



COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue

Tuesday, April 12, 2011

6:30 PM

Call to Order
Pledge of Allegiance
Invocation
Roll Call

REGULAR MEETING

- 1. Changes to the Agenda** - Any agenda items to be added, moved, or deleted will be addressed at this time. Added items will be assigned agenda item numbers and moved items should remain with the same item numbers. Notation will be made that those items will be taken out of order. Consent items may be removed for discussion, changes, and/or anticipation of a non-unanimous vote and considered separately on the request of anyone on the Commission or by a majority vote of the City Commission upon request of an audience member.
- 2. Presentations**
 - a. Make-a-Wish Foundation - Sean McQuaid**
 - b. Support Our Troops - Terri Finnerty**
 - c. Presentation of the City of St. Pete Beach, Florida audit for the Fiscal Year ending September 30, 2010 - Pete Schatzel**
 - d. 2011 St. Pete Beach Classic - City Manager Mike Bonfield**
- 3. Audience Comments** - Comments shall be limited to 3 minutes per person on issues that are not on the agenda.

4. Consent

- a. City Commission Regular Meeting Minutes of March 22, 2011**
- b. Authorize the City Manager to hang banners over 75th Avenue at Boca Ciega Drive and over the Pinellas Bayway at Granada Avenue for the October “Concert in the Park” Series.**
- c. Authorization for the City Manager to enter into a 60 month lease agreement with Skyway Technology Group, agreement is quoted from a competitively solicited Florida State Contract # 600-340-06-01.**
- d. Ratification of the 60 month lease agreement entered into by the City Manager with Skyway Technology Group, agreement is quoted from a competitively solicited Florida State Contract # 600-340-06-01.**

5. Ordinances

- a. Ordinance 2011-09, Final Reading and Public Hearing, amending Chapter 82 of the City of St. Pete Beach City Code by creating Article V entitled "traffic light safety;" providing for recorded image monitoring and enforcement of red light violations consistent with general law.**
- b. Ordinance 2011-11, First Reading and Public Hearing amending Section (O) of Division 1, Article III, Chapter 82, Section 82-137 of the Code of Ordinances; as it relates to stopping, standing or parking of vehicles.**

6. Resolutions – none for this agenda

7. Action Items

- a. Case #20110006 Conditional Use. Applicant requests approval of Conditional Use for Operation of a Commercial Parking Lot for property located at 3815, 3855 and 3859 Gulf Boulevard as provided for in Section 14.4(j) of the Land Development Code. Applicant requests Variance to Section 23.4 to allow for unpaved parking area. Applicant requests Variance to Sections 22.3 and 22.6 to delete required landscaping.**
- b. Special Event Permit #2011-16, application of the Corey Avenue Business Association for approval of Special Event Permit and City Co-Sponsorship of “Corey Fridays” events.**

8. Items for Discussion – none for this agenda

9. City Manager, City Attorney and City Commission Reports

10. Adjournment

APPEALS

If a person decides to appeal any decision made at this hearing, they will need a record of the proceeding and, for such purpose, may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105) The City does not furnish verbatim transcripts; interested parties should make the necessary arrangements for verbatim transcripts.

Agenda Material is available for review at City Hall on the Friday preceding the meeting. In accordance with the Americans with Disabilities Act and F.S. 286.26, persons with disabilities needing special accommodation to participate in this proceeding should contact Public Services at (727) 363-9243 no later than four (4) days prior to the proceeding for assistance.

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Presentation of the City of St. Pete Beach, Florida audit for the Fiscal Year ending September 30, 2010

Date: April 12, 2011

Prepared By: Elaine Edmunds, Finance Director

Summary of Issue: The city auditor, Peter Schatzel, will present the audit for the City of St. Pete Beach for the fiscal year ending September 30, 2010. A copy of the audit is on the City website for public review.

Reviewed by
City Manager: MB

**CITY COMMISSION MEETING
MINUTES**

**March 22, 2011
6:30 pm**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

PRESENT

**Mayor Mike Finnerty
Vice Mayor Jim Parent
Commissioner Al Halpern
Commissioner Marvin Shavlan
Commissioner Beverly Garnett**

ALSO PRESENT

**Don Burkhardt
Mike Bonfield, City Manager
Mike Davis, City Attorney**

ABSENT:

Pamala Prell, Acting City Clerk

INSTALLATION MEETING

1. Jim Parent, Commissioner from District 2, was installed for a second two-year term by Colette Graston, Executive Assistant and Notary Public.
2. Beverly Garnett, Commissioner from District 4, was installed for a second two-year term by Colette Graston, Executive Assistant and Notary Public.

Mayor Finnerty asked for comments and Commissioner Parent offered his thanks to all his supporters.

Commissioner Garnett thanked all who had helped in her campaign and all her supporters.

City Commission Meeting

Mayor Finnerty then adjourned the Installation Meeting.

REGULAR MEETING

Mayor Finnerty called the Regular Meeting to order.

1. Changes to the Agenda

Commissioner Garnett asked to add an item to the Agenda regarding political signs. **It was agreed to add Item 7.I. to the Action Items Agenda.**

Commissioner Shavlan asked to add an item to the Agenda regarding Run Off Elections. **It was agreed to add item 7.J. to the Action Items Agenda.**

Mr. Bonfield moved both matters to 8. Items for Discussion.

2. Presentations

a. Introduction of Dan Graves, Fire Chief.

City Manager Mike Bonfield introduced the new Fire Chief Dan Graves and gave a brief outline of his service in Pinellas County.

The City Commission welcomed Chief Graves to St. Pete Beach.

b. National Public Works Week Proclamation "Serving You and Your Community".

Mr. Bonfield explained that Steve Hallock could not be at the Meeting due to some serious health issues with his mother.

Mayor Finnerty read the Proclamation proclaiming the week of May 15th through May 21st, 2011, as National Public Works Week.

Renee Cooper, CIP Construction Manager, accepted the Proclamation on behalf of Mr. Hallock and the Public Services Department.

Mr. Bonfield and Mayor Finnerty thanked Ms. Cooper and all public works employees for their dedication and hard work in keeping the City and Parks looking so nice.

c. Update on litigation cases

City Attorney Mike Davis stated that the Referendum that recently occurred where the voters put approval of the Comp Plan and Land Development Regulations back into the hands of the elected officials is the beginning of the turning of the tide to stem the flow of litigation in this community.

He advised that later in the meeting he will be seeking approval from the Commission to seek an Attorney General's opinion with respect to the exact process to be followed to re-confirm the Comprehensive Plan and the Land Development Regulations and put them in effect, which will automatically moot the two big cases that are pending regarding these matters. The other cases which are ancillary, but related, are the Shade Transcript cases of which there are two. He stated that he filed a motion with the Court asking to unseal those transcripts so that they can be made public. The more recent case is a similar case filed by Mr. Anderson again seeking access to transcripts contending that things were discussed that were improper. In that matter, Mr. Davis stated that he has already released those transcripts and made them public and he will seek to resolve that matter since the transcripts are now a matter of public record.

The Woods' case involving the construction of an elevated property in Pass-a-Grille has now been basically resolved because of an amendment to the Ordinance. The Woods' attorney has now informed the Court that he will be dismissing that case; however the same matter is now being raised in a case filed by the Fletchers. Mr. Davis reported that he filed a Motion to Dismiss which will be heard shortly and he will keep the Commission apprised on that case.

4. Audience Comments

Mayor Finnerty opened the Meeting to audience comments.

Deborah Edney, 181 73rd Avenue, complimented Commissioner Garnett on a great campaign. She then asked Mr. Davis about a pending bill introduced in the Senate by Dennis Jones; and questioned if it would overrule the City's Ordinance that requires gambling to be approved by 65% of the voters.

Mimi Gewanter, 265 So. Tessier Drive, asked if it was the duty of the City Clerk to check the domicile of anyone running for office in St. Pete Beach.

Michael Castleman, 632 Boca Ciega Isle, congratulated the Commissioners on their re-election and thanked them for their dedication to the City. He also thanked Mayor Finnerty for his service in the community.

Mayor Finnerty asked for additional comments. Hearing none, the Meeting was closed to audience comments.

Commissioner Garnett read a letter from a resident in Vina Del Mar to our Police Department thanking them for their high degree of service and their professionalism exhibited during an incident which took place on February 1st.

3. Consent

a. Approval of Minutes of February 10, 2011, City Commission Workshop, February 22, 2011, Regular Meeting and March 9, 2011, Special Meeting.

Mayor Finnerty pointed out an error on page 22 of the February 22, 2011 Minutes in that the motion was approved by 4-1 roll call vote, Mayor Finnerty voting no.

Vice Mayor Parent asked that item c. be pulled from the Consent Agenda regarding replacement of the bucket truck and placed at the end of Action Items.

b. Authorization for the City Manager to retain Wells, Houser & Schatzel, P.A. for Auditing Services.

d. Authorize the City Manager to enter into a purchasing agreement with Alan Jay Automotive Network in the amount of \$45,062 for the purchase of a Ford F-350 with crane for the Public Services Department.

e. Authorize the City Manager to enter into an agreement for \$23,749.60 per year with USA Services of Florida, Inc., for a two (2) year contract extension for street sweeping services.

f. Ratification of the City Manager's decision to authorize beer sales at the Kiwanis Mardi Gras celebration on March 5th and 6th at Pass-a-Grille Beach.

Mayor Finnerty asked for a motion approving the Consent Agenda with the correction on page 22 of the February 22, 2011 Minutes and also moving Item 3.c. to the Discussion Agenda.

Vice Mayor Parent made a motion to approve the Consent Agenda with the changes Mayor Finnerty made on the February 22, 2011, Minutes and removal of Item 3.c. regarding replacement of a bucket truck. The motion was seconded by Commissioner Garnett and unanimously approved.

5. Ordinances

a. Ordinance 2011-07, Final Reading and Public Hearing, amending Chapter 98 of the Code of Ordinances, Article I, regarding buildings and building regulations to require all new municipal buildings to be constructed to be "LEED" or "FGBC" certified.

Mr. Bonfield advised the Commission that this is an item being recommended by staff in order to receive the points necessary in our application to be recognized as a "Green City". This affects only municipal buildings and only new construction of municipal buildings.

Karl Holley explained that St. Pete Beach would be the first barrier island to receive the designation of a "Green City" if successful in moving this forward.

Commissioner Halpern asked what, if any, cost increase would be realized in order to meet the "LEED" and/or "FGBC" requirements. Mr. Holley replied there would be somewhere in the area of a 10% increase in the cost of new construction.

Commissioner Garnett made a motion to approve Ordinance No. 2011-07, an Ordinance of the City of St. Pete Beach, Pinellas County, Florida, providing for amendments to the Code of Ordinances; amending Chapter 98 of the Code of Ordinances, Article I, regarding buildings and building regulations; adding Section 98-5 requiring all new construction for municipally owned buildings to be "LEED" or "FGBC" certified; providing for severability; providing for the repeal of ordinances or parts of ordinances in conflict herewith, to the extent of such conflict; and providing for an effective date.

The motion was seconded by Commissioner Halpern and unanimously approved by roll call vote.

b. Ordinance 2011-10, Final Reading and Public Hearing, amending Section 38-14 of the Code of Ordinances to provide for a runoff election not later than sixty (60) days after the regular election.

Mr. Bonfield explained that this is an item that came up as a result of the Mayor's race whereby a runoff has been scheduled. Advertising requirements and the requirements of the Supervisor of Elections did not allow the City to meet the 35 days that was in our previous ordinance so the City Attorney has recommended that the Ordinance be amended to allow up to 60 days after the general election for the runoff to be held.

Mr. Davis recommended that the Commission go ahead and pass this Ordinance in order to get it in affect prior to the runoff election so that the Code is consistent with what is happening. The policy issue could be decided at a later date to decide if they want to have runoffs at all.

Mayor Finnerty asked for public comment; there was none.

Commissioner Halpern made a motion to approve Ordinance 2011-10, an Ordinance amending Section 38-14, St. Pete Beach City Code, to provide that if any runoff election is necessitated it shall be held not later than sixty (60) days after the regular election instead of thirty-five (35) days; providing findings of fact and providing an effective date; repealing conflicting ordinances to the extent of conflict with this ordinance; and providing for an effective date.

The motion was seconded by Commissioner Garnett and unanimously approved by roll call vote.

c. Ordinance 2011-09, First Reading and Public Hearing, amending Chapter 82 of the City of St. Pete Beach City Code by creating Article V entitled "Traffic Light Safety"; providing for recorded image monitoring and enforcement of red light violations consistent with general law.

Mr. Bonfield reminded the Commission a presentation was made several meetings ago concerning the installation of red light cameras in certain locations in the City. The Commission was favorable to moving forward with establishing an ordinance which would allow them to be installed.

Mr. Bonfield pointed out that assuming this is approved at the final hearing, the City will, at that Meeting, have an agreement with the provider to actually outline the method and responsibilities and how that would work.

Mr. Davis advised the Commission that he drafted the Ordinance and it's based upon the City of Sarasota's Ordinance. This is word for word what they did and it tracks the statute so he feels it is the appropriate vehicle to use.

Police Chief Romine stated that he understood some of the Commissioners had questions about some recent publications and articles on the red light camera systems throughout the State of Florida. He believes the areas that the Commissioners are concerned about dealt with Broward County, Palm Beach County and Miami-Dade County, the southeast section of Florida. There is a group down there called the "Ticket Clinic". Chief Romine went into a review of how the system works and results from Kenneth City and So. Pasadena reported thus far.

Chief Romine explained there is a very significant engineering formula that is used to determine how long those lights are.

Commissioner Halpern brought up the fact, from the previous presentation, that the sensitivity could be adjusted. Chief Romine stated that the program can be set so that their sensitivity to the citation is whatever they want it to be.

To clarify, Vice Mayor Parent asked if an automobile can legally enter the intersection on yellow and exit on red. Chief Romine confirmed that is correct.

Commissioner Shavlan asked if, down the road, they decide they don't want the cameras, is there a way out without any further cost. Chief Romine would defer that to the City Attorney, but feels there is an "exit clause" in the contract. The representative stated there is a 30-day cancellation clause in their contract, no questions asked. No additional cost, only outstanding violations that were issued.

Mayor Finnerty asked for audience comments.

A resident asked what the City will receive on this.

The fine is \$158 per violation. \$83 goes to the State and \$75 comes back to the City. After that, \$4,750 per camera, per month, goes to the supplier. After that everything of that \$75 goes to the City.

Jack Freed, 3820 Gulf Boulevard, asked about the timing on the yellow lights. He understands that there must be a difference of the yellow lights depending on each intersection. Chief Romine understands that to be correct from the engineers.

Commissioner Shavlan made a motion to approve Ordinance 2011-09, an Ordinance of the City of St. Pete Beach, Florida, amending Chapter 82 of the City of St. Pete Beach City Code by creating Article V entitled "Traffic Light Safety"; providing for recorded image monitoring and enforcement of red light violations consistent with general law; providing for the severability of parts hereof; providing for reading by title only; and providing an effective date.

The motion was seconded by Commissioner Garnett and approved by unanimous roll call vote.

6. Resolutions

- a. Resolution No. 2011-08, Accepting March 8, 2011, Election Results

Vice Mayor Parent made a motion to adopt Resolution 2011-08, a Resolution of the City of St. Pete Beach, Pinellas County, Florida, providing for the acceptance of the votes cast in the General Election held March 8, 2011.

The motion was seconded by Commissioner Halpern and approved by unanimous roll call vote.

- b. Resolution No. 2011-09, Declaring as surplus three (3) City vehicles.

Commissioner Halpern made a motion to adopt Resolution 2011-09, a Resolution of the City of St. Pete Beach, Pinellas County, Florida, declaring as surplus three (3) City vehicles.

The motion was seconded by Vice Mayor Parent and approved by unanimous vote.

7. Action Items

a. Case #20110006 Conditional Use. Applicant requests approval of Conditional Use for Operation of a Commercial Parking Lot for property located at 3855 Gulf Boulevard as provided for in Section 14.4(j) of the Land Development Code. Applicant requests Variance to Section 23.4 to allow for unpaved parking area. Applicant requests Variance to Sections 22.3 and 22.6 to delete required landscaping.

