

COUNCIL MEETING

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

CITY OF ST. PETERSBURG

December 11, 2014
3:00 PM

A. Meeting Called to Order and Roll Call.

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

B. Approval of Agenda with Additions and Deletions.

C. Awards and Presentations

1. [Presentation recognizing Assistant Chief David H. DeKay for his years of service to the City of St. Petersburg.](#)
2. [Presentation of the "Above and Beyond Award" to the City of St. Petersburg on behalf of the Department of Defense.](#)
3. [CareFest St. Petersburg 2014 Event, CareCup Presentation](#)
4. [Proclamation recognizing Makers Day in St. Petersburg.](#)
5. [St. Pete's Promise - Bay Point Elementary](#)
6. [Presentation of First Night 2015 by Allen Lloyd, Executive Director of First Night St. Petersburg.](#)
7. [Presentation on the Lutheran Services Florida Children & Head Start Services program by Canaan McCaslin, Sr. Director of Special Projects & Community Engagement.](#)

D. Reports

1. [Memorandum of Understanding Between the City of St. Petersburg, Florida and Tampa Bay Rays Baseball, Ltd. \(Oral\)](#)

E. Legal

1. Announcing an Attorney/Client Session of City Council for December 18, 2014 in the case of Vicki Sexton, as Personal Representative, etc. v. Officer Nicolo Mangiaracina, etc., et al Case No. 8:14-CV-03022-SCB-AEP.
2. [Resolution of the City of St. Petersburg City Council approving transfers to the Marketing and Communications Division for the Arts Enclave Foundation, Inc.](#)
3. [Resolution superseding Resolution No. 14-554 related to the Historic Roser Park Neighborhood Plan to remove the reference to a public hearing.](#)

F. Adjournment

CITY COUNCIL AGENDA AWARDS & PRESENTATIONS

November 21, 2014

TO: The Honorable Members of City Council

SUBJECT: Presentation recognizing Assistant Chief David H. DeKay for his years of service to the City of St. Petersburg.

PRESENTER: Mayor Rick Kriseman

SCHEDULE FOR COUNCIL ON:

Agenda of December 11, 2014

CITY COUNCIL AGENDA AWARDS & PRESENTATIONS

November 3, 2014

TO: The Honorable Members of City Council

SUBJECT: Presentation of the "Above and Beyond Award" to the City of St. Petersburg on behalf of the Department of Defense.

PRESENTER: Member(s) from Department of Defense

SCHEDULE FOR COUNCIL ON:

Agenda of December 11, 2014



**CITY OF ST. PETERSBURG
MEMORANDUM**

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

FROM: The Honorable Mayor Rick Kriseman

DATE: December 11, 2014

SUBJECT: CareFest St. Petersburg 2014 Event, CareCup Presentation

Each year the City of St. Petersburg takes part in the annual CareFest event the last Saturday in September. Counting the total number of projects and volunteers in the Tampa bay area, the City of St. Petersburg has won the Care Cup for the last six years, and this year would be no different. Our partnership with Somebody Cares Tampa Bay continues and this year, the city kept the CareCup tradition alive.

This year's event was held on **Saturday, September 27, 2014 from 7:30 a.m. to 2 p.m.** Participants checked in at **Lake Vista Park** (1401 62nd Avenue South), proceeded to their project sites, and then returned to the Park by 12 noon to celebrate the completion of their projects. They were recognized for their efforts, and enjoyed a light lunch. Several groups took last year's challenge and never stopped giving back to the community, continuing to make a difference by "Beeing Caretagious" all year.

Almost 80 projects were adopted by area churches, businesses, and neighborhood and community organizations. Projects included: Cleaning up the historic Greenwood Cemetery, Palmetto Park neighborhood street and park clean-up, shoreline clean-ups at both Mirror Lake and Crescent Lake, environmental projects like our Drains to the Bay that educate neighbors on our storm water system, neighborhood projects like the 34th Street Corridor clean-up, home renovation and painting projects, community garden preparations, and the Pinellas Trail cleanup.

