



COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue

Tuesday, February 28, 2012

6:00 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** - Presentations shall be limited to 5 minutes for non-city government related items – **None for this Agenda**
3. **Audience Comments** - Comments shall be limited to 3 minutes per person to issues not on the agenda.
4. **Consent**
 - a. **Approval of minutes for the City Commission Regular Meeting of February 14, 2012.**
 - b. **Cancellation of the March 13, 2012 City Commission meeting**

- c. **Authorize the City Manager to enter into a Memorandum of Understanding (MOU) with Suntan Arts for use of the City's Don Vista building.**
 - d. **Authorize the City Manager to enter into a purchasing agreement with Otis Elevator Company in the amount of \$6,984 per year for a three year elevator service maintenance contract.**
 - e. **Approve the request from the Gulf Beach Historical Museum to close 10th Avenue from Gulf Way to Pass-A-Grille Way on 3/3/12 for the Island Festival.**
 - f. **Approve the request from Corey Area Business Association to close the 400 block of Corey Ave on 3/31/12 – 4/1/12, 6/2/12 – 6/3/12, and 12/1/12 – 12/2/12 for the Corey Avenue Art and Craft Shows.**
- 5. **Action Items**
 - a. **Authorization to release shade meeting transcripts from the mediation in the Kadoura/Pyle cases.**
 - b. **Appointment to the Firefighters' Pension Board of Trustees**
 - c. **Appointment to the General Employees' Pension Board of Trustees**
 - d. **Appointment to the Police Officers' Pension Board of Trustees**
- 6. **Ordinances**
 - a. **Ordinance 2012-04, Final Reading and Public Hearing, an Ordinance of the City of St. Pete Beach, Florida providing for an amendment of the Appendix A Fee Schedule as referenced in Section 82-205 of the code of ordinances, as set forth in Attachment A to this ordinance pertaining to the hourly coin operated meter rates; providing for severability; providing for the repeal of ordinance or parts of ordinances in conflict herewith to the extent of such conflict, and providing for an effective date.**
- 7. **Resolutions – None for this Agenda**
- 8. **Items for Discussion – None for this Agenda**
- 9. **City Manager, City Attorney and City Commission Reports**
- 10. **Adjournment**

APPEAL

If a person decides to appeal any decision made at this meeting, they will need a record of the proceeding and, for such purpose, may need to ensure that a verbatim record of the meeting 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.

AMERICAN DISABILITIES ACT

In Accordance with the American's with Disabilities Act and F.S. 286.26, persons with disabilities needing special accommodations to participate in this meeting should contact City Hall at (727) 367-2735 no later than (4) days prior to the meeting for assistance.

The public is cordially invited to attend. All agenda material is available for review at City Hall.

CITY COMMISSION MEETING

MINUTES

February 14, 2012

6:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENT:

Steve McFarlin, Mayor
Beverly Garnett, Vice Mayor
Al Halpern, Commissioner
Jim Parent, Commissioner
Marvin Shavlan, Commissioner

ALSO PRESENT:

Mike Bonfield, City Manager
Mike Davis, City Attorney
Rebecca C. Haynes, City Clerk
Catherine Hartley, Senior Planner
Dan O'Connor, Administrative Services Supervisor
David Romine, Police Chief

Installation of District #3 Commissioner

Commissioner Marvin Shavlan was sworn in as the District #3 Commissioner by City Clerk Haynes. Commissioner Shavlan gave a brief speech concerning the election and thanked his many volunteers and supporters.

1. Changes to the Agenda

City Manager Bonfield requested to add a proclamation for the Sertoma organization.

Commissioner Parent requested that a discussion of LED signs also be added to the agenda.

Commissioner Shavlan requested adding a brief discussion of the Comprehensive Plan.

2. Presentations

Mayor McFarlin read a proclamation celebrating Sertoma's 100th Anniversary and proclaimed April as the "SERvice TO MAnkind" month.

3. Audience Comments

Rosemary Manning, 200 1st Avenue, commented on the slow pace of the FDOT work along Gulf Boulevard. Ms. Manning agreed with Commissioner Shavlan that we should discuss and aggressively pursue the current Comprehensive Plan.

Glenn Hanna, Pass-a-Grille Community Church, requested special consideration to allow a sign celebrating the 100th Anniversary of the community and the church.

Keith Hammelman, Pastor and Chaplain, reiterated Mr. Hanna's request to approve the 100th Anniversary signage and waiver of any fees.

City Manager Bonfield agreed to look into the signage issue further and report his finding at the next Commission meeting. All Commission members stated that they would be in favor of allowing a variance for the church's request.

4. Consent

- a. Approval of minutes for the City Commission Regular Meeting of January 24, 2012.
- b. Authorize the City Manager to enter into a purchasing agreement with C-Scape Construction, Inc., for seawall repairs at the 20th Ave street-end in the amount of \$21,500.
- c. Authorization for the City Manager to sign a work assignment proposal from CardnoTBE in the amount of \$10,000 for geotechnical investigation, analysis and construction estimates for Gulf Winds Dr.
- d. Ratification of City Manager's decision to enter into an agreement with the St. Petersburg Opera Co. in the amount of \$10,465 for the 2012 Beach Goes Pops event.
- e. Approve the request from the Veterans of South Pinellas County Inc. to close 9th Ave to traffic from 6pm Friday, March 30th until 4pm Saturday, March 31st 2012.
- f. Special Event Request: Partial closure of Corey Circle and permission to serve alcohol within the public right of way (Corey Circle).

Commissioner Shavlan moved to approve all Consent Agenda Items (a) through (f). The motion was seconded by Commissioner Parent.

Mayor McFarlin called for audience comments.

Harry Metz, 504 Pass-a-Grille Way, described the details of the 2nd Annual Pancake Breakfast Fundraiser and requested approval of the closure of 9th Avenue from 6:00 p.m. on March 30th through 4:00 p.m. on March 31st.

Sgt. Major Gary Litrell, explained the two organizations that will benefit from the fundraiser proceeds.

Don (last name inaudible), discussed our veterans who have benefitted from the fundraiser proceeds.

The motion was approved by unanimous roll call vote.

5. Action Items

- a. City Manager merit pay increase

Mayor McFarlin and each Commissioner commented on City Manager Bonfield's performance and stated that they are in favor of the proposed merit pay increase.

Commissioner Parent moved to approve Action Item 5(a), to grant a merit pay increase of 2% to City Manager Mike Bonfield. The motion was seconded by Vice Mayor Garnett and unanimously approved by roll call vote.

6. Ordinances

- a. Ordinance 2012-03, Final Reading and Public Hearing, providing for amendments to the Code of Ordinances as it relates to fees; pertaining to fees for applications for development, wastewater and fire applications for services, as well as for cost recovery for providing public records; 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.

City Manager Bonfield gave an overview of the proposed ordinance that provides for updated sewer rates, connection fees and administrative costs. The rates allow for cost recovery and do not generate any revenue.

Commissioner Halpern moved to approve Item 6(a), Ordinance 2012-03, Final Reading and Public Hearing, providing for amendments to the Code of Ordinances as it relates to fees; pertaining to fees for applications for development, wastewater and fire applications for services, as well as for cost recovery for providing public records; 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 Vice Mayor Garnett and unanimously approved by roll call vote.

- b. Ordinance 2012-04, First Reading and Public Hearing, an ordinance of the City of St. Pete Beach, Florida providing for an amendment of the Appendix A fee schedule as referenced in Section 82-205 of the code of ordinances, as set forth in attachment A to this ordinance pertaining to the hourly coin operated meter rates; providing for severability, providing for the repeal of ordinance or parts of ordinance in conflict herewith to the extent of such conflict and providing for an effective date.