Mr. Bonfield read the Case, announced Karl Holley would present the case, and reminded the Commission that this is a Quasi Judicial Hearing.

Mr. Davis asked if any of the Commissioners had any ex parte communications, either by telephone, in person, by email, or whatever, with the applicant, and if so, to please disclose that now.

Vice Mayor Parent admitted that read a lot of emails on the City's email system about this.

Commissioner Garnett advised that she had received a couple of phone calls in favor of it; Mike Cohen & Deborah Martohue.

Commissioner Shavlan declared that he bumped into Chad (Nelson) who told him he was putting this forward. He also met with Mr. Martynow of the Palm Crest Motel and Roman from the Long Key Beach Resort adjacent to the property who expressed their concerns about problems they have with people trespassing on their property.

Mayor Finnerty revealed that he had a couple phone calls and read a lot of emails.

Mr. Davis asked if there was anyone (in the audience) who would be potentially affected by this application more so than the general public who wishes to be afforded the status of a substantially affected party, to identify themselves at this point.

Robert Jones, attorney for the Martynow family. They are the owners of the hotels across the street.

Karl Holley addressed the Commission and advised that in addition to the conditional use request they are also requesting a variance to the Land

Development Code that waives specific requirements related to improvements of parking surfaces and landscaping requirements.

Mr. Holley addressed a letter dated March 15, 2011, from Mr. Robert Jones, addressed to him regarding the position of his clients on this matter.

Mr. Holley reviewed a recently adopted different analysis and review format for conditional uses and variances that came before the Board.

Mayor Finnerty called a 10 minute recess.

After a 10 minute recess, Mayor Finnerty called the Meeting back to order.

Commissioner Shavlan stated that he talked to Joanne Melodayo and Robert from the Plaza Beach during the recess about this matter.

Vice Mayor Parent also admitted that he talked to several people during the recess regarding this matter.

Commissioner Garnett stated that she talked to some of the audience members during the recess.

Mr. Holley continued his representation. Upon completion, Mayor Finnerty called upon the applicant, Beth Morean, 3618 El Centro Street, to address the Commission. She proceeded to read a letter that was previously provided to the Commissioners that explained why she wants the variance and a brief history of what has been going on in the area of the property of interest.

Mr. Robert Jones, attorney for the Jack & Mary Martynow, owners of the Palm Crest Resort, and also the owners of the Long Key Beach Resort addressed the Commission. He referred to a letter which the Commissioners had in hand during his presentation. He disclosed that his clients and their guests are frightened and harassed by the people using the property which is the topic of this application and are not in favor of granting a variance or conditional use to the applicant. His clients feel their properties are going to be adversely affected if this conditional use is approved.

Mayor Finnerty then opened the Meeting for public comment

The operator of the Free Beach Ride spoke in favor of the applicant.

Robert Czyszczonek, 4506 Gulf Boulevard, owner of the Plaza Resort spoke in favor of the applicant, but with various improvements to the property as it is an eyesore in its present condition. He read comments from Rick of the Sand Cove, who is out of town and couldn't make this meeting. His comment was that he is completely opposed to the parking lot.

George Sallis, Manager of the "Undertow" spoke in favor of the parking lot.

Jack Freed, 3820 Gulf Boulevard, spoke against the variance.

George Moore, 406 41st Avenue, stated that he owned a parking lot for years and it has to be policed and have lights. He is in favor of the variance with improvements, lighting is very important. St. Pete Beach needs parking.

Mayor Finnerty then closed the Meeting to public comments.

Mr. Davis advised that each of the two main parties may have up to five (5) minutes for cross-examination starting with the applicant. Questions must be stated to the Mayor and the Mayor will in turn pose the questions to the appropriate party.

The applicant, Beth Morean, addressed the Commission but did not ask any questions.

Mr. Davis advised her that since she didn't ask any questions, she is entitled to make a closing statement and could this be considered her closing statement. She was fine with his suggestion and affirmed that this was her closing statement.

Robert Jones, attorney for the opponents, made his closing statement. He finds it surprising that they are at this stage of discussing this proposed change in use without any plan or specification for what is to be done. He asked the City to consider strongly their objection. He had no cross-examination of the applicant.

Chad Nelson, 309 39th Avenue, agent for the applicant, addressed the Commission and stated that they don't want to make this a permanent parking lot; they only want to use it for spring break, weekends during the summer, and holiday special events. Eventually they want to build a big, beautiful hotel on that property but in the meantime, they would like to utilize this property on a temporary basis as a parking lot.

Mr. Davis asked if the opponent had anything additional to say. Mr. Jones declined.

Commissioner Halpern stated that this may be a temporary solution to a long term problem and that we need parking on the beach. He advised that he would rather re-zone the property as a parking lot, make improvements, meet the Code for a parking lot, and then the property could be re-assessed at that point for a different value and maybe the City would see a higher tax base for it. He stated that he is afraid to open the door for the entire City.

Mr. Bonfield advised the Commission that they could approve the conditional use but not approve variances; which would require them to meet the Code for landscaping, lighting, and paid parking. He stated that there was not a need for a zoning change because this would be allowed under the current zoning as a conditional use.

Vice Mayor Parent asked how this lot works. The applicant responded by saying she has four (4) attendants at the parking lot, one collects the money (\$10.00). Attendants are at the lot after sunset and if there are cars left, the lot is locked up and in the morning the lot is then opened. The other three (3) attendants out in the parking lot use walkie-talkies. They know exactly how many cars they can have in there and where they have to park. It's very orderly; they have never had any fights or anyone drunk giving them a "hard time".

Commissioner Halpern asked the applicant how many cars they can get in the lot. Ms. Morean replied about 250 cars.

Mayor Finnerty asked the applicant to be clearer about when the lot will be used for parking. He was advised the lot is typically opened on Saturday morning about 10:00 am and closed at sunset and the same times apply on Sunday. The only time they have been open on Friday is for special events. They would like to be open every weekend from the 1st of March when Spring Break starts to at least Labor Day.

Mayor Finnerty asked if there is any willingness to put any landscaping in. She responded that she doesn't want to sink any more money into this if she doesn't have to. If that's going to be a condition of granting her request, then that's what she will do. She would like to be able to use it as a temporary parking lot the way it is until such time as she can build something really beautiful there.

Vice Mayor Parent asked Chief Romine if he sees any impact on the Police Department regarding this parking lot. Chief Romine replied that there are parking lots all over the place that do not require police presence if they are

properly set up and properly maintained and if the personnel there are trained and know what they are doing.

Vice Mayor Parent stated that he felt with some “softening”, some landscaping, this would not be a bad thing on a temporary basis.

The applicant is not averse to putting up PVC-type fence across the front. Mr. Bonfield advised that he will check with the Building and Fire Departments regarding fence requirements by docks.

Commissioner Shavlan agreed that landscaping would be very costly. Since this is a temporary situation, he felt they should try to figure something out to accommodate the applicant. He pointed out that his biggest concern is a safety issue and they may not get the new crosswalk until the end of the year. He advised that he would like to have a schedule from the applicant reciting exactly what weekends or what days she wants to be open, what the hours would be, and a rough drawing of the parking plan she has in place. He also suggested that the applicant put up signs saying there is no beach access across the street and where the access is, stating no coolers allowed, etc. He stated that he felt the City should work with the applicant and acknowledged that there is a need for parking on the beach. He stated that he would like the Commission to consider this and to ask the applicant to work with staff regarding the details of hours, layout, fencing, etc and bring the issue back for consideration.

Commissioner Garnett agreed that the Commission should work with the owners to get this done and also agreed that it is currently an eyesore. She stated that she would like to look at this again in the fall.

Mayor Finnerty stated he felt they have made great progress, there has been a lot of good discussion and hopefully it can be worked out. He felt they may need to hold a workshop and get more detail such as the hours, how it will be controlled, how it will impact the hotels and their concerns and if there is any way they can take the fence down and put some landscaping in to make it more presentable.

Mr. Bonfield explained that the City has a provision under the Code for temporary use permits that authorize him to issue temporary use permits. From his standpoint, they can continue to use this lot for holidays and special events. If they want to use it on a more permanent basis they need to come forward, which is what they are doing. If the Commission doesn't feel it's in the City's best interest to use the temporary provision he will stop that all together. He advised that holidays and special events require these temporary lots.

Vice Mayor Parent proposed that they resolve this at their next meeting and until then, issue them a temporary permit which would give the Commission time to observe the activity on the lot.

Mr. Davis advised they can make a motion to continue this until the next Meeting and to assure that Mr. Bonfield is given enough direction on what the Commission is asking for.

Mr. Bonfield stated that as long as the Commission is comfortable with him issuing a Temporary Use Permit, until the next Meeting, he will proceed to do that.

Mr. Davis suggested they move to defer this issue until the next Meeting, thereby avoiding additional advertising.

Vice Mayor Parent made a motion to continue Conditional Use Case #20110006 until the next regular Meeting, April 12, 2011. The motion was seconded by Commissioner Shavlan and unanimously approved by roll call vote.

Mr. Bonfield announced that this is the only notification of the hearing date of April 12, 2011, at 6:30 pm. No other notices will be sent out.

b. Appointment to the General Employees' Pension Board of Trustees.

Mr. Bonfield advised that one of the City's appointees' term is up in March of this year, that is Mr. William Schroeder, and he has expressed an interest in being reappointed. He advised that they also received a letter of interest from Richard Brogan who offered to serve on any of the three Pension Boards.

Commissioner Halpern felt that Mr. Brogan is a likely candidate for any of the Pension Boards and he is qualified to do it.

Mayor Finnerty recommended that they keep the three residents that are currently on the Board.

Commissioner Garnett made a motion to approve the three current members of each Pension Board, i.e. Mr. Schroeder, Mr. Terry and Mr.

Rogers, to remain on their respective Boards and to retain Mr. Brogan's offer to serve when a future opening arises. Vice Mayor Parent seconded the motion.

Mayor Finnerty asked for audience comments; hearing none, the motion was unanimously approved.

e. Authorize the City Manager to enter into a purchasing agreement in the amount of \$24,713.00 with Smith Fencing for new tennis court fencing, concrete block backboard and dog park fencing at Vina Del Mar Park.

Mr. Bonfield explained that this is a budgeted project and originally they were just considering fencing and the wall and then they received a request from the Vina Del Mar Association to consider a dog park. As part of this, they agreed to include it in the bid to see what kind of pricing they received. He reported that based on the bid that was received they are able to include all three items and still be within budget. He advised that Renee Cooper is present and she will put show an aerial of the Park to give an idea of what they are talking about in terms of improvements.

Renee proceeded to give a brief explanation of the proposed improvements outlined by Mr. Bonfield.

Mayor Finnerty asked what the residents think about these improvements. Mr. Bonfield advised that it has all been discussed by the Vina Board and they were unanimously in favor of the improvements.

Commissioner Garnett stated that there are a number of residents in Pass-a-Grille that would use the Dog Park.

Mayor Finnerty asked if they had looked at any grants for the Dog Park. Mr. Bonfield said the fencing for the Dog Park is roughly \$5,000.

Commissioner Garnett stated that she felt that is was great, the residents want it and she feels the Commission should approve it. She reported that she has not heard anything negative comments, only positive.

Commissioner Halpern asked if they were replacing the existing fence. Renee Cooper replied "yes" with a heavier gauge and galvanized fence.

Mayor Finnerty agreed with Commissioner Garnett and stated that he felt it was a great idea and an improvement.

Commissioner Garnett made a motion to authorize the City Manager to enter into a purchase agreement in the amount of \$24,713. with Smith Fencing for new tennis court fencing, concrete block back and dog park fencing at Vina Del Mar. Commissioner Halpern seconded the motion.

Mr. Bonfield asked Mayor Finnerty if he wanted to take any public comment as Mr. Heiges was present to represent the Vina Del Mar Board.

Mr. Lynn Heiges thanked the Commission for the support they have given to the Vina Del Mar Association over the years. He stated that they will be the first neighborhood on the island to have a Dog Park.

The motion was approved by unanimous roll call vote.

f. Authorization to seek an Attorney General opinion on the proper method to approve the 2008 Community Redevelopment District Comprehensive Plan Amendment and Land Development Regulations following of referendum changing the City Charter Sections 3.15, 3.17 and 3.18.

Mr. Bonfield explained that this is a request from the City Attorney and he asked Mr. Davis to address the Commission.

Mr. Davis set forth the reasons for his request. He explained that this is an effort to try to reduce the Commission's possible legal expenses because the Commission needs to consider re-adopting or ratifying the Land Development Regulations and the Comprehensive Plan approved by referendum in 2008 which no longer are required to be approved by referendum. He stated that he feels that it is appropriate to ask the Attorney General what the appropriate course of action is.

Specifically, Mr. Davis proposed three questions. The first question is whether an ordinance found to be enacted in violation of the City's Charter provisions may be ratified by the City following amendment of the City Charter to remove the provisions which were initially violated?

The second question is if the answer to question one is "no", may the City Commission re-adopt an ordinance adopting a Comprehensive Plan Amendment which has previously been found to be in compliance pursuant to Section 163.3184 which ordinance was declared invalid under a now defunct Charter provision without triggering the notice and review procedures of the Growth Management Act?

And if the answer to number two is “yes”, whether an ordinance adopting a Comp Plan Amendment which has been previously found in compliance pursuant to Section 163.3184 may be noticed and advertised pursuant to Section 166.0413(a) or whether it has to be advertised pursuant to the notice provision of Section 166.0413(c) Florida Statutes.

The third question is what type of public notice is required? Do we just use the normal ordinance provision for this type of ordinance adoption or do we have to go through the whole elaborate process laid out in the Growth Management Act?

Mr. Davis stated that he has talked to the Attorney General’s office and he believes the probability is that you can get an answer within thirty (30) days and he will certainly see, if approved, that everything is done to expedite it.

Commissioner Garnett asked when they get an answer on this; does it set them up for another round of lawsuits? Mr. Davis replied that he thinks this will help the City.

Mayor Finnerty agreed that this is a cautious way to proceed and pointed out that it will not cost the City anything.

Commissioner Shavlan made a motion to authorize the City Attorney to seek an Attorney General opinion on the proper method to approve the 2008 Community Redevelopment District Comprehensive Plan Amendment and Land Development Regulations following repeal of City Charter Section 3.15, 3.17 and 3.18. Commissioner Garnett seconded the motion.

Mayor Finnerty called for audience comments; hearing none, the motion was unanimously approved by roll call vote.

g. Pinellas Safe Harbor Donation.

Mr. Bonfield explained that last year the County and the Sheriff’s Office in several of the larger cities and some non-profit groups worked together to establish what is called the “Safe Harbor Homeless Shelter” on 49th Street north of the Court House and jail. This is something that is relatively new and somewhat on the cutting edge in dealing with the homeless situation. He believes it is something that is being watched around the Country. The County and the City of St. Petersburg have been encouraging local communities to contribute to help underwrite the Safe Harbor Operation. This is something that benefits St. Pete Beach; the police department does use it. They only take people that volunteer to go; they can’t force someone to go but in dealing with the homeless individual this is something they can offer to them and if they are in

agreement, the City can arrange for transportation to get them relocated at the facility. Mr. Bonfield encouraged the Commission to make the commitment; this would be an annual contribution.

Commissioner Garnett spoke in favor of the cause. She suggested a donation of \$5,000.

Commissioner Halpern asked the City Manager for a number. Mr. Bonfield replied that \$5,000 is generous compared to what other communities have done for a community of our size.

Vice Mayor Parent pointed out the population of the various contributing communities. He suggested \$5,000.

Commissioner Shavlan suggested \$2,500.

Mayor Finnerty suggested \$50,000. He feels this would be a way to let the other communities know that St. Pete Beach cares about this kind of issues. It would be a clear statement that the people in St. Pete Beach really care about what is going on and they shouldn't be that conservative with this.