The final grand total of 1,532 volunteers completing 78 projects is one of the many reasons the Sun Shines Here, and the CareCup continues to reside in St. Petersburg.

cc: Mike Dove, Neighborhood Affairs Administrator
Susie Ajoc, Community Services Director
Aubri Shauger-Haley, Neighborhood Specialist

CITY COUNCIL AGENDA AWARDS & PRESENTATIONS

December 9, 2014

TO: The Honorable Members of City Council
SUBJECT: Proclamation recognizing Makers Day in St. Petersburg.
PRESENTER: Mayor Rick Kriseman

SCHEDULE FOR COUNCIL ON:

Agenda of December 11, 2014

**CITY COUNCIL AGENDA
AWARDS & PRESENTATIONS**

December 3, 2014

TO: The Honorable Members of City Council

SUBJECT: St. Pete's Promise - Bay Point Elementary

PRESENTER: Richard Engwall
St. Pete's Promise, Mayor's Office

SCHEDULE FOR COUNCIL ON:

Agenda of December 11, 2014

CITY COUNCIL AGENDA

Presentation Item

TO: Mayor and Members of City Council

DATE: October 21, 2014

**COUNCIL
DATE:** December 11, 2014

RE: First Night St. Petersburg

ACTION DESIRED:

Allen Lloyd, Executive Director of First Night St. Petersburg will be providing a presentation to City Council of First Night 2015.

Bill Dudley
City Council Chair

CITY COUNCIL AGENDA

Presentation Item

TO: Mayor and Members of City Council

DATE: November 17, 2014

**COUNCIL
DATE:** December 11, 2014

RE: LSF Children & Head Start Services

ACTION DESIRED:

Canaan McCaslin, Sr. Director of Special Projects & Community Engagement will be providing a presentation to City Council about their program.

Jim Kennedy, Council Member
District 2

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and executed as of the _____ day of December, 2014 ("Execution Date"), between the City of St. Petersburg, Florida, a municipal corporation ("City"), and Tampa Bay Rays Baseball, Ltd. (formerly known as Tampa Bay Devil Rays, Ltd.), a Florida limited partnership ("Club") (collectively, "Parties").

Recitals

Whereas, the City and the Club entered into an Agreement for the Use, Management and Operation of the Domed Stadium in St. Petersburg Including the Provision of Major League Baseball on April 28, 1995 and such agreement has been amended from time to time (such agreement, as it has been amended, is hereinafter referred to as the "Agreement"); and

Whereas, the Club wishes to begin evaluating potential future stadium sites in Pinellas County, Florida ("Pinellas") and Hillsborough County, Florida ("Hillsborough") for the Tampa Bay Rays to play home games prior to the end of the Major League Baseball ("MLB") season occurring in the year 2027 ("2027 Season"); and

Whereas, the City wishes to retain the Tampa Bay Rays as a MLB franchise in the Tampa Bay region for the long term; and

Whereas, the City has agreed to allow the Club to engage in activities related to the evaluation of potential future stadium sites in Pinellas and Hillsborough only, subject to the terms and conditions set forth in this MOU.

Now, Therefore, in consideration of the promises and covenants contained herein (including those contained in the foregoing recitals), and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and the Club agree as follows:

1. Definitions. For purposes of this MOU, the terms "DOME", "Capital Account", "Home Games", "Force Majeure Event", "Franchise", and "Term" shall have the meanings set forth in the Agreement.

2. Acknowledgment of Club. The Club acknowledges and agrees that, as set forth, among other things, in Sections 2.04 and 11.01 of the Agreement, during the Term: (i) the Club shall cause the Franchise to play all of its Home Games in the DOME, subject to the provisions of Section 2.04 of the Agreement; (ii) the Club is not permitted to play any of the Franchise's Home Games in any facility other than the DOME without the City's consent, which may be withheld in the City's sole discretion, subject to the provisions of Section 2.04 of the Agreement and Paragraph 5 of this MOU; and (iii) neither the Club nor any of its respective parties, principals, directors, officers, employees, owners, or agents will enter into, initiate or conduct any agreement or negotiations (directly or indirectly) for the use of any facility other than the DOME for the Home Games of the Franchise, except to the extent permitted by Sections 2.04 and 16.03 of the Agreement.