City Manager Bonfield explained that this ordinance brings all City meters to a cost of \$1.50 per hour.

Vice Mayor Garnett moved to approve Item 6(b), Ordinance 2012-04, First Reading and Public Hearing, an ordinance of the City of St. Pete Beach, Florida providing for an amendment of the Appendix A fee schedule as referenced in Section 82-205 of the code of ordinances, as set forth in Appendix A to this ordinance pertaining to the hourly coin operated meter rates; providing for severability, providing for the repeal of ordinance or parts of ordinance 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.

7. Resolutions

- a. Resolution No. 2012-01, accepting the January 31, 2012 Election Results

Commissioner Parent made a motion to approve Resolution 2012-01, 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 January 31, 2012. The motion was seconded by Vice Mayor Garnett and unanimously approved by roll call vote.

8. Items for Discussion

- a. Public Nuisance provisions in City Code

Commissioner Parent requested that the Commission considers adopting new noise and other public nuisance abatement procedures. Discussion of the complaints and the difficulty to establish measurable nuisance standards took place among the Commission members.

- b. LED signs

Commission Parent recommended drafting a meaningful LED sign ordinance. He would like to see a moratorium on LED signs until the research can be done and an ordinance is written.

After discussion, it was the consensus of the Commission to draft an LED ordinance rather than a moratorium ordinance.

Senior Planner Hartley recommended that the most practical solution is to control the percent of ambient light during specific hours of the day. Ms. Hartley will return to the Commission with recommendations on drafting an LED ordinance.

c. Comprehensive Plan

Commissioner Shavlan requested that a brief presentation of the Comprehensive Plan take place at the beginning of each Commission meeting.

A discussion was held among the Commissioners.

Mayor McFarlin called for audience comments.

Carol Walker, 5396 Gulf Blvd, stated that many residents do not have access to the internet or Channel 615, and they are also confused about the couplet.

City Manager Bonfield and Senior Planner Hartley will work on the specifics and return to the Commission with recommendations on how to provide comp plan information.

9. City Manager, City Attorney and City Commission Reports

City Manager Bonfield noted the Runoff Election is Tuesday, March 13th for District One. He noted that the Kiwanis Mardi Gras will be held behind The Alden Hotel on Saturday, February 18th and Sunday, February 19th, and that a car show will be held on East Corey Avenue on Sunday, February 19th. Mr. Bonfield informed the Commission that five candidates were interviewed for the Community Development Director position on Monday, February 13th. He reported that sewer and paving work is currently underway at several locations in the City. City Manager Bonfield noted the Bayway Bridge project has begun and we will see increased activity. He reported that every Thursday morning from 9:00-10:00am, the Florida Department of Transportation will hold a public meeting in the Shopper's Village to discuss road work issues. The downtown traffic study is rescheduled to March 22nd at the Community Center. Mr. Bonfield stated that the car charging stations are cost prohibitive to put out on Corey Avenue, so they will be installed at City Hall and/or the Recreation Center. The next City Commission meeting will include appointments to the Pension Boards, the award of bid for the storm water master plan consultant services, approval of the 20th Avenue restoration, a Merry Pier amendment, cancellation of the March 13th Commission meeting and the final reading of the parking fees ordinance.

City Attorney Mike Davis gave a brief update on both Coconut Inn cases.

Vice Mayor Garnett explained that the Merry Pier sub-lease request is concerning a new produce market. She commended the workers at the 20th Avenue lift station and thanked Terry at Rip Tides for inviting her to participate in their chili contest on Super Bowl Sunday. Ms. Garnett reminded everyone that the next "Lights on 8th" celebration is tentatively scheduled for Saturday, May 12th and the "100 Artists Show" is this Sunday, February 19th in Horan Park. The Vice Mayor asked everyone to support our local merchants.

Commissioner Shavlan reported that the Lido homeowner meeting is this Thursday, February 16th at 6:00 p.m. in Lido Park. He provided an update on the Lido exercise equipment and thanked the Commission for their assistance with the equipment.

Commissioner Parent mentioned that the first "Music in the Park" event was a huge success and thanked the City Staff and the Friends of St. Pete Beach for their participation. He passed out photos of signs nailed to palm trees and noted that this is a code violation. Mr. Parent reported his next open house is scheduled on February 29th from 6:30 – 8:00 p.m. at the library and encouraged everyone to look at a new Pinellas County website, Find the Fun Now, which highlights events taking place in different neighborhoods. Commissioner Parent reported that he enrolled in a glass-making class at the Suntan Art center and apologized for not bringing in the piece he created to show the members.

Commissioner Halpern pointed out that the Corey Avenue Market and Corey Fresh Market this weekend will include the "Rocketship Car" and that there will be a motorcycle poker run on Saturday.

Mayor McFarlin thanked the Police, Fire and Public Services Department staff members for their assistance with the Gulf Boulevard crosswalk in front of the 711 store.

10. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 8:07 p.m.

Rebecca C. Haynes, City Clerk

Steve McFarlin, Mayor

Minutes approved on: _____

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

Issue Considered: Cancellation of the March 13, 2012 City Commission meeting

Date: February 28, 2012

Prepared By: Michael P. Bonfield, City Manager MB

Summary of Issue: The first City Commission meeting in March is scheduled for the same day as the runoff election for District One Commissioner; therefore, staff recommends cancelling the meeting.

Requested Motion: "I move to approve the cancellation of the March 13, 2012 City Commission meeting."

Attachments: N/A

St. Pete Beach City Commission
Agenda Report

Issue Considered: Authorize the City Manager to enter into a Memorandum of Understanding (MOU) with Suntan Arts for use of the City's Don Vista building.

Date: 02/28/12

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: The City cut the Arts Coordinator and Recreation Assistant positions a couple of years ago. These two (2) positions used to staff the Don Vista and cost the City just over \$100,000 per year in wages and benefits. Working closely with Suntan volunteers we have been able to keep the Don Vista building open and operating at the same level of service if not better. They pay the operating costs of the building (e.g. telephone, elevator, cleaning, etc.) and give us a percentage of the sales, rentals and classes. They continue to rent the patio every weekend at the beach concession stand and the City gets 50% of these rental fees. They now rent Horan Park on Sundays for a market and we get this revenue now as well. This year they also took it upon themselves to create the mosaic mural on the Don Vista building. The City of Largo just spent \$100,000 for their mosaic mural. As you know ours was an all-volunteer effort at no cost to the City. If you add all these things up we think it makes good sense to continue this partnership, keep the Don Vista building open, generate some revenue, and keep the arts alive in the City.

Requested Motion: "I move to authorize the City Manager to enter into a Memorandum of Understanding (MOU) with Suntan Arts for use of the City's Don Vista building.

Attachments: Suntan MOU 2012-13

Reviewed by
City Manager: MB

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF ST. PETE BEACH

AND

SUNTAN ART CENTER

A STATE OF FLORIDA 501(c)(3) NOT FOR PROFIT ORGANIZATION

**AN AFFILIATION TO CONTINUE TO BRING ART INSTRUCTION TO
THE CITIZENS OF THE CITY OF ST. PETE BEACH
Effective January 1, 2012**

PURPOSE

The City of St. Pete Beach (City) has a long history of support for the artistic endeavor. Since 1981 the City has furnished space to local arts groups for the purpose of pursuing the creative urges of those individuals interested in exploring and perfecting their talents and education in all media. In doing so, the City has assisted in strengthening and broadening the arts in our community and the surrounding area. Numerous artists and related arts industry notables now call St. Pete Beach their place of primary residence. With its pristine beaches, relaxed lifestyle and artistic penchant, the arts community have found an enlightened City willing to assist in the cultivation of those cultural attributes that make "The Beach" a better place to live.