Vice Mayor Parent stated he is in favor of \$5,000.

Mayor Finnerty made a motion to put \$10,000 towards funding the Pinellas Safe Harbor project. Commissioner Halpern seconded the motion.

Mayor Finnerty asked for comments. Commissioner Shavlan was not in agreement with a \$10,000 donation.

Mr. Bonfield proceeded with the roll call vote. By a 4-1 vote, the motion was "defeated".

Commissioner Garnett made a motion to authorize the City Manager to provide \$5,000 for the operation and maintenance of Pinellas Safe Harbor Homeless Shelter. Vice Mayor Parent seconded the motion. The motion was unanimously approved by roll call vote.

h. Alcalde & Fay – Agreement for Lobbyist Services

Mr. Bonfield reminded the Commission that in the current budget, they included six months of funding (through March) for lobbying services. He pointed out that Alcalde only does strictly federal lobbying. It was agreed that they would revisit this to decide if they wanted to provide some additional funding to extend

the time beyond March of 2011 or if they wanted to notify them of their intent to cancel the agreement.

Vice Mayor Parent asked Mr. Bonfield if this would be the end of the three year "trial period". Mr. Bonfield replied yes.

Vice Mayor Parent advised the Commission that he had written to Alcalde & Fay and asked for a brief synopsis of what they had done for the City in the last three years. He then went over his questions and their answers. He concluded that he doesn't feel he can ascribe anything that the City has gained to anything they have done directly. He felt it was a good experiment.

Commissioner Garnett feels this is something they can always revisit if they decide at a later date that it would benefit us to have a lobbyist in Washington.

Commissioner Halpern stated that they have Jones, Young and Frisch and he thinks in today's climate, they should call upon them and do their own lobbying.

Mayor Finnerty thinks the lobbyists were very effective and he knows that if the climate in Washington hadn't changed the way it did, they could have gotten a lot more but they didn't. He personally believes they took a leap of faith and it's worked out and may continue to work out.

Vice Mayor Parent thinks there is an opportunity to do a lot more with the Florida League of Cities as they do lobbying too. And they designate delegates to talk to other representatives and the Florida Legislature. He feels this is a good opportunity for St. Pete Beach, as a smaller city. This may not be the best route to go for grants but the trick is to find a lot of grants.

Commissioner Halpern feels they were hired to lobby, not write grants. He asked if there are companies out there that write grants and if there are, what are their fees.

Vice Mayor Parent stated that his is really conflicted on this and that he understands it takes a while to build up relationships.

Commissioner Garnett wants to terminate the relationship at this point and later on, if the political climate changes or if we have some ready projects, that they feel they can work on and have a better chance of getting money, they can do that. She stated that just because we terminate them today doesn't mean we can't revisit the issue in a year or so.

*City Commission Meeting
March 22, 2011
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Mayor Finnerty stated that he thinks if we sever this relationship now and then go to hire another lobbyist, he doesn't think we can hire them again.

Commissioner Halpern made a motion to authorize the City Manager to terminate the agreement with Alcalde & Fay for lobbyist services. The motion was seconded by Commissioner Garnett.

Mayor Finnerty then asked for audience comments.

A resident of 2940 Alden Drive, stated that he has written grants in the past and he felt the City needs to have somebody that knows people inside the government to get things done. He felt that the chances of getting grants without professional help are pretty low.

The motion was approved by a 4-1 roll call vote. Mayor Finnerty voted no.

i. (from 4.c.) Authorize the City Manager to enter into a purchasing agreement with Altec Industries for the purchase of an F-550 Altec bucket truck in the amount of \$87,460 for the Public Services Department.

Vice Mayor Parent pointed out that in the second to last paragraph it says "the Finance Department is confident we can find the money in the budget to pay for it in full and noted we have approximately \$390,000 more revenue budgeted than expenditures this year so it could come out of fund balance if needed."

Vice Mayor Parent stated that he was concerned that if that's the reserve money that was discussed and approved, the taxes could have been lowered. He felt that the responsible thing to do was to add to our reserves. He stated that he felt it was a bold step and they tried not to have an impact to the residents because they didn't go past the roll-back rate, so the dollar taxes stayed the same.

Commissioner Garnett agreed; that was her concern as well.

Mr. Bonfield agreed and suggested they just put a period after the word "full".

Vice Mayor Parent reiterated that the Finance Department is confident that they can find the money in the budget to pay for it in full, thanks to the Public Works Department for being under budget all the time.

Commissioner Shavlan remarked that it appears they can do tree trimming with this truck and asked if it was big enough to trim the Washingtonians. Mr. Bonfield responded no. He then asked how much more it would cost to get a truck large enough to do this because it costs the City \$25,000 to trim the trees.

Mr. Bonfield stated that he didn't know what such a truck would cost. Renee Cooper informed the Commission that once they get above the F-550, things just dramatically increase in price.

Vice Mayor Parent made a motion to authorize the City Manager to enter into a purchase agreement with Altec Industries for the purchase of an F-550 Altec bucket truck in the amount of \$87,460. for the Public Services Department. The motion was seconded by Commissioner Garnett and unanimously approved.

8. Items for Discussion

a. Commissioner Garnett brought up the topic of political signs. During the recent election there were signs placed in areas that were not permitted. She feels the Commission should take a more proactive role in this issue. She reported that when residents complain and the Police have to go out on the weekends to remove the illegal signs. She suggested that perhaps signs could be erected to warn people the campaign will be fined if they put signs where they don't belong. She believes it's up to the candidate to make sure that signs are placed in the right places.

Commissioner Halpern remarked that someone may pick up a sign and put it in the wrong place just so the candidate would be fined.

Vice Mayor Parent feels they made a mistake when they changed the sign code. He believes that less than 10% of the signs that were out were legal. Before looking at fines he thinks they should understand what it is they are asking them to do.

Mr. Bonfield stated that if it is a blatant violation, that the Code Enforcement Officer is pretty aggressive with it.

Commissioner Garnett disagreed. She stated that her opponent in the recent election was guilty of clear violations and nothing was done. She felt that there needs to be some sort of action taken to resolve this matter.

Vice Mayor Parent suggested the City hire someone part time during the election period to take the load off staff and the police officers.

Mr. Bonfield advised that he will talk to staff and see if there anything they can do regarding the regulations.

c. Run-Off Elections.

Commissioner Shavlan advised the Commission that he asked the Acting City Clerk Pamala Prell do some research for him to see how many people have run-off Elections; and it appears that it is only St. Pete Beach and Madeira Beach. He pointed out that Indian Rocks Beach and Seminole have a run-off election if there is a tie vote but other than that, the other twenty municipalities don't have any provision and Treasure Island just eliminated theirs. He pointed out that the cost to hold a run-off election is approximately \$15,000. He felt eliminating the runoff was worth considering.

Mayor Finnerty thinks it should be changed but believes it should be at least fifty (50%) percent for whomever wins whatever position. There are other ways to do it; he referred to an article relating to an election in San Francisco who used a "re-count system".

Commissioner Halpern observed that they would have to have run-offs if they require better than 50%.

Mr. Davis advised the Commission that they can specify how they want to do it on a local level; he doesn't think the State would mandate that. Right now they have a run-off because that's what the Ordinance says not their Charter. They can change the Ordinance. For example, they could say someone has to get forty (40%) percent of the vote and if it's less than 40%, then they have a run-off.

Vice Mayor Parent stated that he would be in favor of plurality; whoever gets the most votes and not try to justify some specific percentage.

Mr. Bonfield said this was the first time this has happened in nine years.

Mayor Finnerty thinks this is something they can re-visit and change it in the future; and it's a way to save \$15,000.

c. Commissioner Halpern asked for an update on the Homer Still Park memorial. He advised that there has been some confusion regarding the sign; he pointed out that the City staff moved a bench that was at Upham Beach (with his name on it) and put it in the Park. He stated that he and Mr. Still's family thought the City was going to put a sign in the park that reads "Homer Still Park". He asked for clarification.

*City Commission Meeting
March 22, 2011
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The Commission agreed that they would get a sign; Mr. Bonfield asked if they wanted it to say "Homer Still Veteran's Park"? Commissioner Halpern stated that he would discuss the matter later with Mr. Bonfield.

9. Reports

City Manager Bonfield submitted his report. The Corey Avenue Merchants Association asked about having an event on the second and fourth Friday of the month which would require street closure, generally between Blind Pass Road and Gulf Boulevard. He pointed out that the request will come to the Commission on the 12th of April, but they would like to hold the first event on April 8th to try to catch the end of the tourist season. He stated that the approval on the 12th would ratify what had already occurred on the prior Friday night.

Renee Roose, President of Corey Merchants Association, thanked the Commission for supporting Corey Avenue and their endeavors in trying to raise awareness for the downtown district. She went on to say they will bring in vendors, some food people, to bring more of a "festival celebration" to the street. They are going to call it either "Corey's Sunset Celebration" or "Sunset Celebration on Corey".

Commissioner Garnett submitted her report.

Commissioner Shavlan submitted his report.

Vice Mayor Parent submitted his report.

Mayor Finnerty submitted his report.

10. Adjournment

There being no further business to come before the Commission, the Meeting was adjourned at 11:30 pm.

Pamala Prell, Acting City Clerk

Mike Finnerty, Mayor

Minutes Approved on:

St. Pete Beach City Commission
Agenda Report

Issue Considered: Authorize the City Manager to hang banners over 75th Avenue at Boca Ciega Drive and over the Pinellas Bayway at Granada Avenue for the October "Concert in the Park" Series.

Date: April 12, 2011

Prepared By: Connie Kest, Administrative Service Assistant

Thru: Steven J. Hallock, Public Services Director

Summary of Issue: The Public Services Recreation Division and Friends of St Pete Beach are requesting permission to have banners erected over 75th Avenue and the Pinellas Bayway announcing the October "Concert in the Park" Series. The City Commission must approve this request prior to receiving permission from FDOT to erect the banners. If approved, the banners will be installed on September 15, 2011 and removed October 31, 2011. The City fees to install the banners are being waived since this is a City sponsored event.

Requested Motion: "I move authorize the City Manager to hang banners over 75th Avenue at Boca Ciega Drive and over the Pinellas Bayway at Granada Avenue for the October 'Concert in the Park' Series."

Attachments: Application

Reviewed by
City Manager: MB

**APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS
RIGHT OF WAY****FOR FDOT USE ONLY**

Permit No.:

APPLICANT INFORMATIONName of Applicant/Organization: City of SPB - Recreation + Friends of SPBAddress: 155 Corey Ave SPB FL 33706Telephone #: 363 9245 Fax #: 363 9246 E-Mail: recreation@stpetebeach.orgContact person (This person will serve as the contact person for all questions concerning the banner application and placement): Sharon Smith

Address (if different from above):

Telephone #:

Fax #:

E-Mail:

Date of Request: 3/24/2011**LOCATION AND DISPLAY PERIOD**This is a request to place ☐ pole banners ☒ street banners ☐ on the right of way of:Highway name & number: 75th AVENUE AND BOCA CIEGA DR. (SR 693)From (south or west limits): 0.096

To (north or east limits):

Highway name & number: PINELLAS BAYWAY AND GRANADA (SR 682)From (south or west limits): 0.875

To (north or east limits):

Highway name & number:

From (south or west limits):

To (north or east limits):

Highway name & number:

From (south or west limits):

To (north or east limits):

Projected installation date: Thursday, Sept 15th 2011Banners will be removed on or before (if applicable): Monday, Oct 31, 2011

Signature of Applicant

or Contact Person: Sharon Smith

Date:

3/24/2011**LOCAL GOVERNMENTAL ENTITY APPROVAL**Name of Local Governmental Entity: CITY OF ST PETE BEACHName of signing official (please print): MICHAEL P BONFIELDTelephone #: 363-9231 Fax #: 363-9249 E-Mail:

Signature of local official:

Date:

CONDITIONS AND STIPULATIONS AGREED TO BY THE APPLICANT

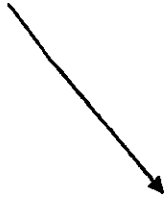
1. Pole banners must be at least 14 ½ feet above the pavement elevation. Street banners must be a minimum of eighteen (18) feet above the pavement elevation.
2. Pole banners will clear the face of the curb (if present) by at least two (2) feet.
3. The applicant (or applicant's designee) will maintain the banners as permitted.
4. The installation of the banners will not require the installation of poles or other support devices on the right of way.
5. The applicant and sponsoring organization will hold the Florida Department of Transportation harmless to the extent allowed by the laws of Florida in all matters concerning the banners and bear all expenses for defense of claims against the Florida Department of Transportation.
6. The applicant is responsible for any damages to public property resulting from the materials or the work of this permit.
7. A sketch of the proposed banners is attached.
8. View of traffic control devices is not impeded to those served by the erection of these permitted banners.

Signature of District Permits

Engineer (or designee):

Date:

In the block space below, please sketch the lettering/what the banner will say.



OCTOBER FRIDAY NIGHTS CONCERT IN THE PARK SERIES 6 PM HORAN PARK SPB Community Center & Friends of SPB

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS
RIGHT OF WAY**

APPLICATION FOR BANNER

AGREEMENT: By signing the reverse of this form, each applicant agrees to the provisions of Section 14-43.001(5)(d), Florida Administrative Code:

1. To the extent provided by law, the Applicant shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Applicant(s), its agents or employees arising from activities under this permit.

2. When the Department receives a notice of claim for damages that may have been caused by the Applicant in the performance of activities that arise under this permit, the Department will forward the claim to the Applicant. The Applicant and the Department will evaluate the claim and report their findings to each other within 14 working days and will discuss options in defending the claim. The Applicant shall bear all expenses for defense of claims against the Department.

REQUIRED ATTACHMENTS:

- A sketch or drawing of the banner(s), drawn to scale, including any message, logo, or emblem that will appear on the banner.
- A sketch of the specific location(s) of the banner(s), including height, location of supports, proximity to utility poles.
- Sketches, photographs, or specific descriptions of the method used to affix the banner to the support structure.
- Load rating analysis (or photocopy of previously-submitted analysis) bearing the seal of a professional engineer.

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Authorization for the City Manager to enter into a 60 month lease agreement with Skyway Technology Group for the acquisition of a Toshiba copier systems to replace existing, end of lease unit at Public Services totaling \$176.11 per month and \$10,566.60 over the life of the lease. Pricing for this agreement is quoted from a competitively solicited Florida State Contract # 600-340-06-01.

Date: April 12, 2011

Prepared By: Donald Burkhardt – Information Technology Director

Summary of Issue: This is a request to authorization the City Manager to enter into a 60 month lease agreement with Skyway Technology Group for the acquisition of a Toshiba copier systems to replace existing, end of lease unit at Public Services totaling \$176.11 per month and \$10,566.60 over the life of the lease. Pricing for this agreement is quoted from a competitively solicited Florida State Contract # 600-340-06-01. Existing copier's lease will end in the beginning of June, 2011.

Requested Motion: "I move to authorize the City Manager to enter into a 60 month lease agreement with Skyway Technology Group for the acquisition of a Toshiba copier system to replace existing, end of lease unit at Public Services totaling \$176.11 per month and \$10,566.60 over the life of the lease."

Attachment: Skyway Technology Group Lease Agreement

FMV LEASE AGREEMENT

TOSHIBA

FINANCIAL SERVICES

DEALER NAME: **Skyway Technology Group, Inc**DEALER CONTACT: **Jennifer Johnson**STREET ADDRESS: **5014 Tampa West Blvd** CITY: **Tampa** STATE: **FL** ZIP CODE: **33634**PHONE: (**813**) **249-0101** FAX: (**813**) **249-0223** WEBSITE: **www.stg.biz**

This document is written in "Plain English." The words **Lessee, you,** and **your** refer to the customer. The words **Lessor, we, us,** and **our** refer to Toshiba Financial Services. Every attempt has been made to eliminate confusing language to create a simple, easy-to-read document.