3. Evaluation Activities. As used in this MOU and Section 11.01 of the Agreement, the term "negotiations" shall not include Evaluation Activities. For purposes of this MOU and Section 11.01 of the Agreement, "Evaluation Activities" means non-binding discussions and communications, feasibility studies and analyses, cost estimation and related activities for the purpose of identifying a potential future stadium site for the Franchise in Pinellas or Hillsborough only. Without limiting Paragraph 6 below, the following are not Evaluation Activities: (i) drafting or negotiating any agreements or other legal documents of any kind; (ii) entering into or executing any agreements or other legal documents of any kind; and/or (iii) any discussions, communications or activities for the purpose of identifying a potential future stadium site in any location other than Pinellas or Hillsborough.

4. Termination Amendment. If as a result of the Evaluation Activities the Club wishes to terminate the Agreement prior to the end of the Term in order for the Franchise to play its Home Games at a stadium other than the DOME in Pinellas or Hillsborough through at least the end of the 2027 Season, the Club and the City shall prepare in good faith a written amendment to the Agreement that provides for such termination ("Termination Amendment"). The Termination Amendment shall establish an effective date of termination of the Agreement and address matters related to wind down of the Agreement, the Club's move out and reacquisition of the DOME by the City. Further, the Termination Amendment shall provide for monetary and in-kind compensation to the City (in only the amounts and categories set forth below but subject to the limitations set forth below) and an indemnification for the Bonds (as defined below), as follows:

A. Annual Monetary Compensation. The City and the Club hereby agree that the annual monetary compensation required to be paid by the Club to the City pursuant to the Termination Amendment shall be as follows, provided the Franchise plays its Home Games at a stadium other than the DOME in Pinellas or Hillsborough through at least the end of the 2027 Season (except for Excused Games as defined below), subject to subparagraph D below:

i. For the time period commencing on the Execution Date through December 31, 2018, the Club shall pay the City four million dollars (\$4,000,000) for each year during this first time period that the Franchise does not play all of its Home Games in the DOME (except for games that were not required to be played in the DOME pursuant to Section 2.04 of the Agreement); and

ii. For the time period commencing on January 1, 2019 through December 31, 2022, the Club shall pay the City three million dollars (\$3,000,000) for each year during this second time period that the Franchise does not play all of its Home Games in the DOME (except for games that were not required to be played in the DOME pursuant to Section 2.04 of the Agreement); and

iii. For the time period commencing on January 1, 2023 through December 31, 2026, the Club shall pay the City two million dollars (\$2,000,000) for each year during this third time period that the Franchise does not play all of its Home Games in the DOME (except for games that were not required to be played in the DOME pursuant to Section 2.04 of the Agreement). In the event that the Franchise does not play all of its Home Games in

the DOME during the 2027 calendar year, no additional monetary compensation shall be owed for such year, provided that the Club has paid all other annual monetary compensation owed in accordance with this subparagraph A.

iv. The first payment of annual monetary compensation owed by the Club pursuant to this subparagraph A shall be reduced by an amount equal to fifty percent (50%) of the balance of the Capital Account as of thirty (30) days prior to the effective date of termination of the Agreement.

v. The annual monetary compensation owed by the Club pursuant to this subparagraph A shall be paid to the City on or before November 30 of each year that compensation is owed. For example, if the Franchise does not play all of its Home Games in the DOME during the MLB season ending in October 2018 (except for games that were not required to be played in the DOME pursuant to Section 2.04 of the Agreement), the Club shall pay the City four million dollars (\$4,000,000) on or before November 30, 2018, and shall pay other years of compensation owed in the same manner. On or before the effective date of termination of the Agreement, the Club shall provide the City with a letter of credit in a form acceptable to the City and issued by a bank acceptable to the City (or an alternate form of security acceptable to the City) to secure the total amount of annual monetary compensation owed pursuant to this subparagraph A.