This Memorandum of Understanding (MOU) between the City and the Suntan Art Center (Suntan) is to define and continue the successful working relationship between the two parties, their staff and members. The City and Suntan think this affiliation is essential for the enhancement, maintenance and purveyance of the arts, art instruction and history of the arts in the St. Pete Beach area.

SUNTAN RESPONSIBILITIES

1. Continue to provide staffing, both volunteer and paid, to keep the Don Vista open to the public daily, a minimum of 35 hours weekly, Monday through Friday, 9:00 AM- 4:00 PM.
2. Continue to provide custodial services and maintain the premises in an acceptable fashion.
3. Continue to pay operating expenses of the Don Vista, e.g. telephone and internet services, including all non-structural costs of the interior maintenance and operation of the building with the exception of capital expenses and repairs.
4. Continue to assume the Don Vista share of the routine maintenance and inspection costs covered by blanket City agreements, e.g. elevator maintenance, pest inspection/treatment, fire alarm and fire equipment inspection as well as the electrical and water expenses.
5. Continue to maintain and pay for repairs to the glass and clay kilns.

6. Continue to provide and expand art and recreational classes for all members of the community wishing to enroll. Suntan will be responsible for identifying and contracting with individual instructors for all such classes. Each instructor will receive 75% of fees paid for their classes on a monthly basis and remit 25% to Suntan monthly. Suntan Art Center will retain 12.5% of class fees and forward 12.5% of class fees monthly to the City. Payment will be made no later than the 10th of the month following.
7. Continue to host special art related workshops. Suntan will remit to the City 15% of net revenues from these special workshops.
8. Continue to manage all room rentals at the Don Vista, subject to the guidelines of the City. Suntan will remit to City 25% of net revenues from room rentals.
9. Continue to increase the visibility of the Don Vista by occasionally hosting outside organization's special art exhibits and joint exhibitions with Suntan and other organizations. Suntan will remit to the City 25% of any rental fees paid by these organizations to utilize gallery space.
10. Continue to sell artwork items produced by Suntan members and students. All arts and crafts items must be of quality workmanship and displayed in a professional manner. Suntan will pay the City 15% of all sales on the premises of the Don Vista.
11. Continue to provide copies of accounting documents when requested by the City to verify the financial terms of this MOU are being met.
12. Continue to meet the City's liability insurance requirements and provide copies of applicable insurance documents to the City.
13. Continue to hold monthly member exhibitions, member featured artist shows, and annual open art exhibitions, utilizing all gallery and wall hanging space. Suntan will be responsible for hanging and/or display of these exhibitions.
14. Continue to display within Suntan promotional materials a schedule of appropriate and relevant City classes, functions, and events.
15. Complete the installation of the Mosaic Mural public art project on the Don Vista and assume all maintenance and repair costs.

CITY RESPONSIBILITIES

1. Continue to allow Suntan to utilize the Don Vista with the goal of strengthening and broadening the arts in the City and surrounding area.
2. Continue to maintain the structural aspects of the Don Vista (including mechanical, electrical and plumbing systems).
3. Continue to provide solid waste collection.
4. Not remove any tables, chairs, office furniture, art hanging systems, kilns, easels, whiteboards or other equipment from the Don Vista necessary for the conduct of Suntan classes, receptions or exhibitions. All equipment purchased by or donated to Suntan will remain the sole property of Suntan.
5. Continue to display within City promotional materials a schedule of appropriate and relevant Suntan classes, functions, and events.
6. When possible give priority consideration and preferential rate reduction for any additional art exhibitions, openings or meetings that Suntan would like to schedule at other City facilities, e.g. 100 Artist Show and Sunday Morning Market.
7. Provide one point of contact to mutually agree on record requirements. This contact will also receive funds from Suntan and act as financial liaison between Suntan and City.

AMENDMENTS AND REVIEW

This Agreement shall be considered subject to revision and can be amended, extended, or modified by the mutual written concurrence of the participating signatories.

PROJECT ANNEX PROVISION

Whenever more than the exchange of technical information or visits is planned, such activity will be described in an Annex to this MOU, which will set forth, in terms appropriate to the activity, an implementation plan, technical requirements, and other responsibilities, obligations, or conditions not addressed in this MOU. If the activity requires or involves funding arrangements between the parties or with other groups, such funding arrangements shall be set forth in separate funding agreements and/or contracts, subject to the availability of funds and in accordance with applicable laws and regulations.

OTHER PROVISIONS

1. Use of the Don Vista by the City and Suntan shall be consistent with and not violate any regulations, covenants, restrictions, or conditions imposed on its use by the United States Department of Interior, the State of Florida Division of Cultural Affairs, or the City of St. Pete Beach.
2. The City will coordinate all communications between the parties to this agreement and the State of Florida and the United States Department of the Interior.
3. For the purposes of this agreement and in recognition of Suntan's public address as located in the City of St. Pete Beach, Suntan Art Center members are considered City of St. Pete Beach residents and can participate in cultural and recreation activities as residents.
4. This agreement covers the relationship solely between the two parties above. Involvement in the building by other groups, organizations and individuals will be addressed only through the City pursuant to separate operating agreements. This MOU is not intended to exclude additional affiliations.
5. Nothing herein intentionally conflicts with current directives or the applicable laws of any of the parties entering this agreement. If the terms of the agreement are inconsistent with existing directives or with the applicable laws of any of the parties entering the agreement, then those parts of this agreement that are determined to be inconsistent shall be invalid. The remaining terms and conditions of this agreement not affected by any inconsistency shall remain in full force and effect.
6. Should disagreement arise about the interpretation of the provisions of this agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be reduced to writing by each party and presented to the other parties for consideration at least thirty (30) working days prior to forwarding the areas of disagreement to respective higher officials for appropriate resolution.

TERMS OF THE AGREEMENT

This agreement will be in effect for a period of two (2) years from its effective date.

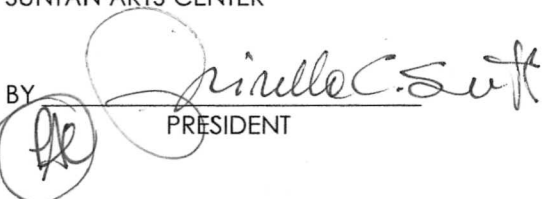
SIGNATORIES:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

SUNTAN ARTS CENTER

CITY OF ST PETE BEACH, FLORIDA

BY


PRESIDENT

CITY MANAGER

APPROVED AS TO FORM

ATTEST

CITY ATTORNEY

CITY CLERK

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF ST. PETE BEACH

AND

SUNTAN ART CENTER

A STATE OF FLORIDA 501(c)(3) NOT FOR PROFIT ORGANIZATION

**AN AFFILIATION TO BRING ART INSTRUCTION TO
THE CITIZENS OF THE CITY OF ST. PETE BEACH
Effective ~~October 1, 2009~~ January 1, 2012**

PURPOSE

The City of St. Pete Beach (City) has a long history of support for the artistic endeavor. Since 1981 the City has furnished space to local arts groups for the purpose of pursuing the creative urges of those individuals interested in exploring and perfecting their talents and education in all media. In doing so, the City has assisted in strengthening and broadening the arts in our community and the surrounding area. Numerous artists and related arts industry notables now call St. Pete Beach their place of primary residence. With its pristine beaches, relaxed lifestyle and artistic penchant, the arts community have found an enlightened City willing to assist in the cultivation of those cultural attributes that make "The Beach" a better place to live.