APPLICATION NUMBER
1457756

AGREEMENT NUMBER

CUSTOMER CONTACT INFORMATION

Legal Company Name: City of St Pete Beach	Fed. Tax ID #:		
Contact Person:	Bill-To Phone: 727-363-9272	Bill-To Fax:	
Billing Address: 155 Corey Ave	City: St Pete Beach	State: FL	Zip: 33706
Equipment Location (if different than above): 7581 Boca Ceiga Dr	City: St Pete Beach	State: FL	Zip: 33706

DEALER INFORMATION

Dealer Contact Name: Jennifer Johnson	Branch Location:
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ITEM DESCRIPTION	MODEL NO.	SERIAL NO.
Toshiba estudio2830c with MR3018, KD1024, MJ1031& KN4520	estudio2830c	

☐ See attached form (Schedule "A") for Additional Equipment

LEASE TERM & PAYMENT SCHEDULE

Number of Payments: 60	of \$ 176.11	(plus applicable taxes)	Lease payment period is monthly unless otherwise indicated. End-of-Lease Options: You will have the following options at the end of your original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing. 1. Purchase the Equipment at Fair Market Value 2. Renew the Lease 3. Return Equipment
Security Deposit: \$	☐ Received		
Documentation Fee: \$75.00 (included in First Invoice)			

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.

LESSOR ACCEPTANCE

Toshiba Financial Services	Signature: X	Title:	Date:
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CUSTOMER ACCEPTANCE

Name:	Signature: X	Title:	Date:
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PERSONAL GUARANTY

To induce us to enter into this Lease, the undersigned jointly and severally unconditionally guarantees to us the prompt payment when due of all lessee's obligations to us under the Lease. We will not be required to proceed against the lessee or the Equipment or enforce any other remedy before proceeding against the undersigned. The undersigned agrees to pay all reasonable attorney's fees and other expenses incurred by us by reason of default by lessee or the undersigned. The undersigned waives notice of acceptance hereof and of all other notices or demands of any kind to which the undersigned may be entitled. The undersigned consents to any extensions or modification granted to us and the release and/or compromise of any obligations of lessee or any other obligors and guarantors without in any way releasing the undersigned from his or her obligations hereunder. The obligations of the undersigned shall continue even if the lessee becomes insolvent or bankrupt or is discharged from bankruptcy, and the undersigned agrees not to seek to be repaid by lessee in the event the undersigned must pay us. This is a continuing Guaranty and shall not be discharged or affected by death of the undersigned, shall bind the heirs, administrators, representatives, successors and assigns of undersigned, and may be enforced by or for the benefit of any assignee or successor of us. The undersigned and we waive insofar as permitted by law any trial by jury for any action between the parties.

Print Name of 1st Guarantor:	Signature: X	Date:
Print Name of 2nd Guarantor:	Signature: X	Date:

ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been furnished and that delivery and installation have been fully completed and are satisfactory. Further, all conditions and terms of this Agreement have been reviewed and acknowledged. Upon your signing below, your promises here will be irrevocable and unconditional in all respects.

Name:	Signature: X	Title:	Date:
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TERMS AND CONDITIONS

1. **Lease Agreement:** You agree to lease from us the equipment described under "ITEM DESCRIPTION" and on any attached Schedule (hereinafter, with all replacement parts, repairs, additions and accessories, referred to as the "Equipment") and as modified by Supplements to this Lease from time to time signed by you and us. You authorize us to insert or correct missing information on this Lease, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each lease payment by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this lease. We will send you copies of any changes.
2. **Title to Equipment:** We own the Equipment and you have the right to use it under the terms of this Lease.
3. **Lease Commencement:** This Lease will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under this Lease will become absolute and unconditional, and are not subject to cancellation, reduction or setoff for any reason whatsoever. All payments will be made to us in accordance with the applicable Schedule at our address or at such other place as we may designate in writing. Interim rent shall be in an amount equal to 1/30th of the monthly rental, multiplied by the number of days between rent commencement date and the first payment due date. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law) as reasonable collection costs.
4. **Security Deposit:** The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully completed with and provided you have not ever been in default of this Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.
5. **WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT AND DEALER BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU LEASE THE EQUIPMENT "AS IS." NO REPRESENTATION OR WARRANTY OF THE DEALER WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY BREACH THEREOF RELIEVE YOU OF ANY OF YOUR OBLIGATIONS HEREUNDER. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS LEASE.**
6. **Statutory Finance Lease:** You agree that this Lease qualifies as a statutory finance lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies conferred upon a lessee by Article 2A (sections 508-522) of the Uniform Commercial Code.
7. **Security Interest:** If this Lease is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all your obligations under this Lease.
8. **Use, Maintenance and Repair of Equipment: YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES.** You will not move the Equipment from the equipment location listed in this agreement or schedule without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any Dealer warranties, so long as you are not in default.
9. **Taxes and Lease Charges:** You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes.
10. **Indemnity:** You will indemnify and hold us harmless from any and all liability, damages or loss, including reasonable attorney's fees, arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. This indemnity will survive the termination of this Lease.
11. **Risk of Loss; Insurance:** You are responsible for the risk of loss or for any destruction of or damage to the equipment. No such loss or damage relieves you from the payment obligations under any Lease. You will keep the Equipment insured against all risks of loss or damage for not less than the replacement cost of the Equipment naming us as additional insured and loss payee. You will also carry public liability insurance naming us as additional insured. Upon request, you will provide us a certificate or other evidence of insurance acceptable to us. Should you fail to provide proof of insurance prior to commencement of this agreement, We reserve the right to enroll you in our property damage coverage program and bill you a monthly property damage surcharge of up to .0035 of the equipment cost for your failure to provide proof of insurance as required under this agreement. This charge will cover in part our administrative costs, credit risk and other costs and may include a profit. If any of the Equipment is lost, stolen or damaged you will, at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us or (b) pay us the sum set forth in the Remedies section.
12. **Right to Perform:** If you fail to comply with any provision of this Lease, we may, at our option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.
13. **Representations:** (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Lease, and (2) the individuals signing this Lease and any Supplement have been duly authorized to do so on your behalf, (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name, state of formation, or ownership, and (6) you will take any action we reasonably request to protect our rights in the Equipment. (b) We represent and warrant to you that (1) we have the lawful power and authority to enter into this Lease, and (2) the individuals signing this Lease have been duly authorized to do so on our behalf.
14. **Default:** You will be in default under this Lease if: (a) we do not receive any payment due under that Lease within ten (10) days after its due date, (b) you fail to meet any of your obligations in the Lease (other than payment obligations) and do not correct such default within 10 days after we send you written notice of such default, (c) you become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interests or assets, stop doing business, or assign rights or property for the benefit of creditors, (d) a petition is filed by or against you under any bankruptcy or insolvency law, (e) any representation made by you is false or misleading in any material respect, or (f) you default on any other agreement with us or our assigns.
15. **Remedies:** If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Lease, (c) require that you pay (1) all amounts due and payable by you or accrued under each Lease, plus (2) the present value of all remaining payments to become due under each Lease (discounted at 6% or the lowest rate allowed by law), and (3) (i) the amount of any purchase option and, if none is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (ii) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause 3(i) above over the Fair Market Value of the returned Equipment as determined by us in our reasonable discretion, (d) recover interest on any unpaid balance at the rate of 8% per annum, and (e) exercise any other remedies available to us at law or in equity. You agree to pay our reasonable attorney's fees and actual court costs including any cost of appeal. If we have to take possession of the Equipment, you agree to pay the cost of repossession.
16. **Purchase Option:** At the end of the Term provided you are not in default, and upon 30 days' prior written notice, you will either (a) return all the Equipment, or (b) purchase all the Equipment as is, without any warranty to condition, value or title for the Fair Market Value of the Equipment plus applicable sales and other taxes.
17. **Automatic Renewal:** This Lease will automatically continue on a month-to-month basis unless cancelled by either party upon 30 days' prior written notice from you, and you shall pay us the same lease payments and lease charges as applied during the Term until the Equipment is returned to us or you pay us the applicable purchase price (and taxes).
18. **Return of Equipment:** If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, you will immediately return the Equipment to any location(s) we may designate in the continental United States. The Equipment must be returned in "Average Saleable Condition" and properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party, other than you, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories.
19. **Assignment:** We may, without your consent, assign or transfer any Equipment or this Lease, or any rights arising under this Lease, and in such event our assignee or transferee will have the rights, power, privileges and remedies of lessor hereunder, but none of the obligations. Upon such assignment you agree not to assert, as against our assignee, any defense, setoff, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease this Lease or any rights thereunder or any Equipment subject to this Lease without our prior written consent.
20. **Personal Property Tax (PPT):** You agree at our discretion to (a) reimburse us annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment or (b) remit to us each billing period our estimate of the prorated equivalent of such taxes. You agree to pay us an administrative fee for the processing of such taxes.
21. **Tax Indemnity:** You agree to indemnify us for the loss of any income tax benefit caused by your acts or omissions inconsistent with our entitlement to certain tax benefits as owner of the Equipment.
22. **Governing Law:** Both parties agree to waive all rights to a jury trial. This Master Agreement and each schedule shall be governed by the laws of Minnesota. You consent to the jurisdiction and venue of the Federal and State Courts in Minnesota.
23. **Miscellaneous:** This Lease contains the entire agreement between you and us and may not be modified except as provided therein or in writing signed by you and us. We will not accept payment in cash. If you so request, and we permit the early termination of this Lease, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to your or our mailing address. If a court finds any provision of this Lease to be unenforceable, all other terms of this Lease will remain in effect and enforceable. You agree that any delay or failure to enforce our rights under this Lease do not prevent us from enforcing any rights at a later time. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Time is of the essence.

NON-APPROPRIATION FORM

DEALER NAME: **Skyway Technology Group Inc**

DEALER CONTACT: **Jennifer Johnson**

STREET ADDRESS: **5014 Tampa West Blvd** CITY: **Tampa** STATE: **FL** ZIP CODE: **33634**

PHONE: **(813) 249-0101** FAX: **(813) 249-0223** WEBSITE: **www.stg.biz**

TOSHIBA

FINANCIAL SERVICES

ADDENDUM TO Contact No. _____ between **Toshiba Financial Services**, Owner

And **City of St Pete Beach**, Customer
(Full Legal Name of Customer)

Dated _____

FOR MUNICIPALITIES ONLY

A. CUSTOMER COVENANTS: the Customer covenants and warrants that (1) it has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments scheduled to come due and to meet its other obligations under the Agreement and such funds have not been expended for other purposes; and (2) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or enjoin the delivery of the Agreement or the ability of the Customer to make its Base Payments (as set out above); (b) contest or affect the authority for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of the Customer; nor is there any basis for any such action, suit, proceeding or investigation; and

(3) That the equipment will be operated and controlled by the Customer and will be used for essential government purposes and will to be essential for the term of the Agreement.

(4) Customer has not previously terminated a rental for non-appropriation, except as specifically described in a letter appended hereto.

B. SIGNATURES: Each signor (two if monthly payment exceeds \$1,200) warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full power and authorization to bind Customer. Signor(s) for Customer further warrant(s) its governing body has taken the necessary steps, including any legal bid requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of Customer authorizing execution of the Agreement has been duly adopted and remains in full force and effect.

C. NON APPROPRIATION: In the event Customer is in default under the Agreement because:

1. Funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all of Customer's obligations under the Agreement during said fiscal period;

2. Such non-appropriation did not result from any act or failure to act of customer;

3. Customer has exhausted all funds legally available for all payment due under the Agreement; and

4. There is no other legal procedure by which payment can be made to Owner.

Then, provided that (a) Customer has given Owner written notice of the occurrence of paragraph 1. above thirty (30) days prior to such occurrence; (b) Owner has received a written opinion from Customer's counsel verifying the same within ten (10) days thereafter; and (c) the Customer does not directly or indirectly purchase, rent or in any way acquire any services or equipment supplied or provided for hereunder; upon receipt of the equipment delivered to a location designated by Owner, at Customer's expense, Owner's remedies for such default shall be to terminate the Agreement at the end of the fiscal period during which notice is given; retain the advance payments, if any; and/or sell, dispose of, hold, use or rent the equipment as Owner in its sole discretion may desire, without any duty to account to Customer.

Approved and agreed to as an Addendum to and part of the Agreement, this _____ day of _____

LESSOR ACCEPTANCE

Toshiba Financial Services	Signature: X	Title:	Date:
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CUSTOMER ACCEPTANCE

Customer Name:	Signature: X	Title:	Date:
	Signature: X	Title:	Date:

Please note that two authorized signatures are required.

DEALER NON-APPROPRIATION FORM - GENERIC

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Ratification of the 60 month lease agreement entered into by the City Manager with Skyway Technology Group for the acquisition of a Toshiba copier system to replace an existing, end of lease unit in City Hall (City Clerk's Department) totaling \$286.12 per month and \$17,167.20 over the life of the lease. Pricing for this agreement is quoted from a competitively solicited Florida State Contract # 600-340-06-01.

Date: April 12, 2011

Prepared By: Donald Burkhardt – Information Technology Director

Summary of Issue: This is a request to ratify the 60 month lease agreement entered into by the City Manager with Skyway Technology Group for the acquisition of a Toshiba copier system to replace an existing, end of lease unit in City Hall (City Clerk's Department) totaling \$286.12 per month and \$17,167.20 over the life of the lease. Due to time constraints, the City Manager needed to enter into the lease agreement to replace and remove the old copier before the lease expired in the beginning of March, 2011.

Requested Motion: "I move to ratify the 60 month lease agreement entered into by the City Manager with Skyway Technology Group for the acquisition of a Toshiba copier system to replace an existing, end of lease unit in City Hall (City Clerk's Department) totaling \$286.12 per month and \$17,167.20 over the life of the lease."

Attachment: Skyway Technology Group Lease/Maintenance Agreement

FMV LEASE AGREEMENT

TOSHIBA

FINANCIAL SERVICES

DEALER NAME: **Skyway Technology Group, Inc**DEALER CONTACT: **Jennifer Johnson**STREET ADDRESS: **5014 Tampa West Blvd**CITY: **Tampa**STATE: **FL** ZIP CODE: **33634**PHONE: **(813) 249-0101**FAX: **(813) 249-0223**WEBSITE: **www.stg.biz**

This document is written in "Plain English." The words **Lessee, you, and your** refer to the customer. The words **Lessor, we, us, and our** refer to Toshiba Financial Services. Every attempt has been made to eliminate confusing language to create a simple, easy-to-read document.

APPLICATION NUMBER
1441772

AGREEMENT NUMBER

CUSTOMER CONTACT INFORMATION

Legal Company Name: **City of Saint Pete Beach**

Fed. Tax ID #:

Contact Person:

Bill-To Phone: **727-363-9232**

Bill-To Fax:

Billing Address: **155 Corey Ave**City: **St Pete Beach**State: **FL**Zip: **33706**Equipment Location
(if different than above):

City:

State:

Zip:

DEALER INFORMATION

Dealer Contact Name: **Jennifer Johnson**

Branch Location:

ITEM DESCRIPTION

MODEL NO.

SERIAL NO.

Toshiba estudio6530c MFP with MJ1103, MP2501 & MJ6102**estudio6530C**☐ See attached form (Schedule "A") for Additional Equipment

LEASE TERM & PAYMENT SCHEDULE

Number of Payments: **60**of \$ **286.12**

(plus applicable taxes)

Security Deposit: \$

☐ ReceivedDocumentation Fee: **\$75.00 (included in First Invoice)**

Lease payment period is monthly unless otherwise indicated. **End-of-Lease Options: You will have the following options at the end of your original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing.**

1. Purchase the Equipment at Fair Market Value
2. Renew the Lease
3. Return Equipment

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.