B. In-Kind Compensation. In recognition of the Franchise as a regional asset and in addition to the annual monetary compensation set forth in subparagraph A above, the Club shall provide the City with an in-kind compensation package through the end of the 2027 Season. Such in-kind compensation package may include City use days, signage recognizing the City and/or tickets for Franchise home games for economic development and promotion of the City, as mutually agreed upon by the City and the Club in good faith. The total fair market value of the in-kind compensation owed by the Club pursuant to this subparagraph B (projected aggregate value for all the years in which in-kind compensation is owed, as calculated on the execution date of the Termination Amendment) shall not exceed one million dollars (\$1,000,000). In the event the City and the Club do not mutually agree upon an in-kind compensation package to be included in the Termination Amendment, the Termination Amendment shall require the Club to pay the City one million dollars (\$1,000,000) in lieu of in-kind compensation. Such payment shall be made by the Club to the City on a one-time lump sum basis on or before the effective date of termination of the Agreement.

C. Indemnification For Bonds.

i. The Termination Amendment shall provide for the Club to indemnify and hold harmless the City from and against any and all losses, liabilities and fees incurred by the City in connection with the Bonds (as defined below), including but not limited to liability incurred by the City in connection with a pledged revenue source for the Bonds and/or tax exempt status of the Bonds being adversely affected by the Termination Amendment or demolition of the DOME prior to the end of the Term. For purposes of this MOU, "Bonds" means all bonds and other indebtedness issued or incurred prior to the Execution Date and

associated with financing or refinancing the DOME and capital expenditures associated therewith, including but not limited to land acquisition and parking facilities.

ii. The Club acknowledges and agrees that the scope and form of the indemnification to be included in the Termination Amendment must be adequate to fully protect the City against any and all losses, liabilities and fees in connection with the Bonds, as determined by the City Attorney after consultation with the City's bond counsel. Accordingly, the indemnification generally described in this subparagraph C is subject to modification prior to inclusion in the Termination Amendment.

iii. The Club shall provide the City with a letter of credit in a form acceptable to the City and issued by a bank acceptable to the City (or an alternate form of security acceptable to the City) to secure the Club's obligations pursuant to this subparagraph C.

iv. The Club's obligations pursuant to this subparagraph C are in addition to the compensation required to be paid and provided by the Club pursuant to subparagraphs A and B above.

D. Limitations.

i. The Club acknowledges and agrees that the City is entering into this MOU in an effort to keep the Franchise in Pinellas or Hillsborough for the long term and that a portion of the consideration for a Termination Amendment would be the value to the City of retaining the Franchise as a regional asset. Accordingly, without limiting Paragraph 6 below, the compensation set forth in subparagraphs A and B above shall be applicable only in the event the City and the Club enter into a Termination Amendment in order for the Franchise to play its Home Games at a stadium other than the DOME in Pinellas or Hillsborough through at least the end of the 2027 Season (except for Excused Games as defined below). Without limiting the generality of the foregoing, the compensation set forth in subparagraphs A and B above shall have no application or evidentiary relevance whatsoever in the event the Franchise relocates to a stadium outside of Pinellas or Hillsborough prior to the end of the Term. Moreover, without limiting Paragraph 6 below, the Club recognizes that relocation of the Franchise to a stadium outside of Pinellas or Hillsborough prior to the end of the Term will result in irreparable harm to the City and damages that are not readily calculable.

ii. Except as specifically set forth in this MOU, the Termination Amendment shall not relieve the Club of any liabilities incurred or arising prior to the effective date of termination of the Agreement (e.g., claims arising out of events prior to the effective date of termination of the Agreement, amounts owed pursuant to third party contracts, tax liability, etc.).

iii. Notwithstanding the Termination Amendment, the City shall be paid the balance of the Capital Account on or before the effective date of termination of the Agreement and the City shall remain entitled to any and all proceeds, funds and other monies (e.g., ticket stub funds, naming rights proceeds, etc.) payable to the City pursuant to the Agreement through the effective date of termination of the Agreement.