This Memorandum of Understanding (MOU) between the City and the Suntan Art Center (Suntan) is to define and continue the successful working relationship between the two parties, their staff and members. The City and Suntan think this affiliation is essential for the enhancement, maintenance and purveyance of the arts, art instruction and history of the arts in the St. Pete Beach area.

~~This Memorandum of Understanding (MOU) between the City of St. Pete Beach (SPB) and the Suntan Art Center (Suntan) is being revised for the purpose of better defining the working relationship between the two parties, their staff and members. The City and Suntan feel this affiliation is essential for the enhancement, maintenance and purveyance of the arts, art instruction and history of the arts in the St. Pete Beach area.~~

~~Suntan Art Center and the City of St. Pete Beach have jointly offered local residents the opportunity to freely produce creative projects for their self fulfillment and public display. Through this MOU, the City and Suntan wish to formalize Suntan's increased commitment to maintaining the historical Don Vista building as a growing community arts center for the residents of the City of St. Pete Beach.~~

~~BACKGROUND AND SCOPE OF THE AFFILIATED ORGANIZATIONS ARTS RELATED MISSIONS~~

~~The City of St. Pete Beach has a long history of support for the artistic endeavor. Since 1981 the City has furnished space to local arts groups for the purpose of pursuing the creative urges of those individuals interested in exploring and perfecting their talents and education in all media. In doing so, the City has assisted in strengthening and broadening the arts in our community and the surrounding area. Numerous artists and related arts industry notables now call St. Pete Beach their place of primary residence. With its pristine beaches, relaxed lifestyle and artistic penchant, the arts community have found a sympathetic government entity willing to assist in the cultivation of these cultural attributes that make "The Beach" a better place to live.~~

~~Suntan Art Center was founded by 20 local artists and arts lovers in 1963 at which time it was incorporated as a Not-For-Profit, 501(c)(3) corporation, through the State of Florida. The fledgling group first met in St. Pete Beach at 348 Corey Avenue and had its first members show in 1964 on Gulf Blvd (on the property that is now the Silas Dent's Restaurant). For 16 years the organization had no permanent home for its members to express and show their art. Suntan Art Center members taught classes in painting and other visual arts media from 1965 on, always in the St. Pete Beach area. In 1981, the City of St. Pete Beach provided the Suntan Art Center space in the garage portion of the Don Vista Building in exchange for remodeling, teaching classes and \$5.00 per member annually. Over time, Suntan's membership grew to over 250 members. In 1994, the organization began to publish an arts newsletter that many in the community can now enjoy, either through membership in the organization or by viewing it at the Suntan web site. In 1999, Suntan expanded its programs to include summer arts education for children. In 2000, Suntan applied for and received a historical grant to investigate the renovation of the Don Vista building. In 2003 because the City was about to embark on a \$600,000 renovation of the Don Vista Building, the organization moved its office, gallery and gift shop to space it rented in the neighboring City of Treasure Island.~~

~~Once the renovation and restoration project was completed in October, 2005, the City of St. Pete Beach and the Suntan Art Center reestablished their affiliation, bringing quality arts education and opportunities for artistic expression back to the citizens of St. Pete Beach and surrounding area through classes, workshops, demonstrations and emerging artist sales at the Don Vista Building. Suntan wishes to initiate a mentoring program for youth, furthering their artistic talents and offering an annual scholarship to be awarded to an aspiring young artist. Suntan recognizes that the City has the same interest and will work with the City in instituting these and other arts programs to the best of its ability.~~

~~In the face of continuing budget shortfalls, the City of St. Pete Beach is forced to reduce its support to the St. Pete Beach Cultural Arts Center at the Historic Don Vista Building by eliminating the arts related professional hired to manage the building, eliminating hours of City funded operation of the Don Vista and some contractual support of the historic building. Suntan Art Center agrees to fill this void and to assume a greater role in the operation, maintenance and expense of the Don Vista Building, to the best of its ability.~~

~~COOPERATIVE ACTIVITIES~~

~~Working cooperatively with the City, Suntan Art Center will provide part time personnel to insure the continued availability of the Don Vista to Suntan members, other artists, residents of St. Pete Beach and the general public. Suntan Art Center members will provide volunteer and part time personnel to insure the Don Vista is open for normal operating hours.~~

~~Custodial services in the building will be performed by Suntan.~~

~~A City employee and a designated Suntan representative will work together to develop and maintain a master arts calendar for St. Pete Beach and Suntan.~~

~~Suntan Art Center will:~~ SUNTAN RESPONSIBILITIES

1. Continue to provide staffing, both volunteer and paid, to keep the Don Vista open to the public daily, a minimum of 35 hours weekly, Monday through Friday, 9:00 AM- 4:00 PM.
2. Continue to provide custodial services and maintain the premises in an acceptable fashion.
3. Continue to pay operating expenses of the Don Vista, e.g. telephone and internet services, including all non-structural costs of the interior maintenance and operation of the building with the exception of capital expenses and repairs.
4. Continue to assume the Don Vista share of the routine maintenance and inspection costs covered by blanket City agreements, e.g. elevator maintenance, pest inspection/treatment, fire alarm and fire equipment inspection as well as the electrical and water expenses.
5. Continue to maintain and pay for repairs to the glass and clay kilns.
6. Continue to provide and expand art and recreational classes for all members of the community wishing to enroll. Suntan will be responsible for identifying and contracting with individual instructors for all such classes. Each instructor will receive 75% of fees paid for their classes on a monthly basis and remit 25% to Suntan monthly. Suntan Art Center will retain 12.5% of class fees and forward 12.5% of class fees monthly to the City. Payment will be made no later than the 10th of the month following.
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14. Continue to display within Suntan promotional materials a schedule of appropriate and relevant City classes, functions, and events.
15. Complete the installation of the Mosaic Mural public art project on the Don Vista and assume all maintenance and repair costs.

~~A. Assume a greater portion of the operating expenses of the Don Vista including all non-structural costs of the interior maintenance and operation of the Don Vista building, effective October 1, 2009, with the exception of capital expenses and repairs. Suntan will assume the Don Vista share of the maintenance and inspection costs covered by a blanket contract negotiated by the City, i.e., elevator, pest inspection/treatment, fire alarm and fire equipment inspection as well as the electrical and water expenses.~~

~~B. — Contract with and pay for any security systems installed at the Don Vista.~~

~~C. — Provide staffing, both volunteer and paid, to keep the Don Vista open to the public daily, a minimum of 35 hrs weekly, Monday through Friday, 9:00 AM– 4:00 PM.~~

~~D. — Continue to provide and expand art and recreational classes for all members of the community wishing to enroll. Suntan will be responsible for identifying and contracting with individual instructors for all such classes. Each instructor will receive 75% of fees paid for their classes on a monthly basis and remit 25% to Suntan monthly. Suntan Art Center will retain 15% of class fees and forward 10% of class fees monthly to the City. Payment will be made no later than the 10th of the month following.~~

~~E. — Continue to host special art related workshops. Suntan will remit to the City 10% of net revenues from these special workshops. Copies of accounting documents will be provided to the City as requested.~~