LESSOR ACCEPTANCE

Toshiba Financial Services

Signature: **X**

Title:

Date:

CUSTOMER ACCEPTANCE

Name: **MICHAEL BONFIELD**Signature: **X**Title: **CITY MANAGER**Date: **2-24-2011**

PERSONAL GUARANTY

To induce us to enter into this Lease, the undersigned jointly and severally unconditionally guarantees to us the prompt payment when due of all lessee's obligations to us under the Lease. We will not be required to proceed against the lessee or the Equipment or enforce any other remedy before proceeding against the undersigned. The undersigned agrees to pay all reasonable attorney's fees and other expenses incurred by us by reason of default by lessee or the undersigned. The undersigned waives notice of acceptance hereof and of all other notices or demands of any kind to which the undersigned may be entitled. The undersigned consents to any extensions or modification granted to us and the release and/or compromise of any obligations of lessee or any other obligors and guarantors without in any way releasing the undersigned from his or her obligations hereunder. The obligations of the undersigned shall continue even if the lessee becomes insolvent or bankrupt or is discharged from bankruptcy, and the undersigned agrees not to seek to be repaid by lessee in the event the undersigned must pay us. This is a continuing Guaranty and shall not be discharged or affected by death of the undersigned, shall bind the heirs, administrators, representatives, successors and assigns of the undersigned, and may be enforced by or for the benefit of any assignee or successor of us. The undersigned and we waive insofar as permitted by law any trial by jury for any action between the parties.

Print Name of 1st Guarantor:

Signature: **X**

Date:

Print Name of 2nd Guarantor:

Signature: **X**

Date:

ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been furnished and that delivery and installation have been fully completed and are satisfactory. Further, all conditions and terms of this Agreement have been reviewed and acknowledged. Upon your signing below, your promises here will be irrevocable and unconditional in all respects.

Name: **MICHAEL BONFIELD**Signature: **X**Title: **CITY MANAGER**Date: **2-24-2011**

TERMS AND CONDITIONS

1. **Lease Agreement:** You agree to lease from us the equipment described under "ITEM DESCRIPTION" and on any attached Schedule (hereinafter, with all replacement parts, repairs, additions and accessories, referred to as the "Equipment") and as modified by Supplements to this Lease from time to time signed by you and us. You authorize us to insert or correct missing information on this Lease, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each lease payment by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this lease. We will send you copies of any changes.
2. **Title to Equipment:** We own the Equipment and you have the right to use it under the terms of this Lease.
3. **Lease Commencement:** This Lease will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under this Lease will become absolute and unconditional, and are not subject to cancellation, reduction or setoff for any reason whatsoever. All payments will be made to us in accordance with the applicable Schedule at our address or at such other place as we may designate in writing. Interim rent shall be in an amount equal to 1/30th of the monthly rental, multiplied by the number of days between rent commencement date and the first payment due date. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law) as reasonable collection costs.
4. **Security Deposit:** The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully completed with and provided you have not ever been in default of this Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.
5. **WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT AND DEALER BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU LEASE THE EQUIPMENT "AS IS." NO REPRESENTATION OR WARRANTY OF THE DEALER WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY BREACH THEREOF RELIEVE YOU OF ANY OF YOUR OBLIGATIONS HEREUNDER. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS LEASE.**
6. **Statutory Finance Lease:** You agree that this Lease qualifies as a statutory finance lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies conferred upon a lessee by Article 2A (sections 508-522) of the Uniform Commercial Code.
7. **Security Interest:** If this Lease is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all your obligations under this Lease.
8. **Use, Maintenance and Repair of Equipment: YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES.** You will not move the Equipment from the equipment location listed in this agreement or schedule without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any Dealer warranties, so long as you are not in default.
9. **Taxes and Lease Charges:** You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes.
10. **Indemnity:** You will indemnify and hold us harmless from any and all liability, damages or loss, including reasonable attorney's fees, arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. This indemnity will survive the termination of this Lease.
11. **Risk of Loss; Insurance:** You are responsible for the risk of loss or for any destruction of or damage to the equipment. No such loss or damage relieves you from the payment obligations under any Lease. You will keep the Equipment insured against all risks of loss or damage for not less than the replacement cost of the Equipment naming us as additional insured and loss payee. You will also carry public liability insurance naming us as additional insured. Upon request, you will provide us a certificate or other evidence of insurance acceptable to us. Should you fail to provide proof of insurance prior to commencement of this agreement, We reserve the right to enroll you in our property damage coverage program and bill you a monthly property damage surcharge of up to .0035 of the equipment cost for your failure to provide proof of insurance as required under this agreement. This charge will cover in part our administrative costs, credit risk and other costs and may include a profit. If any of the Equipment is lost, stolen or damaged you will, at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us or (b) pay us the sum set forth in the Remedies section.
12. **Right to Perform:** If you fail to comply with any provision of this Lease, we may, at our option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.
13. **Representations:** (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Lease, and (2) the individuals signing this Lease and any Supplement have been duly authorized to do so on your behalf, (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name, state of formation, or ownership, and (6) you will take any action we reasonably request to protect our rights in the Equipment. (b) We represent and warrant to you that (1) we have the lawful power and authority to enter into this Lease, and (2) the individuals signing this Lease have been duly authorized to do so on our behalf.
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15. **Remedies:** If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Lease, (c) require that you pay (1) all amounts due and payable by you or accrued under each Lease, plus (2) the present value of all remaining payments to become due under each Lease (discounted at 6% or the lowest rate allowed by law), and (3) (i) the amount of any purchase option and, if none is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (ii) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause 3(i) above over the Fair Market Value of the returned Equipment as determined by us in our reasonable discretion, (d) recover interest on any unpaid balance at the rate of 8% per annum, and (e) exercise any other remedies available to us at law or in equity. You agree to pay our reasonable attorney's fees and actual court costs including any cost of appeal. If we have to take possession of the Equipment, you agree to pay the cost of repossession.
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17. **Automatic Renewal:** This Lease will automatically continue on a month-to-month basis unless cancelled by either party upon 30 days' prior written notice from you, and you shall pay us the same lease payments and lease charges as applied during the Term until the Equipment is returned to us or you pay us the applicable purchase price (and taxes).
18. **Return of Equipment:** If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, you will immediately return the Equipment to any location(s) we may designate in the continental United States. The Equipment must be returned in "Average Saleable Condition" and properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party, other than you, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories.
19. **Assignment:** We may, without your consent, assign or transfer any Equipment or this Lease, or any rights arising under this Lease, and in such event our assignee or transferee will have the rights, power, privileges and remedies of lessor hereunder, but none of the obligations. Upon such assignment you agree not to assert, as against our assignee, any defense, setoff, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease this Lease or any rights thereunder or any Equipment subject to this Lease without our prior written consent.
20. **Personal Property Tax (PPT):** You agree at our discretion to (a) reimburse us annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment or (b) remit to us each billing period our estimate of the prorated equivalent of such taxes. You agree to pay us an administrative fee for the processing of such taxes.
21. **Tax Indemnity:** You agree to indemnify us for the loss of any income tax benefit caused by your acts or omissions inconsistent with our entitlement to certain tax benefits as owner of the Equipment.
22. **Governing Law:** Both parties agree to waive all rights to a jury trial. This Master Agreement and each schedule shall be governed by the laws of Minnesota. You consent to the jurisdiction and venue of the Federal and State Courts in Minnesota.
23. **Miscellaneous:** This Lease contains the entire agreement between you and us and may not be modified except as provided therein or in writing signed by you and us. We will not accept payment in cash. If you so request, and we permit the early termination of this Lease, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to your or our mailing address. If a court finds any provision of this Lease to be unenforceable, all other terms of this Lease will remain in effect and enforceable. You agree that any delay or failure to enforce our rights under this Lease do not prevent us from enforcing any rights at a later time. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Time is of the essence.

NON-APPROPRIATION FORM

TOSHIBA

FINANCIAL SERVICESDEALER NAME: **Skyway Technology Group Inc**DEALER CONTACT: **Jennifer Johnson**STREET ADDRESS: **5014 Tampa West Blvd**CITY: **Tampa**STATE: **FL**ZIP CODE: **33634**PHONE: **(813) 249-0101**FAX: **(813) 249-0223**WEBSITE: **www.stg.biz**ADDENDUM TO Contact No. _____ between **Toshiba Financial Services**, OwnerAnd **City of Saint Pete Beach**, Customer
(Full Legal Name of Customer)

Dated _____

FOR MUNICIPALITIES ONLY

A. CUSTOMER COVENANTS: the Customer covenants and warrants that (1) it has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments scheduled to come due and to meet its other obligations under the Agreement and such funds have not been expended for other purposes; and (2) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or enjoin the delivery of the Agreement or the ability of the Customer to make its Base Payments (as set out above); (b) contest or affect the authority for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of the Customer; nor is there any basis for any such action, suit, proceeding or investigation; and

(3) That the equipment will be operated and controlled by the Customer and will be used for essential government purposes and will be essential for the term of the Agreement.

(4) Customer has not previously terminated a rental for non-appropriation, except as specifically described in a letter appended hereto.

B. SIGNATURES: Each signor (two if monthly payment exceeds \$1,200) warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full power and authorization to bind Customer. Signor(s) for Customer further warrant(s) its governing body has taken the necessary steps; including any legal bid requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of Customer authorizing execution of the Agreement has been duly adopted and remains in full force and effect.

C. NON APPROPRIATION: In the event Customer is in default under the Agreement because:

1. Funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all of Customer's obligations under the Agreement during said fiscal period;
2. Such non-appropriation did not result from any act or failure to act of customer;
3. Customer has exhausted all funds legally available for all payment due under the Agreement; and
4. There is no other legal procedure by which payment can be made to Owner.

Then, provided that (a) Customer has given Owner written notice of the occurrence of paragraph 1 above thirty (30) days prior to such occurrence; (b) Owner has received a written opinion from Customer's counsel verifying the same within ten (10) days thereafter; and (c) the Customer does not directly or indirectly purchase, rent or in any way acquire any services or equipment supplied or provided for hereunder; upon receipt of the equipment delivered to a location designated by Owner, at Customer's expense, Owners remedies for such default shall be to terminate the Agreement at the end of the fiscal period during which notice is given; retain the advance payments, if any; and/or sell, dispose of, hold, use or rent the equipment as Owner in its sole discretion may desire, without any duty to account to Customer.

Approved and agreed to as an Addendum to and part of the Agreement, this _____ day of _____.

LESSOR ACCEPTANCE

Toshiba Financial Services	Signature: X	Title:	Date:
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CUSTOMER ACCEPTANCE

Customer Name:	Signature: X <i>[Signature]</i>	Title: CITY MANAGER	Date: 2-24-2014
	Signature: X	Title:	Date:

Please note that two authorized signatures are required.

DEALER NON-APPROPRIATION FORM - GENERIC

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Ordinance 2011-09, An ordinance of the City of St. Pete Beach, Florida amending chapter 82 of the City of St. Pete Beach city code by creating article v entitled "traffic light safety;" providing for recorded image monitoring and enforcement of red light violations consistent with general law; providing for the severability of parts hereof; providing for reading by title only; and providing an effective date.

Date: April 12, 2011

Prepared By: Dave Romine; Police Chief

Summary of Issue: The proposed ordinance imposes traffic light cameras to be installed to monitor motorist's adhering to the traffic light signals. Installation of these cameras would hopefully reduce the number of accidents and injuries resulting from the failure of these drivers to adhere to traffic control signals.

Requested Motion: "I move to approve Ordinance 2011-09."

Attachments: Ordinance 2011-09

Reviewed by: *MB*
City Manager

CITY OF ST. PETE BEACH, FLORIDA
ORDINANCE NO. 2011-09

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING CHAPTER 82 OF THE CITY OF ST. PETE BEACH CITY CODE BY CREATING ARTICLE V ENTITLED "TRAFFIC LIGHT SAFETY;" PROVIDING FOR RECORDED IMAGE MONITORING AND ENFORCEMENT OF RED LIGHT VIOLATIONS CONSISTENT WITH GENERAL LAW; PROVIDING FOR THE SEVERABILITY OF PARTS HEREOF; PROVIDING FOR READING BY TITLE ONLY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the failure of motorists to adhere to traffic control signals creates a danger to other innocent motorists; and,

WHEREAS, the City of St. Pete Beach would like to reduce the number of accidents and injuries resulting from the failure of these drivers to adhere to traffic control signals; and,

WHEREAS, the Florida Legislature passed CS/CS/HB 325 during the 2010 Legislative Session authorizing the use of traffic detectors to enforce certain provisions of Chapter 316 of the Florida Statutes; and,

WHEREAS, the Governor of the State of Florida signed CS/CS/HB 325 into law on May 13, 2010, resulting in the Law of Florida, 2010-80 taking effect on July 1, 2010; and,

WHEREAS, the City Commission finds the amendments to Chapter 82 of the City Code, as more particularly set forth herein, in the public interest and necessary to protect the health, safety and welfare of the citizens of the City of St. Pete Beach, Florida.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF ST. PETE BEACH, FLORIDA:

Section 1. There is hereby created a new Article V in Chapter 82 of the Code of the City of St. Pete Beach, entitled Traffic Light Safety, containing Sections 82-276 through 82-282.

Section 2. The Code of the City of St. Pete Beach; Chapter 82; Traffic and Motor Vehicles; Article V, Traffic Light Safety, is hereby amended by the creation of Section 82-276 through 82-282 to provide in its entirety as follows:

Sec 82-276: Use of Image Capture Technologies and Implementation of General Law.

The City shall utilize Traffic Infraction Detectors pursuant to general law as a means of monitoring compliance with laws related to Traffic Control Signals, while assisting law enforcement personnel in the enforcement of such laws, which are designed to protect and improve public health, safety and welfare. This Section shall not supersede, infringe, curtail or impinge upon state laws related to red light signal violations or conflict with such laws. The City shall utilize Traffic Infraction Detectors as an ancillary deterrent to traffic control signal violations and to thereby reduce accidents and injuries associated with such violations.

Sec. 82-277: Definitions.

Definitions.

The following words, terms, and phrases, when used in this Article, shall have the following meaning:

- (a) *Intersection* shall mean the area embraced within the prolongation or connection of the lateral curb line; or, if none, then the lateral boundary lines, of the roadways of two roads which join or intersect one another at, or approximately at, right angles; or the area within which vehicles traveling upon different roads joining at

any other angle may come in conflict.

- (b) *Motor Vehicle* shall mean any self-propelled vehicle not operated upon rails or guide way, but not including any bicycle, motorized scooter, electric personal assisted mobility device, or moped.
- (c) *Notice of Violation/Infraction* shall mean a citation issued for a violation of §316.074(1) or §316.075(1)(c)1, Florida Statutes.
- (d) *Owner/Vehicle Owner* shall mean the person or entity identified by the Florida Department of Motor Vehicles, or other state vehicle registration office, as the registered owner of a vehicle. Such term shall also mean a lessee of a motor vehicle pursuant to a lease of six months or more.
- (e) *Recorded Images* shall mean images recorded by a Traffic Infraction Detector.
- (f) *Traffic Control Signal* shall mean a device exhibiting different colored lights or colored lighted arrows, successively one at a time or in combination, using only the colors green, yellow, and red which indicate and apply to drivers of motor vehicles as provided in F.S. § 316.075.
- (g) *Traffic Infraction Detector* shall mean a device using a vehicle sensor installed to work in conjunction with a traffic control signal and a camera that are synchronized to automatically record two or more sequenced photographic or electronic images or streaming video of a motor vehicle traveling through an intersection in violation of a traffic control signal's steady red light indication.
- (h) *Traffic Infraction Enforcement Officer* shall mean either an officer of the St. Pete Beach Police Department, a Traffic Infraction Enforcement Officer as provided in F.S. § 316.640(5), or a designated code enforcement officer.

Any terms not defined herein shall have the meaning as defined by Florida Statute; or, if

not defined in the Florida Statutes, the general dictionary meaning.

Sec. 82-278. Adherence to red light traffic control signals.

Pursuant to general law, motor vehicle traffic facing a Traffic Control Signal's steady red light indication shall stop before entering the crosswalk on the near side of an Intersection or, if none, then before entering the Intersection and shall remain standing until a green indication is shown on the Traffic Control Signal; as more fully described in F. S. § 316.074(1) and §316.075(1)(c)1, as may be amended from time to time; however, the driver of a vehicle which is stopped at a clearly marked stop line, or if none, at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway before entering the Intersection in obedience of a steady red Traffic Control Signal, may make a right turn (unless such turn is otherwise prohibited by posted sign or other traffic control device) but shall yield right-of-way to pedestrians and other traffic proceeding as directed by the Traffic Control Signal at the Intersection, as described more fully in F.S. §316.075(1)(a) & (2), as may be amended from time to time.