iv. The Termination Amendment shall not include any provision requiring the City to pay damages or incur any liability (including but not limited to delay related damages or liability) in connection with a declaratory judgment action commenced pursuant to Paragraph 5 of this MOU.

v. The Club shall cause the Franchise to play all of its Home Games in the DOME for a minimum of one (1) MLB season (except for games that are not required to be played in the DOME pursuant to Section 2.04 of the Agreement) following the execution date of the Termination Amendment and prior to the effective date of termination of the Agreement.

vi. For purposes of this MOU, "Excused Games" means all Home Games except for (a) those games that are not played due to a Force Majeure Event; and (b) up to ten (10) games per MLB season played at a facility that is not located in Pinellas or Hillsborough.

5. Approval of Termination Amendment.

A. City Council shall vote on whether to approve the Termination Amendment within sixty (60) days following notice from the Mayor that the Termination Amendment has been executed by the Club and the Mayor subject to City Council approval. Further, City Council shall approve the Termination Amendment provided that the Termination Amendment is consistent with the terms and conditions of this MOU.

B. In the event City Council does not approve the Termination Amendment, either the Club or the City may seek a declaratory judgment from a court of competent jurisdiction as to whether the Termination Amendment considered by City Council is consistent with the terms and conditions of this MOU. If a court of competent jurisdiction issues a final order (after the exhaustion of any and all appellate remedies) that the Termination Amendment considered by City Council is not consistent with the terms and conditions of this MOU, such Termination Amendment shall be void and the Club and the City shall remain fully bound by the Agreement and this MOU; provided, however, that the Club may propose an alternative Termination Amendment for City Council's consideration. If a court of competent jurisdiction issues a final order (after the exhaustion of any and all appellate remedies) that the Termination Amendment considered by City Council is consistent with the terms and conditions of this MOU, the Termination Amendment shall be fully enforceable by the Club and the City, effective as of the date the Termination Amendment was executed by the Club and the Mayor.

C. For purposes of a declaratory judgment action pursuant to this Paragraph 5 only, (i) venue for such declaratory judgment action shall be the Circuit Court for the Twelfth Judicial Circuit, in and for Manatee County, Florida; (ii) each party waives any defense, whether asserted by motion or pleading, that the aforementioned court is an improper or inconvenient venue for such declaratory judgment action; and (iii) the City and the Club consent to the personal jurisdiction of the aforementioned court and irrevocably waive any objections to said jurisdiction with respect to such declaratory judgment action.

D. Each party shall bear its own attorneys' fees and costs associated with a declaratory judgment action pursuant to this Paragraph 5. Further, neither the City nor the Club shall have any liability to the other in connection with such declaratory judgment action or any delay associated therewith; provided, however, that the City and the Club shall remain responsible for any amounts due pursuant to the Agreement, this MOU and the Termination Amendment (if the Termination Amendment is enforceable and effective).

6. No Waiver. Except as specifically set forth in this MOU, (i) this MOU is not intended as, and does not operate as, any species of consent to nullify, excuse, or waive in any way or manner, neither express or implied, direct or indirect, nor by any operation of law, any of the requirements or prohibitions set forth in the Agreement; and (ii) both the City and the Club expressly reserve any and all rights, remedies, claims and defenses they have or may have under or with respect to the Agreement; provided, however, the Club expressly waives any defense, whether asserted by pleading or motion, that this MOU operates as any species of consent to allow the Club to act or fail to act in any manner that causes the Club not to comply with any of the requirements or prohibitions set forth in the Agreement, except as specifically set forth in this MOU.

7. Term and Survival. The term of this MOU shall commence on the Execution Date and terminate at midnight on December 31, 2017, unless this MOU is earlier terminated as provided herein. Paragraphs 1, 2, 4, 5, 6, 11, 12, 15 and 16 of this MOU shall survive expiration or earlier termination of this MOU.