~~F. — Continue to hold monthly member exhibitions, member featured artist shows, and annual open art exhibitions, utilizing all gallery and wall hanging space. Suntan will be responsible for hanging and/or display of these exhibitions.~~

~~G. — Manage all room rentals at the Don Vista, subject to the guidelines of the City and the Department of the Interior. Suntan will remit to City 25% of net revenues from room rentals. Copies of accounting documents will be provided as requested.~~

~~H. — In an effort to increase the visibility of the Don Vista and the Suntan Art Center, Suntan may occasionally host outside organization's special art exhibits and joint exhibitions with Suntan and other organizations. Suntan will remit to the City 25% of any rental fees paid by these organizations to utilize gallery space. Suntan may also host an annual high school senior art students' exhibition. Suntan will remit to the City 10% of all sales made through such exhibitions.~~

~~I. — Sell artwork and arts and crafts items produced by Suntan members and students. All arts and crafts items must be of quality workmanship and displayed in a professional manner. Suntan will pay the City 10% of all sales on the premises of the Don Vista Cultural Art Center. Copies of accounting documents will be provided the City as requested.~~

~~J. — Be responsible for the installation of its own phone lines installed at the Don Vista for telephone and Internet connection. Suntan will be responsible for installation costs, monthly charges and any maintenance fees associated with the phone lines.~~

~~K. — Place an approved sign or plaque on the front and rear exterior of the building. This sign will be in keeping with the historic nature and the color scheme of the Don Vista. Pending all applicable permits, place an approved sign near Gulf Boulevard/Pass-a-Grille Way to announce and promote events in the Don Vista to the surrounding community. Such a sign would be constructed at Suntan's expense and meet the sign codes of City.~~

~~L. — Maintain the premises in an acceptable fashion.~~

~~M. — Maintain and pay for repairs to the glass and clay kilns.~~

The City of St. Pete Beach will: CITY RESPONSIBILITIES

1. Continue to allow Suntan to utilize the Don Vista with the goal of strengthening and broadening the arts in the City and surrounding area.
2. Continue to maintain the structural aspects of the Don Vista (including mechanical, electrical and plumbing systems).
3. Continue to provide solid waste collection.
4. Not remove any tables, chairs, office furniture, art hanging systems, kilns, easels, whiteboards or other equipment from the Don Vista necessary for the conduct of Suntan classes, receptions or exhibitions. All equipment purchased by or donated to Suntan will remain the sole property of Suntan.
5. Continue to display within City promotional materials a schedule of appropriate and relevant Suntan classes, functions, and events.
6. When possible give priority consideration and preferential rate reduction for any additional art exhibitions, openings or meetings that Suntan would like to schedule at other City facilities, e.g. 100 Artist Show and Sunday Morning Market.
7. Provide one point of contact to mutually agree on record requirements. This contact will also receive funds from Suntan and act as financial liaison between Suntan and City.

~~A. Not remove any tables, chairs, office furniture, art hanging systems, kilns, easels, whiteboards or other equipment from the Don Vista necessary for the conduct of Suntan classes, receptions or exhibitions. All equipment purchased by or donated to Suntan will remain the sole property of Suntan.~~

~~B. Maintain the structural aspects of the building (including mechanical, electrical and plumbing systems).~~

~~C. Continue to provide trash pick-up.~~

~~D. Through the Public Services Department continue to publish Suntan's schedule of classes in their recreational activity directory, The Wave. Suntan will continue to display within their promotional materials a schedule of appropriate and relevant City classes, functions, and events. Schedules shall clearly delineate sponsorship or informational sources.~~

~~E. Give priority consideration and preferential rate reduction for any additional Art Exhibitions, openings or meetings the Suntan Arts Center organization would like to schedule through staff at any other City of St. Pete Beach facilities.~~

~~F. Provide one point of contact to mutually agree on record requirements. This contact will also receive funds from Suntan and act as financial liaison between Suntan and City.~~

AMENDMENTS AND REVIEW

This Agreement shall be considered subject to revision and can be amended, extended, or modified by the mutual written concurrence of the participating signatories.

PROJECT ANNEX PROVISION

Whenever more than the exchange of technical information or visits is planned, such activity will be described in an Annex to this MOU, which will set forth, in terms appropriate to the activity, an implementation plan, technical requirements, and other responsibilities, obligations, or conditions not addressed in this MOU. If the activity requires or involves funding arrangements between the parties or with other groups, such funding arrangements shall be set forth in

separate funding agreements and/or contracts, subject to the availability of funds and in accordance with applicable laws and regulations.

OTHER PROVISIONS

- A. Use of the Don Vista building by the City and Suntan shall be consistent with and not violate any regulations, covenants, restrictions, or conditions imposed on its use by the United States Department of Interior, the State of Florida Division of Cultural Affairs, or the City of St. Pete Beach.
- B. The City will coordinate all communications between the parties to this agreement and the State of Florida and the United States Department of the Interior.
- C. – For the purposes of this agreement and in recognition of Suntan's public address as located in the City of St. Pete Beach, Suntan Art Center members are considered City of St. Pete Beach residents and can participate in cultural and recreation activities as residents.
- D. This agreement covers the relationship solely between the two parties above. Involvement in the building by other groups, organizations and individuals will be addressed only through the City pursuant to separate operating agreements. This MOU is not intended to exclude additional affiliations.
- E. Nothing herein intentionally conflicts with current directives or the applicable laws of any of the parties entering this agreement. If the terms of the agreement are inconsistent with existing directives or with the applicable laws of any of the parties entering the agreement, then those parts of this agreement that are determined to be inconsistent shall be invalid. The remaining terms and conditions of this agreement not affected by any inconsistency shall remain in full force and effect.
- F. Should disagreement arise about the interpretation of the provisions of this agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be reduced to writing by each party and presented to the other parties for consideration at least thirty (30) working days prior to forwarding the areas of disagreement to respective higher officials for appropriate resolution.

TERMS OF THE AGREEMENT

This agreement will be in effect for a period of two (2) years from its effective date.

SIGNATORIES:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

SUNTAN ARTS CENTER

CITY OF ST PETE BEACH, FLORIDA

BY _____
PRESIDENT

CITY MANAGER

APPROVED AS TO FORM

____—ATTEST

CITY ATTORNEY

CITY CLERK

St. Pete Beach City Commission
Agenda Report

Issue Considered: Authorize the City Manager to enter into a purchasing agreement with Otis Elevator Company in the amount of \$6,984 per year for a three year elevator service maintenance contract.

Date: 02/28/2012

Prepared By: Renee Cooper, CIP Construction Manager

Through: Steven J. Hallock, Public Services Director

Summary of Issue: Our previous contract for elevator service maintenance, with General Elevator, expired on January 31, 2012. An RFP was issued for a new elevator service contract. Bids were received on February 1, 2012 and the four qualified bidders are:

- Otis \$6,984
- Skykline \$7,092
- ThyssenKrupp \$8,040
- Schindler \$10,512

The lowest qualified bidder is Otis Elevator Company. Monthly elevator service, along with all required inspections, will be provided at City Hall, Public Services, Police Station, Community Center, Fire Station #23, and the Don Vista. The contract is a three year contract with an option to renew for two additional years.

Requested Motion: "I move to authorize the City Manager to enter into a purchasing agreement with Otis Elevator Company in the amount of \$6,984 per year for a three year elevator service maintenance contract."