Sec. 82-279. Signage.

When the City installs a Traffic Infraction Detector at an Intersection, it shall erect signage at the Intersection sufficient to notify the public that a Traffic Infraction Detector may be in use at the Intersection and shall include specific notification of camera enforcement of violations concerning right turns. Such signage shall meet the specifications for uniform signals and devices adopted by the Department of Transportation pursuant to F.S. §316.0745.

Sec. 82-280. Review of recorded images.

- (a) The Owner of the vehicle observed by recorded images committing a violation of

Florida Statute §316.074(1) or Florida Statute §316.075(1)(c)1, shall be issued a Notice of Violation/Infraction no later than thirty (30) days after the violation occurs. The recorded image shall be sufficient grounds to issue a Notice of Violation/Infraction.

- (b) The City shall designate Traffic Infraction Enforcement officer(s), who shall meet the qualifications set forth in F.S. § 316.640(5)(A), or any other relevant statute. The Traffic Infraction Enforcement Officer shall review recorded images prior to the issuance of a Notice of Violation/Infraction to ensure accuracy and the integrity of the recorded images. The Traffic Infraction Enforcement Officer shall also verify that the Traffic Infraction Detector that captured the recorded images was functioning properly at the time the recorded images were captured. Once the traffic infraction enforcement officer has verified the accuracy of the recorded images and functionality of the traffic infraction detector, he or she shall complete a report, and a Notice of Violation/Infraction shall be sent to the vehicle owner at the address on record with the Florida Department of Highway Safety and Motor Vehicles or with the appropriate agency having such information in another state.
- (c) If a vehicle owner receiving a Notice of Violation/Infraction fails to pay the penalty for red zone infractions imposed by F.S. § 316.0083 or to provide an affidavit that complies with the provisions of F.S. §316.0083 within thirty (30) days of the date of the notice is issued, then a Uniform Traffic Citation shall be issued to the vehicle owner as provided by general law. The Uniform Traffic Citation shall be issued no later than sixty (60) days after the red zone infraction occurs.

Sec. 82-281. Notice of violation/infraction.

The Notice of Violation/Infraction shall be served via first class mail and shall include:

- (a) The name and address of the vehicle owner;

- (b) The license plate number and registration number of the vehicle;
- (c) The make, model, and year of the vehicle, if available; Notice that the violation charged is pursuant to this act and F.S. § 316.074(1) and § 316.075(1)(c)1;
- (d) The location of the intersection where the violation occurred;
- (e) The date and time of the red zone infraction;
- (f) A statement that the owner has the right to review the recorded images that constitute a rebuttable presumption against the owner, together with a statement of the time and place or internet location where the evidence may be observed;
- (g) A statement that the owner must pay a penalty of \$158.00 to the City or provide an affidavit that complies with F.S. § 316.0083 within thirty (30) days of the date the Notice of Violation/Infraction is issued in order to avoid court fees, costs, and the issuance of a Uniform Traffic Citation;
- (h) Images depicting violation;
- (i) A statement specifying the remedies available under F.S. § 318.14;
- (j) A signed statement by the traffic infraction enforcement officer that, based on inspection of recorded images, the vehicle was involved in a red zone infraction;
and,
- (k) Instructions on all methods of payment of the penalty.

Sec. 82-282. Vehicle owner responsibilities.

As described more fully in F.S. § 316.0083, as may be amended from time to time, a vehicle owner receiving a Notice of Violation/Infraction shall, within thirty (30) days of the date of the Notice of Violation/Infraction, in order to avoid court fees, costs, and the issuance of a Uniform Traffic Citation, either:

- (a) Pay the assessed statutory penalty pursuant to instructions on the Notice of violation/Infraction; or
- (b) Provide an affidavit that complies with F.S. §316.0083.

Any owner who does not comply with this Section within thirty (30) days from the date of the Notice of Violation/Infraction shall be issued a Uniform traffic Citation in accordance with Florida Statute §316.0083."

Section 3. For a period of thirty days prior to commencing enforcement of violations of Florida Statute §316.074(1) or Florida Statute §316.075(1)(c)1 with the assistance of Traffic Infraction Detectors, the City shall make a public announcement and conduct a public awareness campaign in accordance with Florida Statute §316.0776(2)(b).

Section 4. Should any section, sentence, clause, part or provision of this ordinance be held or declared invalid or unenforceable by a court of competent jurisdiction, the same shall not affect the validity of this ordinance as a whole, or any part thereof, other than the part held or declared to be invalid.

Section 5. Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This Ordinance shall take effect immediately upon second reading.

PASSED AND ORDAINED BY THE CITY OF ST. PETE BEACH, FLORIDA,
THIS _____ DAY OF _____, 2011.

[APPROVED BY THE MAYOR THIS ____ DAY OF _____, 2011]

Michael Finnerty, Mayor

ATTEST:

[SEAL]

PAMALA PRELL, Clerk

DRAFT

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: First Reading of Ordinance 2011-11, amending section (o) of Division 1, Article III, Chapter 82, Section 82-137 of the Code of Ordinances; as it relates to stopping, standing or parking of vehicles.

Date: April 12, 2011

Prepared By: Dan O'Connor, Administrative Services Supervisor

Through: Elaine Edmunds – Finance Director

Summary of Issue: The attached ordinance amends section (o) of Division 1, Article III, Chapter 82, Section 82-137 of the Code of Ordinances; as it relates to stopping, standing or parking of vehicles.

This amendment is in response to the request of residents residing in the immediate area of 2nd. St. East. The residents are concerned about hazardous view obstructions caused by vehicles permitted to park on 2nd. St. East. The residents are requesting the parking ordinance be amended to prohibit parking on each side of the 2nd. St. East mirroring the existing restriction as 1st. St. East, both of which are short one block streets.

Parking Maps to be updated upon passage.

Requested Motion: “I move for the adoption of Ordinance 2011-11. . . (read title).”

Attachments: Ordinance 2011-11

Reviewed By:
City Manager: MB

ORDINANCE NO. 2011-11

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AMENDMENT OF SUBSECTION (o) OF SECTION 82-137 OF DIVISION 1 OF ARTICLE III OF CHAPTER 82 OF THE CODE OF ORDINANCES, PERTAINING TO STOPPING, STANDING AND PARKING OF VEHICLES; PROVIDING FOR AMENDMENT OF THE CITY PARKING MAPS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HERewith, TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission wishes to improve the traffic and parking control regulations pertaining to city streets and city controlled parking areas within the city; and

WHEREAS, the City Commission has found this ordinance to be in the best interest of the health, safety and welfare of the citizens of the city;

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA DOES HEREBY ORDAIN:

SECTION 1. Subsection (o) of Section 82-137 of Division 1 of Article III of Chapter 82 of the Code of Ordinances, pertaining to stopping, standing and parking of vehicles, is hereby amended thereto as follows:

- (o) Parking on each side of the following city streets shall be prohibited at any time, as designated on the city parking maps:
 - Pass-A-Grille Way between 13th Avenue and 32nd Avenue;
 - 14th Avenue to 20th Avenue between Pass-A-Grille Way and the east end;
 - 30th Avenue between Sunset Way and the beach;
 - 31st Avenue between Sunset Way and Pass-A-Grille Way;
 - 2nd Street West;
 - Cabrillo Avenue;
 - West Maritana Drive between Casablanca Avenue and Alahambra Street;
 - Belle Vista Drive between 44th Avenue and 41st Avenue;
 - 44th Avenue between Gulf Boulevard and Moody Street;
 - 45th Avenue between Gulf Boulevard and 2nd Street East;
 - Punta Vista Drive;
 - Boca Ciega Isle Drive between Plaza Way and 520 Boca Ciega Isle Drive;
 - 52nd Avenue between Gulf Boulevard and the beach;
 - 55th Avenue between Gulf Boulevard and Aloha Drive;
 - Aloha Drive;
 - 59th Avenue between Gulf Boulevard and Bimini Way;
 - 64th Avenue between Gulf Boulevard and Sunset Way;
 - 64th Avenue between 1st Palm Point Street and 425 64th Avenue;
 - Sunset Way between 64th Avenue and 67th Avenue;

Sunset Way between 70th Avenue and 71st Avenue; and
1st Street East between Lido Drive and 45th Avenue;
2nd. St. East between Lido Drive and 45th. Avenue.

SECTION 2. If any portion, part or section of this ordinance is declared invalid, the valid remainder hereof shall remain in full force and effect.

SECTION 3. All ordinances or parts of ordinances, in conflict herewith, are hereby repealed, to the extent of such conflict.

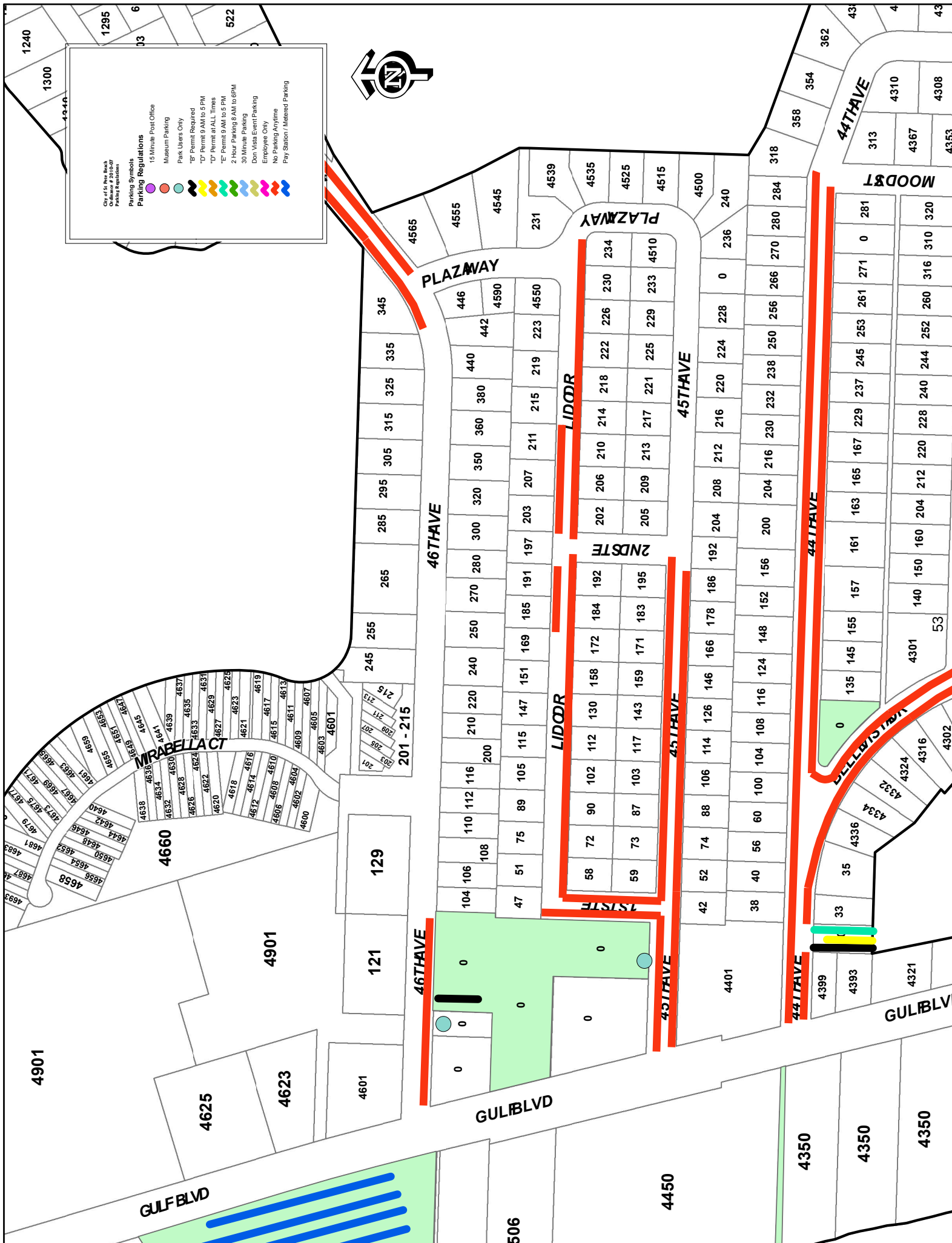
SECTION 4. This Ordinance shall become effective immediately upon final passage as provided by law.

Mike Finnerty, MAYOR

FIRST READING : _____
PUBLISHED : _____
SECOND READING : _____
PUBLIC HEARING : _____

I, Pamela Prell, Deputy City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2011.

Pamela Prell, Deputy City Clerk



**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Conditional Use Case #20110006. Applicant requests approval of Conditional Use for Operation of a Commercial Parking Lot for property located at 3815, 3855 and 3859 Gulf Boulevard as provided for in Section 14.4(j) of the Land Development Code. Applicant requests Variance to Section 23.4 to allow for unpaved parking area. Applicant requests Variance to Sections 22.3 and 22.6 to delete required landscaping.

Date: April 12, 2011

Prepared By: Karl E. Holley, AICP, Community Development Director

Summary of Issue: The applicant desires to operate a commercial parking lot at the subject location. The applicant desires to utilize the lot as currently configured without any change to the current surfacing or landscaping of the lot.

Requested Motion: “I move to approve Case #20110006, request for approval of Conditional Use for Operation of a Commercial Parking Lot at 3815, 3855 and 3859 Gulf Boulevard”

“I move to approve Variance to Section 23.4 to allow for an unpaved parking area.”

“I move to approve Variance to Sections 22.3 and 22.6 to delete required landscaping.”

Attachments: Case #20110006 Application
Case #20110006 Staff Analysis

**Reviewed by
City Manager:** MB



CONDITIONAL USE APPLICATION

CASE NO. 20110006

Applicant: Chad Nelson

Owner: Sungold LLC

Property: 3815, 3855 and 3859 Gulf Boulevard **Lot area:** 2.325 Acres

Request: Applicant requests approval of Conditional Use for Operation of a Commercial Parking Lot as provided for in Section 14.4(j) of the Land Development Code. Applicant requests Variance to Section 23.4 to allow for unpaved parking area. Applicant requests Variance to Sections 22.3 and 22.6 to delete required landscaping.

GENERAL INFORMATION:

FLUP map category: Bayou Residential

Current zoning: RFM

Current use: Vacant

Proposed use: Commercial

Surrounding properties:

Location:

	Zoning:	Land use:
North:	RFM	Multi-Family Residential
South:	RFM	Multi-Family Residential
East:	N/A	Boca Ciega Bay
West:	RFM	Transient Accommodation



Application Summary and Analysis:

The subject property is zoned for mixed use and is currently vacant, although it was previously developed as a motel and restaurant. The property has been intermittently utilized for event and holiday parking under the authority of Section 6.11 of the Land Development Code as a Temporary Use. The staff has directed the applicant to request a Conditional Use since he desires to utilize the lot on an on-going basis.

When considering an application for approval of a Conditional Use, the City Commission review is required to consider the following standards. The staff has assessed each of these standards and provides the following comments:

1) Whether the conditional use is consistent with the goals, objectives, and policies of the Comprehensive Plan, any adopted special area plan:

The subject area is currently designated as Bayou residential on the City's Future land Use Plan Map. Policies for this designation provide that secondary uses include "Commercial and office only as a component of a mixed use residential development." The area is presently zoned Resort Facilities Medium which does provide for "Parking lots, commercial and/or off-premise" as an allowable Conditional Use. The requested use does not appear to be consistent with the policies of the Comprehensive plan as they relate specifically to land use. It can reasonably be assumed that the proposed use is intended as an interim use and will not preclude long-term implementation of the Comprehensive Plan policies for this area.

