valet parking for the Manhattan Casino ("Parking License"). The Parking License provided the Licensee the use of the Premises *"for the sole purpose of operating and maintaining a parking lot for the exclusive use for parking for employees working at, and visitors to, the Manhattan Casino ("Parkers"), whether self parked or by use of a valet service, and for no other purpose ("Permitted Use")."*

The Licensee, through Administration, has requested that the Permitted Use of the Premises be amended to also include the right to use the Premises as a local market operated on Sunday and organized by The Deuces Live, Inc., a Florida non-profit corporation ("Deuces Live").

The Deuces Live Sunday Market is a community oriented program that features an assortment of home baked goods, fresh produce, seafood, flowers, plants, arts and fine crafts, home goods, and live entertainment.

A First Amendment has been prepared, subject to City Council approval, that provides for the above referenced amendment to the Permitted Use and further provides for the Licensee to represent and warrant to the City that Licensee has executed a sublicense agreement with Deuces Live in accordance with the Parking License and that such sublicense agreement requires Deuces Live to (i) name the Indemnified Parties, as defined in the Parking License, as an additional insured on all the insurance required to be obtained by Deuces Live pursuant to the sublicense agreement and (ii) defend and indemnify the Indemnified Parties against any and all Claims related to Deuces Live's use of the Premises for a local market operated on Sunday.

All other terms and conditions contained in the Parking License that are not modified by the First Amendment shall remain in full force and effect.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a First Amendment to the June 10, 2013 Parking Lot License Agreement and all other necessary documents with Urban Development Solutions, Inc., a Florida non-profit corporation, that amends the permitted use to provide the right to occupy and use the Premises for a Sunday Market operated by The Deuces Live, Inc., a Florida non-profit corporation; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Resolution

APPROVALS: Administration:  
Budget: N/A
Legal: 

(As to consistency w/attached legal documents)
Legal: 00203825.doc v.1

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A FIRST AMENDMENT TO THE JUNE 10, 2013 PARKING LOT LICENSE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS WITH URBAN DEVELOPMENT SOLUTIONS, INC., A FLORIDA NON-PROFIT CORPORATION, THAT AMENDS THE PERMITTED USE TO PROVIDE THE RIGHT TO OCCUPY AND USE THE PREMISES FOR A SUNDAY MARKET OPERATED BY THE DEUCES LIVE, INC., A FLORIDA NON-PROFIT CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Real Estate & Property Management received a request from Administration to provide for an amendment to the Manhattan Casino Parking Lot License Agreement to provide the operator of Manhattan Casino the right to occupy and use City-owned property to operate a Sunday Market, organized by The Deuces Live, Inc., a Florida non-profit corporation; and

WHEREAS, the City of St. Petersburg ("City") and Urban Development Solutions, Inc., a Florida non-profit corporation ("Licensee"), entered into a Parking Lot License Agreement on June 10, 2013, to provide overflow and valet parking for the Manhattan Casino ("Parking License"); and

WHEREAS, the Parking License provided the Licensee the use of the Premises *"for the sole purpose of operating and maintaining a parking lot for the exclusive use for parking for employees working at, and visitors to, the Manhattan Casino ("Parkers"), whether self parked or by use of a valet service, and for no other purpose ("Permitted Use")."*; and

WHEREAS, the Licensee, through Administration, has requested that the Permitted Use of the Premises be amended to also include the right to occupy and use the Premises as a local market operated on Sunday and organized by The Deuces Live, Inc., a Florida non-profit corporation ("Deuces Live"); and

WHEREAS, the Deuces Live Sunday Market is a community oriented program that features an assortment of home baked goods, fresh produce, seafood, flowers, plants, arts and fine crafts, home goods, and live entertainment; and

WHEREAS, a First Amendment has been prepared, subject to City Council approval, that provides for the above referenced amendment to the Permitted Use and further provides for the Licensee to represent and warrant to the City that Licensee has executed a sublicense agreement with Deuces Live in accordance with the Parking License and that such

sublicense agreement requires Deuces Live to (i) name the Indemnified Parties, as defined in the Parking License, as an additional insured on all the insurance required to be obtained by Deuces Live pursuant to the sublicense agreement and (ii) defend and indemnify the Indemnified Parties against any and all Claims related to Deuces Live's use of the Premises for a local market operated on Sunday; and

WHEREAS, all other terms and conditions contained in the Parking License that are not modified by the First Amendment shall remain in full force and effect.

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 First Amendment to the June 10, 2013 Parking Lot License Agreement and all other necessary documents with Urban Development Solutions, Inc., a Florida non-profit corporation, that amends the permitted use to provide the right to occupy and use the Premises for a Sunday Market operated by The Deuces Live, Inc., a Florida non-profit corporation.

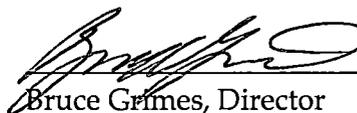
This Resolution shall become effective immediately upon its adoption.

LEGAL:



City Attorney (designee)

APPROVED BY:



Bruce Grimes, Director
Real Estate & Property Management

Legal: 00203825.doc v.1