Attachments: Purchasing Agreement

Reviewed by
City Manager: MB

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT
Elevator Maintenance Service
3 Year Contract

THIS AGREEMENT is hereby executed this 28th day of February, 2012, between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "CITY") and Otis Elevator Company (hereinafter "VENDOR"), as follows:

WHEREAS, City is desirous of purchasing from Vendor the goods or services described in this agreement; and

WHEREAS, Vendor is in the business of providing the goods or services described herein, and has submitted an appropriate proposal to the City to provide the same; and

WHEREAS, this agreement has been properly approved by the appropriate authority of the City and the Vendor.

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

1. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein.

2. Vendor shall deliver the goods, or provide the services, described herein no later than February 1st, 2015.

3. Time is of the essence in the performance of this contract. City shall be entitled to liquidated damages in the amount of \$ N/A per day, for each day subsequent to the date set forth in paragraph 2 hereof that Vendor has failed to properly and completely deliver all of the goods or provide all of the services herein specified. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty. Under no circumstances shall either party be liable for special, indirect, liquidated or consequential damages of any kind. Notwithstanding any other provision in the contract to the contrary, neither party shall be liable for any loss, damage or delay due to any cause beyond either party's reasonable control, including but not limited to acts of government, labor disputes, strikes, lock outs, theft, weather, natural or man-made disaster, civil commotion, mischief or act of God.

4. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor the sum of \$6,984, as full consideration for the goods or services provided hereunder.

5. Vendor fully warrants the title to any goods provided hereunder, and agrees to defend the same against all claims whatsoever. At the time of delivery, Vendor shall furnish to the City a bill of sale absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods specified herein.

6. Vendor expressly warrants that all goods delivered hereunder are of merchantable quality and fit for the purpose for which the City has purchased the same. Vendor further warrants that any defects in the goods shall be properly repaired by Vendor for a period of 18 months from final delivery, including all parts and labor associated with said repairs.

7. City reserves the right to reject any defective goods, notwithstanding City's payment of the purchase price provided herein.

8. Vendor fully warrants that all services provided hereunder have been provided in a good and workmanlike manner. Vendor guarantees said services for a period of 18 months from the date of final performance. Vendor shall provide all labor and materials necessary to repair any defective workmanship reported to Vendor within said guarantee period.

9. Vendor and all of Vendor's subcontractors shall maintain insurance as reflected in the attached insurance certificate and provide coverage up through and including the final performance of any services provided hereunder. Vendor shall present City with a certificate for all of the foregoing insurance, at the time of executing this agreement and at such other times requested by the City. Coverage will be on an occurrence basis and in accordance with the coverage limits outlined in the contract documents. Renewal certificates will be provided during the term of the contract. In lieu of naming parties as additional insured, such parties shall be named insured on an Owner's and Contractor's Protective (OCP) Liability policy with a limit of \$2,000,000. City shall maintain "All Risk" insurance upon the full value of the Work and material delivered to the job site, at no cost to Vendor.

10. In consideration of the payment of ten dollars as part of the above purchase price, Vendor shall indemnify, and hold the City harmless for losses due to personal injury, or property damage to the extent caused by Vendor's or Vendor's subcontractor's negligent acts or omissions, or the negligent acts or omissions of Vendor or Vendor's subcontractor's employees, agents and subcontractors during the performance of this contract, but not to the extent caused by others. Each party shall defend itself in the event of a lawsuit.

11. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Vendor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.

12. This document embodies the entire agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement may be modified only in writing executed by all parties. This agreement shall be construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida.

13. The prevailing party in any action to enforce or interpret this agreement shall be entitled to reasonable attorneys fees incurred through all appellate proceedings. In the event any disputes arise in connection with the performance of any obligation under this Agreement, Vendor

agrees to consult and consider the use of mediation or other form of alternative dispute resolution prior to resorting to litigation.

14. Vendor hereby acknowledges that the person executing this agreement on behalf of Vendor has the full authority to do so and to bind Vendor to the terms hereof.

15. Any notices provided hereunder shall be sent to the parties at the following addresses and shall be considered properly delivered when placed in the U.S. mail, postage prepaid, certified return receipt requested:

As to Vendor:

Otis Elevator Company
1212 W. Cass St.
Tampa, FL 33606

As to City:

City Manager
City of St. Pete Beach, Florida
155 Corey Avenue
St. Pete Beach, Florida 33706

16. To the extent that any terms in the attached proposal conflict with the terms of this agreement, the terms of this agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict.

17. Vendor shall perform its standard services during normal business hours of 8 a.m. to 4:30 p.m. Emergency call backs are to be performed as defined in the RFP.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Otis Elevator Company
1212 W. Cass St.
Tampa, FL 33606

Vendor

BY 

Spencer Wike
Branch Manager

NAME, TITLE (typed or printed)

CITY OF ST. PETE BEACH, FLORIDA

BY

CITY MANAGER

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK

St. Pete Beach City Commission
Agenda Report

Issue Considered: Approve the request from the Gulf Beach Historical Museum to close 10th Avenue from Gulf Way to Pass-A-Grille Way on 3/3/12 for the Island Festival.

Date: 2/28/12

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: Gulf Beach Historical Museum is requesting to close 10th Avenue from Gulf Way to Pass-A-Grille Way on 3/3/12 for the Island Festival. Street closure requests require the approval of the City Commission. As a part of the special event permit application they are requesting 25 temporary parking permits for that day.

A temporary structure permit application still needs to be completed and reviewed by the Fire Marshal for this special event. If the street closure is approved it should be contingent on this being done.

Requested Motion: "I move to approve the request from the Gulf Beach Historical Museum to close 10th Avenue from Gulf Way to Pass-A-Grille Way on 3/3/12 for the Island Festival."

Attachments: Special Event Permit Application

Reviewed by
City Manager: MB

Special Event Permit Information Package

Revised January 2009

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 Island Festival
 Date of Event MARCH 3rd, 2012 Time 8 AM to 4 PM
 Event Location 10th Ave (Gulf Way to Pae Way)
 Applicant Name: Spencer Lucas Cell Telephone # 743-8866 Hm 367-1730
 Email Address: Portraitsinparadise@yahoo Mailing Address: 115 Tenth Ave, SPB, FL 33706
 Organization Gulf Beach Historical Museum Estimated Attendance 100 to 300

Description of event:

Bringing Artisans (ART, PERFORMERS, Authors) Local Talent etc.
together to show off our Islands
Historic walks

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

☐	Signage	☐	Food Sales
☐	Retail Vending	☐	Banner
☐	Fireworks	☐	Alcohol Sale/Consumption (Additional State Liquor Permit Required)
☐	Bonfire	☐	Cookout
☐	Vehicles On The Beach	☒	Temporary Structure (i.e.: Tent, Stage, Etc.)
☒	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.

Applicant Signature

Spencer Lucas, Jr.

1/6/12
 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: Spencer Lucas
Description of Event: ISLAND FESTIVAL

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?
ROAD BARRIERS & 25 PARKING PASSES

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

Gulf Beach Historical Museum
(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.