2) Whether the proposed use will be compatible with the character of the existing area, including existing structures and structures under construction, existing public facilities and public facilities under construction, and residential, commercial and/or service facilities available within the existing area. More specifically:

- Whether the overall appearance and function of the area will be significantly affected consideration shall be given to the existence of other uses in the area, based on the number, size, and location of the uses and the intensity and scale of the proposed and existing uses in the area;

The proposed use is generally consistent with the surrounding property uses which are primarily commercial, multi-family residential and transient accommodations. Single-family residential uses are located across the Bay to the east which may experience some noise impact from the proposed use. The appearance and function of the area should not be significantly affected by the proposed use.

- Whether the application will preserve any city, state or federally designated historic, scenic, archaeological, or cultural resources;

No such impacts are anticipated.



- Whether the application will be compatible with adjacent development, if any, based on characteristics such as size, building style and scale; or whether such incompatibilities are mitigated through such means as screening, landscaping, setbacks, and other design features;

The proposed use is generally consistent with adjacent uses in that these uses are commercial and multi-family residential which provide on-site parking and may experience relatively high traffic volumes. The applicant has not indicated any intention to modify the site of the proposed use with respect to landscaping or other design features.

- Whether the application will have significant adverse impacts on the livability and usability of nearby land due to noise, dust, fumes, smoke, glare from lights, late-night operations, odors, vehicular traffic, truck and other delivery trips, the amount, location, and nature of any outside activities, potential for increased litter, or privacy and safety issues;

The proposed use will create noise and generate increased traffic flow to and from the site which could potentially be in excess of what would be anticipated if the site were developed within the category of permitted uses allowed by the current zoning district. The applicant has not specified hours or days of proposed operation of the parking area.

- Whether the transportation system is capable of adequately supporting the proposed use in addition to the existing uses in the area. Evaluation factors include street capacity and level of service, access to arterials, transit availability, on-street parking impacts, if any, site access requirements, neighborhood impacts, and pedestrian safety; (a traffic study may be required)

The existing transportation system appears to be adequate to accommodate the anticipated level of traffic to be generated by the proposed use. The segment of Gulf Boulevard which services the proposed site is currently operating at a Level of Service "C" and traffic generated by the proposed use should not be adequate to degrade the established Level of Service.

- Whether the minimum off-street parking area required and the amount of space needed for the loading and unloading of trucks, if applicable, will be provided and will function properly and safely;

No such impacts are anticipated.

- Whether generally, the public health, safety and welfare will be preserved, and any reasonable conditions necessary for such preservation have been made;

The Commission may wish to consider restricting the days and/or hours of operation of the proposed use in order to minimize potential light and noise impacts on nearby properties. It is anticipated that the proposed use will serve as parking for persons visiting the City's



beaches. There is limited public beach access in the vicinity of the proposed use which may encourage persons parking in the proposed commercial lot to traverse private property in order to access the beach. The Commission may wish to consider some mitigation strategy which would minimize such intrusion onto private property in the vicinity of the proposed use.

- Whether the applicant has demonstrated the financial and technical capacity to complete any improvements and mitigation necessitated by the development as proposed and has made adequate legal provision to guarantee the provision such improvements and mitigation; and

No related issues are anticipated.

- Whether the proposed use complies with all additional standards imposed on it by the particular provision of these regulations authorizing such use and by all other applicable requirements of the regulations of the City of St. Pete Beach.

The applicant is requesting variance to provisions of the City's parking requirements and landscaping standards. These variances should be addressed in accordance with the provisions of Section 3.12 of the City's Land Development Code.

APPLICABLE STATUTES:

Sec. 14.4. Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the RFM Resort Facilities Medium District are as follows:

- (a) Assisted living facilities.
- (b) Places of worship.
- (c) Commercial water sports, non-motorized vessels of 16 feet or less in length only.
- (d) Communications facilities.
- (e) Daycare centers/kindergartens.
- (f) Docks, commercial--Classes A, B and C.
- (g) Eating and drinking establishment--Fast food, beach bar and outdoor restaurant.
- (h) Financial institutions with drive-through service.
- (i) Laundry, dry cleaning.
- (j) Parking lots, commercial and/or off-premise.
- (k) Recreational--Commercial recreation; public parks and/or recreational facilities.
- (l) Recycling centers.
- (m) Schools--Public, private and/or commercial.
- (n) Utility substations and/or rights-of-way.
- (o) Vessel for hire businesses.

Sec. 23.4. General parking requirements.



All off-street parking shall be provided in accordance with the following general requirements:

- (a) No building or use shall be permitted or constructed unless off-street parking spaces are provided in accordance with the provisions of this Code.
- (b) Computation of required spaces.
 - (1) Fractional space requirements shall be rounded up to the next whole space.
 - (2) In houses of worship and other places of public assembly in which occupants utilize benches, pews or similar seating arrangements, each 18 linear inches of such seating facilities shall be counted as one seat for the purpose of determining the required number of parking spaces.
 - (3) In multistory buildings having vertical penetrations including, but not limited to, elevator, mechanical closets, air shafts, stairways and other similar penetrations, and large retail establishments in excess of 5,000 square feet in area having "backroom" storage or working space, may deduct these spaces from the gross square footage in calculating parking space needs.
 - (4) In the case of mixed uses, the total requirements for off-street parking shall be the sum of the requirements of the various uses computed separately and the off-street parking space for one use shall not be considered as providing the required off-street parking for any other use, except as provided for in the shared parking criteria in this division.
- (c) Off-street parking areas shall not be used for sales, dead storage, repair, dismantling or servicing of any type or kind, nor shall areas devoted to such activities count toward meeting off-street parking requirements.
- (d) Off-street parking areas for five or more automobiles shall have individual spaces that are designed, maintained and regulated so that no parking or maneuvering incidental to parking shall be on any public street or sidewalk and so that any automobile may be parked and unparked without moving another automobile.
- (e) Except as provided in section 23.7, all off street parking areas shall be surfaced with asphalt, bituminous or concrete material, clay brick or concrete paving units, and maintained in a smooth, well-graded condition.
- (f) If artificially lighted, such lighting shall be so designed and arranged that light is directed away from any adjoining property used or zoned for residential purposes and so designed and arranged as to shield public roadways and all other adjacent properties from direct glare or hazardous interference of any kind.
- (g) Be arranged for the convenient access and safety of pedestrians and vehicles.
- (h) Be so arranged that no vehicle shall be required to back from such facilities directly onto public streets.
- (i) Have curbs, motor vehicle stops or similar devices so as to prevent vehicles from overhanging on or into public rights-of-way or adjacent property.



Sec. 22.3. General requirements.

- (a) *Plan approval.* All new construction, except single-family and two-family dwellings as regulated under section 22.5, must have a site plan and landscape plan approved by the city prior to the issuance of a building permit.
- (b) *Screening of certain areas.* Screening shall be employed for parking lots as required, and to mask from the public view such service areas as trash and garbage areas, outside equipment of unaesthetic character, and accessory buildings or areas not enhancing or in keeping with the aesthetics of the project or the neighborhood.
- (c) *Installation.* All landscaping shall be installed in accordance with the approved landscape plan prior to issuance of a certificate of occupancy and shall be installed in accordance with accepted landscape practices within the area. All plant material listed as Category I by the Florida Exotic Pest Plants Council (FEPPC) shall be removed prior to issuance of certificate of occupancy.
- (d) *Maintenance.* The owner and tenant, or their agent, if any, shall be jointly and severally responsible for the maintenance of all landscaping in accordance with section 22.10, and landscaped areas shall be so maintained as to present a healthy, neat and orderly appearance and shall be kept free from refuse and debris. If trees, shrubs or other landscape material should die, such materials must be replaced within 30 days.
- (e) *Protection of landscaped areas.* All landscaped areas shall be protected from vehicular encroachment by curbs, wheel stops or other similar device.
- (f) *Preservation of existing plant material.* In instances where healthy plant material exists on a site prior to its development, in part or in whole, for purposes of off-street parking or other vehicular use areas, or in conjunction with other landscaping requirements, an applicant will be encouraged to retain such landscaping. The city manager may adjust the application of the standards set out in this section to allow credit for such plant material if, in his opinion, such an adjustment is in keeping with and will preserve the intent of this section.
- (g) *Reclamation.* In the event construction activity ceases on a zoning lot that has been cleared of vegetation, the owner shall be required to restore sufficient vegetation and/or provide such other means, as determined by the city, to ensure the stability of the soil on the lot.

Sec. 22.6. Landscaping for all other developments.

- (a) *New multifamily and all nonresidential developments.* New multifamily and all nonresidential developments shall be landscaped in accordance with the applicable provisions of this section.
- (b) *Additions to existing buildings.* When the cost of any addition to or renovation of an existing multifamily or nonresidential building is determined to be a substantial improvement, as defined in Division 2, the property shall be landscaped in accordance with paragraph (a) prior to the issuance of a certificate of occupancy. If the proposed addition or renovation will not constitute a substantial improvement and if the property does not comply with the requirements of this division, one square foot of landscaping for each one square foot of additional building



area shall be required. If no buildings are constructed, landscaping equal to the following table shall be required.

TABLE INSET:

Cost of Renovation	Dollar Amount of Landscaping Required
\$1,001.00--\$10,000.00	25 percent of renovations costs
\$10,001.00--\$25,000.00	20 percent of renovations costs
\$25,001.00--\$100,000.00	15 percent of renovations costs
Over \$100,001.00	10 percent of renovations costs

In the event that the required landscaping cannot be placed on the property in such a way as to permit proper maintenance, said landscaping may be placed in the public right-of-way with the approval of the city. If that is not practical, a payment in accordance with the table above may be made to the city for landscaping in an appropriate area.

(c) *Changes in use.* Changes in use of existing buildings shall require the landscaping of the property to bring it into full compliance with all the standards provided in this section.

(d) *Community Redevelopment District (CRD).* All new projects within the CRD abutting Gulf Boulevard and Blind Pass Road are encouraged to utilize plant material marked with an (*) within the front setback.

Sec. 4.4. (Conditional Use) Standards for review.

(a) *Standards applicable to all conditional uses.* When considering an application for approval of a conditional use, the city commission review shall consider the following standards:

(1) Whether the conditional use is consistent with the goals, objectives, and policies of the Comprehensive Plan, any adopted special area plan and these regulations;

(2) Whether the proposed use will be compatible with the character of the existing area, including existing structures and structures under construction, existing public facilities and public facilities under construction, and residential, commercial and/or service facilities available within the existing area. More specifically:

a. Whether the overall appearance and function of the area will be significantly affected consideration shall be given to the existence of other uses in the area, based on the number, size, and location of the uses and the intensity and scale of the proposed and existing uses in the area;

b. Whether the application will preserve any city, state or federally designated historic, scenic, archaeological, or cultural resources;

c. Whether the application will be compatible with adjacent development, if any, based on characteristics such as size, building style and scale; or whether such incompatibilities are mitigated through such means as screening, landscaping, setbacks, and other design features; and

d. Whether the application will have significant adverse impacts on the livability and usability of nearby land due to noise, dust, fumes, smoke, glare from lights, late-night operations, odors, vehicular traffic, truck and other delivery trips, the amount, location, and nature of any outside activities, potential for increased litter, or privacy and safety issues.



- (3) Whether the transportation system is capable of adequately supporting the proposed use in addition to the existing uses in the area. Evaluation factors include street capacity and level of service, access to arterials, transit availability, on-street parking impacts, if any, site access requirements, neighborhood impacts, and pedestrian safety;
- (4) Whether the minimum off-street parking area required and the amount of space needed for the loading and unloading of trucks, if applicable, will be provided and will function properly and safely;
- (5) Whether generally, the public health, safety and welfare will be preserved, and any reasonable conditions necessary for such preservation have been made;
- (6) Whether the applicant has demonstrated the financial and technical capacity to complete any improvements and mitigation necessitated by the development as proposed and has made adequate legal provision to guarantee the provision such improvements and mitigation; and
- (7) Whether the proposed use complies with all additional standards imposed on it by the particular provision of these regulations authorizing such use and by all other applicable requirements of the regulations of the City of St. Pete Beach.

Sec. 3.12. Variances.

(a) *Authority and approval criteria.*

- (1) The appropriate board of authority may authorize variances to the land development regulations if the applicant is able to demonstrate the following conditions:
 - (a) The existence of conditions and circumstances that are peculiar to the subject land, structure or building and do not apply generally to neighboring lands, structures or buildings in the same district which have complied with these regulations without hardship; that the strict application of the provisions of the land development regulations would deprive the applicant of reasonable use of such land, structure or building; and the peculiar conditions and circumstances are not the result of the actions of the applicant; and
 - (b) Neither a nonconforming use of neighboring lands, structures or buildings, legal or illegal, in the same district, nor a permitted use in adjacent districts shall be considered as grounds for issuance of a variance; and
 - (c) The proposed variance will not have the effect of changing any district boundary on the zoning map, nor constitute the granting of a nonconforming use. Under no circumstances shall a variance permit an increase in development density or permit a use not specifically permitted in the district; and
 - (d) The granting of a variance will be in harmony with the general purpose and intent of the land development regulations and will not be injurious to the neighborhood or otherwise detrimental to the public welfare. In granting the variance, the appropriate board of authority may prescribe any conditions and safeguards it deems necessary or desirable as a condition of approval of the variance application; and
- (c) The appropriate board of authority finds as a reasonable conclusion that hardship would unnecessarily result from a literal enforcement of the provisions of the land development regulations as set forth in the application, and the variance proposed is the minimum variance that will make possible the reasonable use of the land, structure and building.



(2) When application is made to the city commission for approval of a conditional use permit, any necessary variances shall be considered by the commission at the same time as the conditional use permit request. Such variances may be approved or denied by the city commission without regard to the disposition of the conditional use permit request.

(3) Any variance granted hereunder shall expire one (1) year from the date of the development order providing for such variance, unless a building permit for the construction authorized by such variance is obtained within such time and said building permit has not expired prior to the completion of construction in accordance therewith.

(b) *Limitations on variance authority of appointed boards.* Any request for variance to the city's coastal control line shall be made directly to the city commission. No board of authority shall grant a variance from any requirement imposed by the city commission as a condition of rezoning, conditional use approval or any other action of the commission resulting in the granting of specific development rights.

Proposed Parking Lot Location



SungoldLLC

Chad Nelson

3618 El Centro

St.Pete Beach,FL

33706

March 30, 2011

Re: Variance for parking lot in 3800 block Gulf Blvd.

To Karl Holley and City Commissioners:

Hours of operation will be 10 a.m. to 10 p.m. Friday, Saturday, Sunday and any Holidays or special events that happen on a week day. The parking lot will be attended during these hours of operation. The customers will be instructed that they must remove their vehicle by 10 p.m. At ten p.m. the gate will be closed but not locked. Chad Nelson, Property agent, will monitor the lot through out the evening and at such time the gate will be locked.

Thank you for your consideration on this matter.

Sincerely,

Chad Nelson

Property Agent

A handwritten signature in black ink, appearing to read "Chad Nelson", with a long horizontal flourish extending to the right.