8. Default and Termination. The City may terminate this MOU in the event of failure by the Club to observe or perform any term or condition of this MOU if such failure shall continue for thirty (30) days after notice thereof from the City to the Club, or as otherwise provided in this MOU. The Club may terminate this MOU in the event of any failure by the City to observe or perform any term or condition of this MOU if such failure shall continue for thirty (30) days after notice thereof from the Club to the City. The Club and the City agree that, in the event of a violation of this MOU, the party not in default shall be entitled as a non-exclusive remedy, and in addition to an action for damages, to seek and obtain an injunction or decree of specific performance or an equitable remedy from a court of competent jurisdiction to enjoin or remedy any violation of this MOU; provided, however, that the sole remedy for City Council not approving a Termination Amendment shall be as set forth in Paragraph 5 of this MOU.

9. Notice. Any notice required by or permitted under this MOU shall be in writing and shall be deemed delivered when delivered by hand or by overnight delivery service, addressed as follows:

If to the City:

City of St. Petersburg
175 Fifth Street North
St. Petersburg, FL 33701
Attn: Mayor

With a copy to:

City Attorney of St. Petersburg
One 4th Street North, 10th Floor
St. Petersburg, Florida, 33701

If to the Club:

Tampa Bay Rays Baseball, Ltd.
Attn: John Higgins, Senior VP/General Counsel
Tropicana Field
One Tropicana Drive
St. Petersburg, FL 33705

10. Amendment. This MOU may be amended only in writing executed by the City and the Club, subject to City Council approval.

11. Drafting of Agreement. This MOU has been prepared by the City and reviewed by the Club and its professional advisors. The City, the Club and the Club's professional advisors believe that this MOU expresses their agreement and that it should not be interpreted in favor of either the City or the Club or against the City or the Club merely because of their efforts in preparing it.

12. No Third Party Beneficiary. No person other than the Club and the City shall have any rights whatsoever under this MOU.

13. Control Person. The Club shall notify the City within five (5) days if the Control Person for the Club ceases to be either Stuart Sternberg or Matthew Silverman. The City may terminate this MOU with five (5) days prior notice to the Club in the event that the Control Person for the Club ceases to be either Stuart Sternberg or Matthew Silverman. For purposes of this MOU, "Control Person" means the person designated by the Club and approved by MLB who is accountable to MLB for the Club's operation and its compliance with the rules of MLB and who is responsible for and empowered to make all Club decisions, including voting on behalf of the Club at MLB owners meetings.

14. City Approval. For purposes of this MOU, (i) 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 MOU or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable laws; and (ii) any right of the City to take any action permitted, allowed, or required by this MOU may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this MOU or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable laws.

15. Due Authority. Each party to this MOU 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; (ii) this MOU is independently enforceable in accordance with its terms; and (iii) all appropriate authority exists so as to duly authorize the person executing this MOU to so execute the same and fully bind the party on whose behalf he or she is executing.

16. Governing Law and Venue. This MOU shall be governed by and construed in accordance with the laws of the State of Florida. Except as provided in Paragraph 5 of this MOU, (i) venue for any legal proceeding arising out of or related to this MOU shall be Circuit Court for the Sixth Judicial Circuit, in and for Pinellas County, Florida, St. Petersburg Division; (ii) each party waives any defense, whether asserted by motion or pleading, that the aforementioned court is an improper or inconvenient venue; and (iii) the City and the Club consent to the personal jurisdiction of the aforementioned court and irrevocably waive any objections to said jurisdiction with respect to any legal proceeding arising out of or related to this MOU.

In Witness Whereof, the undersigned have executed this Memorandum of Understanding as of the day and year first above written.