N/A

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

N/A

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

NO

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

NO

Will this be an annual event? Yes ☒ No _____

Will this event be recurring later this year? Yes _____ No ☒

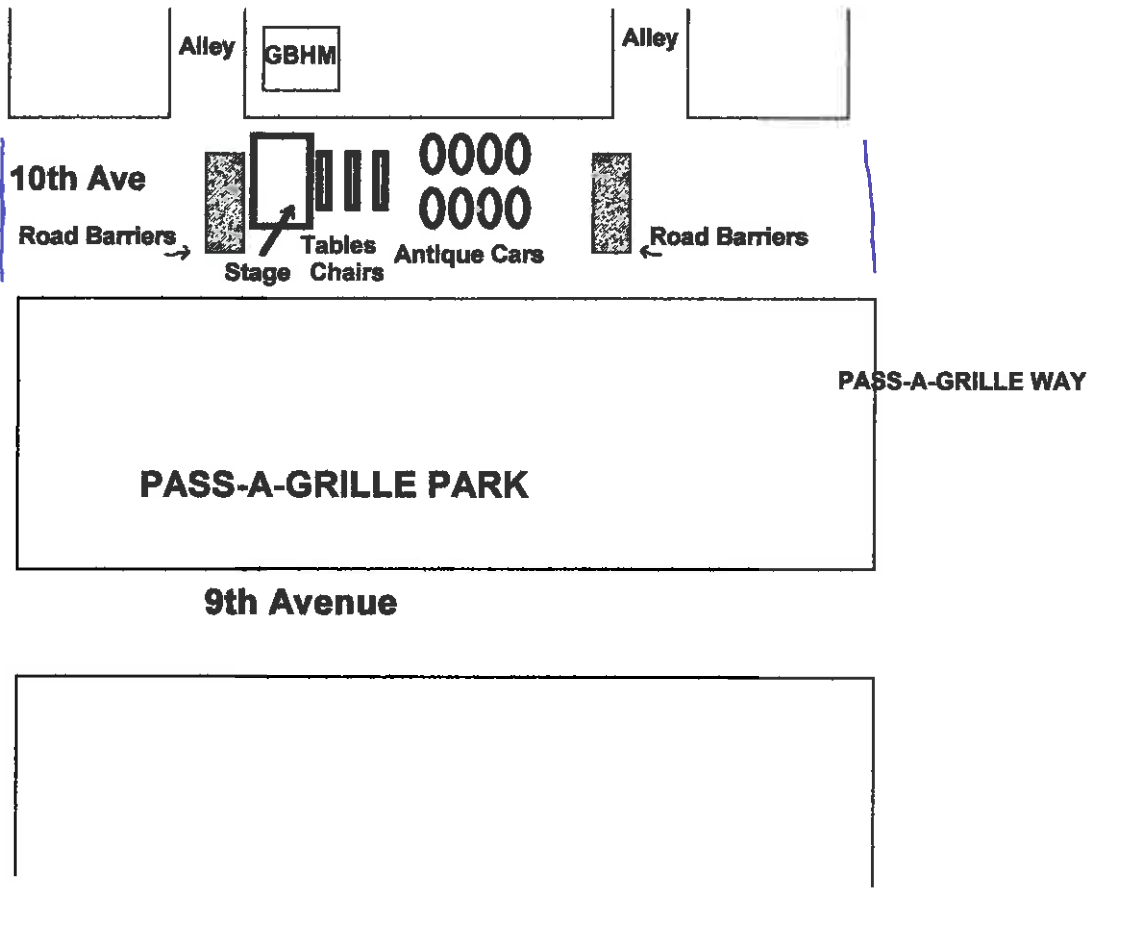
If yes, when? _____

Will this event will be open to the public? Yes ☒ No _____

If yes, how will it be advertised? Local Papers

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

Entertain, Teach, Show off Local Talent



SOUTH



2/17/12

Spoke with Spencer
& he is filling out
Temporary Structure Permit
Application that is required.

Sgt

St. Pete Beach City Commission
Agenda Report

Issue Considered: Approve the request from Corey Area Business Association to close the 400 block of Corey Ave on 3/31/12 – 4/1/12, 6/2/12 – 6/3/12, and 12/1/12 – 12/2/12 for the Corey Avenue Art and Craft Shows.

Date: 2/28/12

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: Corey Area Business Association has requested to close the 400 block of Corey Ave on 3/31/12 – 4/1/12, 6/2/12 – 6/3/12, and 12/1/12 – 12/2/12 for the Corey Avenue Art and Craft Shows. Street closure requests require the approval of the City Commission. These special events have been approved in prior years.

Requested Motion: “I move to approve the request from Corey Area Business Association to close the 400 block of Corey Ave on 3/31/12 – 4/1/12, 6/2/12 – 6/3/12, and 12/1/12 – 12/2/12 for the Corey Avenue Art and Craft Shows.”

Attachments: Special Event Permit Applications

Reviewed by
City Manager: MB

Complete and return to:

Sherrine Hartley, Senior Planner
Community Development Department
155 Corey Avenue
St. Pete Beach, FL 33706



Staff Use Only:

Date Received: _____

Permit Number: 2011-____

SPECIAL EVENT PERMIT APPLICATION

Name of Event Corey Area Art+Craft Show
 Date of Event Mar 31st - Apr 1st 2012 Time 9am - 5pm
 Event Location Corey Ave Between Gulf Blvd & Boca Ciega
 Applicant Name: John R. Ostermire Telephone # 727-367-7409
 Email Address: jostermire@aol.com Mailing Address: 342 Corey Ave SPB 33706
 Organization Corey Area Bus. Assn. Estimated Attendance 1000+
 Description of event: Corey Area Art+Craft Show

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

☒ Signage	☒ Food Sales
☐ Retail Vending	☒ Banner
☐ Fireworks	☐ Alcohol Sale/Consumption (Additional State Liquor Permit Required)
☐ Bonfire	☒ Cookout
☐ Vehicles On The Beach	☒ Temporary Structure (i.e.: Tent, Stage, Etc.)
☒ 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.

Applicant Signature [Signature]Date 12/13/11



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: JOHN OSTERMEIER
 Description of Event: COREY AREA ARTS + CRAFTS SHOW
03/31/2012 - 04/01/2012

Are you requesting:

1. Money? Yes _____ No X Amount requested _____
2. In-kind services? Yes _____ No _____
3. City supplies? Yes X No _____
4. Describe services/supplies requested: Is this event sponsored by a charitable or non-profit organization?
CONES/BARRICADES

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

(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.

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

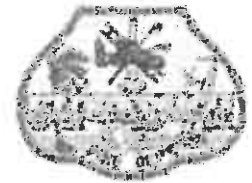
Are you receiving funding from other sources? If yes, who?

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 X No _____
 Will this event be recurring later this year? Yes _____ No _____
 If yes, when? _____

Will this event will be open to the public? Yes X No _____
 Yes, how will it be advertised? _____

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



TEMPORARY STRUCTURE PERMIT APPLICATION

COMPLETE AND RETURN TO:

St. Pete Beach Fire Department
7301 Gulf Blvd.
St. Pete Beach, FL 33706
(727) 367-9200 FAX: (727) 366-6714

Name of Event: Cory Area ART & Craft Show
Date of Event: Mar 31 - Apr 1 2012 Hours: 9 AM (AM/PM) to 5 PM (AM/PM)
Event Location: Cory Ave Between Gulf Blvd & Boca Ciega
(Address change is required from the property owner)
Event Coordinator/Applicant: John R. Osterneier Phone: 727-367-7409
Organization: Cory Area Bus. Assn.
Summary of Event Activities: Art & Craft Show

Estimated Attendance: 1000+
Type of Temporary Structure to be used (check one): Tent ☒ Stage ☐ Bleachers ☐ Other ☐ (describe) _____
What will the structure be used for? Sales
Will cooking be conducted in the structure? Yes ☒ No ☐ (If yes, a separate outdoor cooking permit is required)
Who is supplying the structure? Vendors
What is the structure constructed of? Canvas (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 layers)
Heat producing appliances shall not sit on combustible surface (tables, saw horses, etc.)
Cooking vessel separation - minimum of 3 feet between vendors
Electrical connections shall be only approved main disconnect panels complete with circuit breakers and a limited number of receptacles (max 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. Permit 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 depicting 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.)