**BEACH
ACCESS
1 BLK NORTH
NO**

**Trespassing on
Private Property**

**FREE RIDE
727-776-7553**

2-Hole Split Rail
 Más opciones disponibles
 Más opciones disponibles
 Más opciones disponibles

Special Order

\$11.97
 1" Split Rail Fences
 24" x 4" x 8' Rail Fences
 24" x 4" x 8' Rail Fences

\$12.97
 2-Hole Line Post Fences
 24" x 4" x 8' Rail Fences
 24" x 4" x 8' Rail Fences

\$13.97
 2-Hole Line Post Fences
 24" x 4" x 8' Rail Fences
 24" x 4" x 8' Rail Fences

\$13.97
 2-Hole Line Post Fences
 24" x 4" x 8' Rail Fences
 24" x 4" x 8' Rail Fences

Vinyl Fencing
 El encierro del vinilo

Special Order

Más opciones disponibles
 Más opciones disponibles
 Más opciones disponibles

\$18.97
 16' Ranch Rail
 16' Barandas estilo Rancho

\$14.97
 2-Rail Line Post 5 x 5 - 7'
 Postes con 2 Agujeros en Línea 5 x 5 - 7'

\$14.97
 2-Rail End Post 5 x 5 - 7'
 Postes con 2 Agujeros de Extremo 5 x 5 - 7'

\$14.97
 2-Rail Corner Post 5 x 5 - 7'
 Postes con 2 Agujeros en Esquina 5 x 5 - 7'

\$17.97
 3-Rail Line Post 5 x 5 - 7'
 Postes con 3 Agujeros en Línea 5 x 5 - 7'

\$17.97
 3-Rail End Post 5 x 5 - 7'
 Postes con 3 Agujeros de Extremo 5 x 5 - 7'

\$17.97
 3-Rail Corner Post 5 x 5 - 7'
 Postes con 3 Agujeros en Esquina 5 x 5 - 7'

GET IT INSTALLED

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Special Event Permit #2011-16, application of the Corey Avenue Business Association for approval of Special Event Permit and City Co-Sponsorship of “Corey Fridays” events.

Date: April 12, 2011

Prepared By: Karl E. Holley, AICP, Community Development Director

Summary of Issue: The applicant desires hold “Corey Fridays” and related events on two Fridays each month. This request includes closing Corey Avenue between Gulf Boulevard and Blind Pass Road.

Requested Motion: “I move to approve Special Event Permit #2011-16 and City Co-Sponsorship of Corey Fridays.”

Attachments: Application Materials

**Reviewed by
City Manager:** MB

Complete and return to:
Catherine Hartley, Senior Planner
Community Development Department
155 Corey Avenue
St. Pete Beach, FL 33706



Staff Use Only:
Date Received: _____
Permit Number: 2010-____

SPECIAL EVENT PERMIT APPLICATION

Name of Event Sunset Celebration on Corey Ave
Date of Event 2nd + 4th Fri @ Month 5-9 or 6-10 pm
Event Location Corey Ave between Gulf Blvd + Blind Pass Rd
Applicant Name: Kathi Hansen Telephone # 727-498-8725
Email Address: suninthesunonstpetebeach@yahoo.com Mailing Address: 350 Corey Ave
Organization Corey Area Business Assoc Estimated Attendance ~200

Description of event:

Block street for local vendors + live music. Merchants open late also. Refreshments. A celebration of such for our "Sunset Capital of Florida" tag. To promote business for retail, restaurants + bars in the Corey Area.

DO YOU REQUEST ANY OF THESE ACTIVITIES? Please checkmark ☒ all that apply.

☒ Signage	☒ Food Sales
☒ Retail Vending	☒ Banner <u>2 possibly</u>
☐ Fireworks	☐ Alcohol Sale/Consumption (Additional State Liquor Permit Required)
☐ Bonfire	☐ Cookout
☒ Vehicles On The Beach	☒ Temporary Structure (i.e.: Tent, Stage, Etc.) <u>Tents 10x10</u>
☒ Street Closure	☐ On-Site Medical Team/EMS
☐ Electricity	☐ Traffic/Crowd Control

Other _____

A map must be provided denoting all above referenced areas of activity. The appropriate attached forms must also be completed.

FEE SCHEDULE:

Special Event Permit Fee
Non-Profit Activities

\$20.00 Type 1 Events, \$50.00 Type 2 Events, \$500.00 Type 3 Events
No Fee Upon Proof Of Non-Profit Status

The City Administration reserves the right to require a two (2) weeks notice for all special events request. If City Commission approval is required four (4) weeks notice is required for agenda placement. This application along with any other required information must be submitted to the Community Development Department for review. Applications must be approved by all affected departments prior to final approval. Any stipulations required by the City Manager, City Staff and/or City Commission shall be met.

I hereby certify that I/we will be responsible for the preservation, sanitation and cleanup of the areas used for the special event. Additionally, I/we certify that there are no misrepresentations in the foregoing statements and answers.

Kathi Hansen VP CABA
Applicant Signature

3-16-11
Date



REQUEST FOR CITY CO-SPONSORSHIP (Resolution 92-16)

If you are requesting a street closure, you are requesting co-sponsorship. Please turn in your application materials 45 days prior to the event so that the request can be placed on the City Commission agenda.

Co-Sponsorship: An agreement entered into by the City of St. Pete Beach with an entity to provide money, services, or supplies to help promote and implement a program or event.

Your request will be placed on the City Commission agenda for consideration of co-sponsorship. The sponsoring entity shall be notified of the decision of the City Commission by the City Clerk. Once approved for co-sponsorship for moneys, supplies or services, you will be required to submit a financial statement, (a final statement of expenditures and revenues), for the event to the City Manager within thirty (30) days of the conclusion of the program or event.

Name of Applicant: Sunset Celebration on Corey Avenue
 Description of Event: Celebration with street closure for local vendors, foods, music. 2nd + 4th Friday of April month. To grow our 'celebrate fridays' event.

Are you requesting:

1. Money? Yes ☐ No ☒ Amount requested _____
2. In-kind services? Yes ☐ No ☐
3. City supplies? Yes ☐ No ☒
4. Describe services/supplies requested: Is this event sponsored by a charitable or non-profit organization?
permission to block street CABA

If yes, what is the name of the charity or non-profit organization?

CABA

(A letter of authorization is required from the charitable/non-profit organization).

Is this fund-raiser for the non-profit organization? If yes, proof of a permit from the Department of Consumer Protection is required.

Not A fundraiser but partial proceeds from vendors will go to CABA for advertising costs

What percent of the gross proceeds will go to the non-profit organization?

Are you receiving funding from other sources? If yes, who?

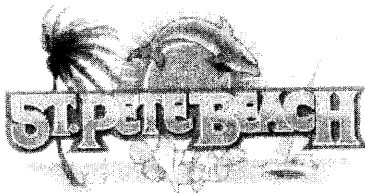
Do you presently have any outstanding balances due to the City of St. Pete Beach? If yes, describe _____

Will this be an annual event? Yes ☐ No ☐ monthly hope to start in
 Will this event be recurring later this year? Yes ☐ No ☐ 2nd + 4th Friday April
 If yes, when? _____

Will this event will be open to the public? Yes ☒ No ☐
 If yes, how will it be advertised? media - posters - online

How will this event benefit the residents of St. Pete Beach?

residents for something to do evenings in the downtown Area



TEMPORARY STRUCTURE PERMIT APPLICATION

COMPLETE AND RETURN TO:

St. Pete Beach Fire Department
7301 Gulf Blvd.
St. Pete Beach, FL 33706
(727) 363-9206 FAX: (727) 360-6744

Name of Event: Sunset Celebration on Corey Ave
 Date of Event: 2nd + 4th Fri ea Month Hours: 5/6 (AM/PM) to 9/10 (AM/PM)
 Event Location: Corey Ave Between Gulf Blvd + Blind Pass-d
 (Authorization is required from the property owner)
 Event Coordinator/Applicant: KATH. Hansen VPCABA Phone: 727-498-8728
 Organization: Corey Area Business Assoc
 Summary of Event Activities: Local vendors, food?, music - Corey Merchants
Open late also
 Estimated Attendance: ~200
 Type of Temporary Structure to be used (check one) Tent ☒ Stage ☐ Bleachers ☐ Other ☐ (description) 10x10
 What will the structure be used for? Vendors
 Will cooking be conducted in the structure? Yes: Maybe - (If yes, a separate outdoor cooking permit is required.)
 Who is supplying the structure? Vendors
 What is the structure constructed of? Nylon (If the structure is a tent, attach current Flame Spread Certificate)
 Does the tent have open sides? ☒ Yes ☐ No

GUIDELINES FOR TEMPORARY STRUCTURES

- Tents and air supported structures shall comply with requirements of FPC CH.39
- All structures must be accessible by Fire equipment, Structurally stable, and flame resistant
- There must be separate tents for cooking and dining. Over 100 people, provide emergency lighting
- Fire Extinguishers (approved) minimum 2A-10BC in each tent. 40BC for fat fryers
- Heat producing appliances shall not sit on combustible surface (tables, saw horses, etc.)
- Cooking vendor separation - minimum of 8 feet between vendors
- Electrical connections shall be only approved main disconnect panels; complete with circuit breakers and a limited number of receptacles (both 220 and 120 volt) available from the City Public Works Dept.
- Extension cords (temporary wiring) shall comply with NEC Article 305
- Each extension cord shall be plugged directly into an approved receptacle and shall, except for approved multiplying extension cords, serve only one appliance or fixture.
- Extension cords shall be in good condition without splices, deterioration, or damage.
- Extension cords shall be of grounded type when servicing grounded appliances or fixtures.
- Ground fault protection shall be provided to supply temporary power to equipment being used by personnel.
- Plans and necessary applications shall be submitted to the building department for electrical or gas installations. Permits shall be issued only to licensed contractors and limited to one of each per event.
- One EMS unit and one Fire Inspector may be required on site when 1,000 or more are expected to attend. Costs for these services will be billed to the sponsoring organization or promoter.

APPROVALS:

Building Department: _____ Date: _____
 Zoning Department: _____ Date: _____

(A map must be provided denoting all above referenced areas of activity. All temporary structures, and electrical supplies must be in accordance with the City of St. Pete Beach guidelines accompanying this application.)

DO YOU HAVE PROOF OF LIABILITY INSURANCE FOR THIS EVENT? Yes ☐ No ☐ If this event is to be held on Public Property, the City may require that a liability bond be posted to insure that no damage is done; the amount of which is to be determined by the City's Risk Management Officer according to the intensity of the event.

I HEREBY CERTIFY THAT I/WE WILL BE RESPONSIBLE FOR THE PRESERVATION, SANITATION, AND CLEANUP OF THE AREAS USED FOR THE EVENT. ADDITIONALLY, I/WE CERTIFY THAT THERE ARE NO MISREPRESENTATION IN THE FOREGOING STATEMENTS AND ANSWERS.

(Applicant) Kathi Hansen (Address) 350 Corey Ave (Phone) 727-498-8728

(Signature of Fire Marshal, Fire Chief, or his/her designee)

(Date)



SPECIAL EVENT OUTDOOR COOKING PERMIT APPLICATION

COMPLETE AND RETURN TO: St. Pete Beach Fire Department
7301 Gulf Blvd.
St. Pete Beach, FL 33706
(727) 363-9206 FAX: (727) 360-6744

Name of Event: SunSet Celebration On Corey Ave
Date of Event: 2nd & 4th Fridays 5/6 PM to 9/10 PM
Event Location: Corey Ave Between Blind Pass & Gulf Blvd
(Authorization is required from the property owner)

Event Coordinator Applicant: Kath Hansen Phone: 727-498-8778
Organization: Corey Area Business Assoc
Summary of Event Activities: Vendors, Music, Shopping Dining

Estimated Attendance: ~200

What cooking source will be used? Propane X Charcoal Electrical ? If we have food

GUIDELINES:

- Charcoal:**
If pit is used for cooking, a maximum of four (4) foot diameter is required.
Approved metal containers shall be provided for the disposal of coals and ashes.
- Propane:**
Listed outdoor cooking appliances shall be installed in accordance with their listing and the manufacturer's instructions.
Unlisted units shall be installed outdoors with clearances to combustible material of not less than 36 inches at the sides and back, and not less than 48 inches at the front.
Installation, testing, and replacement of gas piping, gas utilization equipment, or accessories shall be performed by only a qualified agency. Total product for the event shall be provided with an approved centrally located tank. *(No portable tanks.)*
Propane cookware must be inspected prior to approval.
Dry powder extinguisher (2A10BC) must be readily available at all times.
- Electrical:**
Approved main disconnect panels and all circuit breakers must comply with the National Electrical Code.

Plans and necessary permit applications shall be submitted to the building department for electrical or gas installation. Permits shall be issued only to licensed contractors and limited to one of each per event. *NOTE: Some companies offer these services at no cost to non-profit charity events.*

One EMS unit and one Fire Inspector may be required on site when 1,000 or more are expected to attend. *(Costs for these services will be billed to the sponsoring organization or promoter.)*

APPROVALS:

Building Department: _____ Date: _____

Zoning Department: _____ Date: _____

DO YOU HAVE PROOF OF LIABILITY INSURANCE FOR THIS EVENT? Yes No If this event is to be held on Public Property, the City may require that a liability bond be posted to insure that no damage is done; the amount of which is to be determined by the City's Risk Management Officer according to the intensity of the event.

I HEREBY CERTIFY THAT I/WE WILL BE RESPONSIBLE FOR THE PRESERVATION, SANITATION, AND CLEANUP OF THE AREAS USED FOR THE EVENT. ADDITIONALLY, I/WE CERTIFY THAT THERE ARE NO MISREPRESENTATION IN THE FOREGOING STATEMENTS AND ANSWERS.

Kath Hansen 350 Corey Ave 727-498-8778
(Applicant) (Address) (Phone)

(Signature of Fire Marshal, Fire Chief, or his/her designee)

(Date)

Sunset Celebration on Corey Ave Downtown St Pete Beach

The merchants of Corey Ave have been holding "Celebrate Last Friday" for about 2 years. Stores stayed open until 8pm offering refreshments, door prizes, wine tastes & Music on the sidewalks. It has been a fun + in most cases a profitable one, for the merchant, plus, bringing great exposure to the area.

We would like to build on this event with a larger venue. Now that St Pete Beach has been promoted "The Sunset Capital of Florida" we thought holding 2 events per month, hence the 2nd & 4th Fridays with a "Sunset Celebration on Corey Ave."

We are working with Suzanne King, SIK Promotions Inc, to arrange vendors and music. She is known for 'Gulfport Art Walks'

Geckofest and John LeVique Days,
She will organize the vendors,
Collect fees, if any, And run the
event. If there are fees charged
the money will be split to pay
Suzanne, music + then CABA
for advertising + promotion

We ask for Corey Ave to be
blocked between Gulf Blvd
& Blind Pass Rd leaving the
south side of Corey open for
traffic to Lemon Tree spa +
Wachovia Bank Drive-Thru.

If this event would turn out to
be a huge success we may in
the future ask to block
Blind Pass from alley to Alley
of 73rd Ave & 75th Ave.

Our hopes is to provide a
fun evening for locals +
tourists on Corey and to extend
a few hours longer for restaurant
+ Bars that stay open later

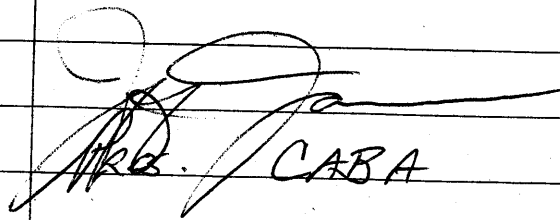
than 8pm. Unfortunately for Corey, once our events are over the street clears out and leaves a desolate feeling for our business that stay open late. We also feel this would help Corey in a sense that people are out & about and would help keep later evening/night life safer for all.

We would like to do this year-round (weather permitting, of course). CABA has yellow barricades & orange cones to use for street closure. We would also make sure area is clean before next business day. Additional electricity, port-A-lets and security will be address if & when needed.

We would also let the City and/or Community Center set up a booth for promoting city events at no charge.

Thank you! And we do
appreciate all that is done
for our downtown core area

Kathi Hansen
V.P. CABA

 (JEFF JANSON)
MR. CABA

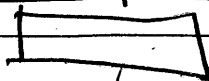
First Event
April 8th

W

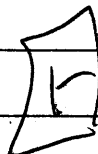
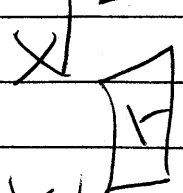
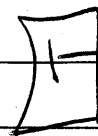
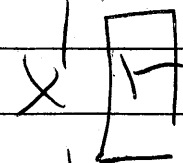
T = Tents
X = Blocked off

Gulf Blvd

Lemon Tree
Spot



X X X X



X



Drive Thru
Baiting

W Acheva

X X X X



Music

X X X X

Blind Pass

Sidewalk

possible
part of lot
could locate
network parking

350
over

Portalet