CITY OF ST. PETERSBURG, FLORIDA

ATTEST:

By: _____
Richard Kriseman, Mayor

Chan Srinivasa, City Clerk

(seal)

TAMPA BAY RAYS BASEBALL, LTD.,
a Florida Limited partnership
by 501SG, LLC
Its Manager General Partner

By: _____
Stuart Stenberg, Manager

Approved as to Content and Form

City Attorney (designee)

MOU12814/00207836

A RESOLUTION OF THE CITY OF THE ST. PETERSBURG CITY COUNCIL PROVIDING FOR THE APPROVAL OF TRANSFERS TO THE MARKETING AND COMMUNICATION DIVISION FOR THE ARTS ENCLAVE FOUNDATION, INC. FROM THE CONTINGENCY BALANCE OF THE GENERAL FUND (0001) IN THE AMOUNT OF \$25,000 AND \$50,000 FROM THE GENERAL CAPITAL IMPROVEMENT FUND (3001); PROVIDING FOR FINDINGS; PROVIDING AUTHORITY FOR THE MAYOR OR THE MAYOR'S DESIGNEE TO ENTER INTO AN AGREEMENT FOR THE DISTRIBUTION OF THE FUNDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the arts are an important part of the economic development of the City of St. Petersburg; and

WHEREAS, using public funds to further the economic development of the City of St. Petersburg constitutes a valid public purpose; and

WHEREAS, the Arts Enclave Foundation, Inc. has requested funds to purchase property which will be used to further the arts in the City of St Petersburg.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the following transfers of funds for FY15 are hereby approved:

General Fund (0001)

Transfer to: Marketing Department Operations Budget,
Marketing and Communication Division (230-1749) \$25,000

General Capital Improvement Fund (3001)

Transfer to: Marketing Department Operations Budget,
Marketing and Communication Division (230-1749) \$50,000

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to enter into an agreement with the Arts Enclave Foundation, Inc. to distribute \$75,000 to the Foundation provided that the agreement contains provisions on how the money is to be used and allows the City to audit the Foundation's books to assure the City that the money has been spent in the manner provided for in the agreement.

BE IT FURTHER RESOLVED that this resolution shall become effective immediately upon its adoption.

Approved as to form and content:

City Attorney (designee)

Budget

A RESOLUTION ACCEPTING THE NEW HISTORIC ROSER PARK NEIGHBORHOOD PLAN ("NEW PLAN"); WHICH REPLACES THE NEIGHBORHOOD PLAN APPROVED IN THE EARLY 1990s; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO INITIATE PROJECTS AND PROGRAMS IDENTIFIED IN THE NEW PLAN; PROVIDING THAT THIS RESOLUTION SHALL SUPERSEDE RESOLUTION 2014-554; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City's Neighborhood Planning Program has been approved by the City Council of the City of St. Petersburg and is mandated by the City's Comprehensive Plan; and

WHEREAS, on June 20, 2013, the Historic Roser Park Neighborhood began its effort to update its early 1990's neighborhood plan ("Old Plan"); and

WHEREAS, the planning area boundaries generally extend from 7th - 11th Avenues South from 4th to Dr. Martin Luther King, Jr. Street South; and

WHEREAS, Historic Roser Park Neighborhood residents and property owners worked with Renaissance Planning Group, Inc. and Community Services staff to identify their priorities and update their neighborhood plan; and

WHEREAS, at the September 16, 2014, a neighborhood-wide meeting, residents and property owners, in attendance, supported the New Historic Roser Park Neighborhood Plan ("New Plan") to replace the Old Plan; and

WHEREAS, on October 14, 2014, the Community Planning and Preservation Commission conducted a public hearing and found the New Plan consistent with the St. Petersburg Comprehensive Plan; and

WHEREAS, on November 24, 2014, the City Council Public Services and Infrastructure Committee recommended that City Council approve the New Plan.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the New Historic Roser Park Neighborhood Plan ("New Plan") which replaces the neighborhood plan approved in the early 1990's is hereby accepted.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to initiate the development of regulations, programs and projects as identified in the New Plan to the extent they are consistent with the City's plans, goals and objectives and within the approved budget.

BE IT FURTHER RESOLVED that the Administration shall update City Council on the progress of the New Plan implementation within one year after acceptance of the New Plan.

BE IT FURTHER RESOLVED that this resolution supersedes Resolution 2014-554.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content:

City Attorney (Designee)
December 11 – City Council Meeting

Administration