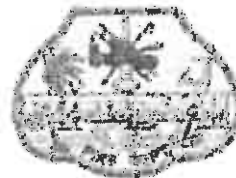
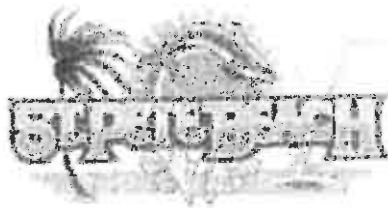
DO YOU HAVE PROOF OF LIABILITY INSURANCE FOR THIS EVENT? Yes ☒ No ☐ If this event is to be held on Public Property, the City may require that a liability bond be posted to insure that no damage is done; the amount of which is to be determined by the City's Risk Management Officer according to the intensity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

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

John R. Osterneier 7342 Cory Ave 367-7409
(Applicant) (Address) (Phone)

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: Cory Area Art & Craft Show
Date of Event: Mar 31 - Apr 1 Hours: 9 (AM/PM) to 5 (AM/PM)
Event Location: Cory Ave Between GULF BLVD & Boca Ciega
(Address must be reported from the property owner)
Event Coordinator/Applicant: John R. OSTERLICER Phone: 727-367-7409
Organization: Cory Area Buss. Assn
Summary of Event Activities: Art & Craft Show (Spring)
Estimated Attendance: 1000+
What cooking source will be used? Propane ☒ Charcoal ☐ Electrical ☐

GUIDELINES:

Charcoal:
If it is used for cooking, a maximum of four (4) foot diameter is required.
Approved airtight 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.
Listed 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 person. 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 (AIEBC) 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 Scholastic 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 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: John R. OSTERLICER Address: 342 Cory Ave SpB Phone: 727 367 7409

Signature of Fire Marshal, Fire Chief, or his/her designee: _____

(Date)

St. Pete Beach Fire Department

2/21/09

Complete and return to:

Shirine Hartley, Senior Planner
Community Development Department
155 Corey Avenue
St. Pete Beach, FL 33706



Staff Use Only:

Date Received: _____

Permit Number: 2011-____

SPECIAL EVENT PERMIT APPLICATION

Name of Event

Corey Ave Art & Craft Show (Summer)

Date of Event

June 2-3 2012

Time

Event Location

Corey Ave Between GOLF BLVD & Boca Ciega

Applicant Name:

John P. Ostermeier

Telephone #

727 367-7409

Email Address:

jostermeier@att.com

Mailing Address:

342 COREY AVE SPIB

Organization

Corey Area Bus. Assn.

Estimated Attendance

1000+

Description of event:

Summer Art & Craft Show

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

☒ Signage	☒ Food Sales
☐ Retail Vending	☒ Banner
☐ Fireworks	☒ Alcohol Sale/Consumption (Additional State Liquor Permit Required)
☐ Bonfire	☒ Cookout
☐ Vehicles On The Beach	☒ Temporary Structure (i.e.: Tent, Stage, Etc.)
☒ 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.

Applicant Signature

Date

12/13/11



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: JOHN OSTERMEIER (C)
 Description of Event: COREY AREA ARTS + CRAFTS SHOW
06/02/2012 - 06/03/2012

Are you requesting:

1. Money? Yes _____ No X Amount requested _____
2. In-kind services? Yes _____ No _____
3. City supplies? Yes X No _____
4. Describe services/supplies requested: Is this event sponsored by a charitable or non-profit organization?
CDNES / BARRICADES

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

(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.

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

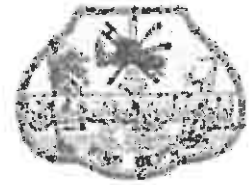
Are you receiving funding from other sources? If yes, who?

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 X No _____
 Will this event be recurring later this year? Yes _____ No _____
 If yes, when? _____

Will this event will be open to the public? Yes X No _____
 Yes, how will it be advertised? _____

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



TEMPORARY STRUCTURE PERMIT APPLICATION

COMPLETE AND RETURN TO:

St. Pete Beach Fire Department
7301 Gulf Blvd.
St. Pete Beach, FL 33706
(727) 367-9206 FAX (727) 368-6744

Name of Event: Cory Area Art & Craft Show
 Date of Event: June 2-3 2012 Hours: 9 (AM/PM) to 5 (AM/PM)
 Event Location: Cory Ave Between Gulf Blvd & Boca Boca
 Event Coordinator/Applicant: John R. Ostermeier Phone: 727-367-7405
 Organization: Cory Area Buss. Assoc.
 Summary of Event Activities: Summer Art & C. Show
 Estimated Attendance: 1000+
 Type of Temporary Structure to be used (check one): Tent ☒ Stage ☐ Bleachers ☐ Other ☐ (description)
 What will the structure be used for? Sales
 Will cooking be conducted in the structure? Yes ☒ No ☐ (If yes, a separate outdoor cooking permit is required)
 Who is supplying the structure? Vendor
 What is the structure constructed of? Canvas (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 CH39
 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, 10BC for fat fryers)
 Heat producing appliances shall not sit on combustible surface (table, saw horses, etc.)
 Cooking vendor separation - minimum of 6 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 110 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. Permit shall be issued only to licensed contractors and limited to one of each per event.
 One EMT 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 WILL BE RESPONSIBLE FOR THE PRESERVATION, SANITATION, AND CLEANUP OF THE AREAS USED FOR THE EVENT. ADDITIONALLY I HAVE CERTIFIED THAT THERE ARE NO MISREPRESENTATION IN THE FOREGOING STATEMENTS AND ANSWERS.

(Applicant) John R. Ostermeier 342 Cory Ave SPB 727 367-7405
 (Address) (Phone)

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) 367-6744

Name of Event:

Cory Area Arts & Craft Show

Date of Event:

June 2-3, 2012

Hour:

9

(AM/PM) is

5

(AM/PM)

Event Location:

Cory Ave BETWEEN GULF BLVD & BOCA PIERA

Event Coordinator/Applicant:

John R. Ostermiller

Phone

727-367-7409

Organization:

Cory Area Bus. Assn.

Summary of Event Activities:

Summer Arts & Craft Show

Estimated Attendance:

1000+

What cooking source will be used? Propane ☒

Charcoal ☐

Electrical ☐

GUIDELINES:

Charcoal

If pit is used for cooking, a minimum 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 person. Total product for the event shall be provided with an approved centrally located tank. (No portable tanks.) Propane cylinders must be inspected prior to approval. Dry powder extinguisher (A1BC) 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 their 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 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)

[Signature]

(Address)

342 Cory Ave SPB

(Phone)

727-367-7409

(Date)

Signature of Fire Marshal, Fire Chief, or his/her designee:

St. Pete Beach Fire Department

222-01

Complete and return to:

Sherrine Hartley, Senior Planner
Community Development Department
155 Corey Avenue
St. Pete Beach, FL 33706



Staff Use Only:

Date Received: _____

Permit Number: 2011-____

SPECIAL EVENT PERMIT APPLICATION

Name of Event Cory Ave Art + Craft Show
 Date of Event Dec 1-2 2012 Time 9AM-5PM
 Event Location Cory Ave Between GOLF Blvd + Boca Ciega
 Applicant Name: John R. Ostermeier Telephone # 727-367-7409
 Email Address: JOStermeier@aol.com Mailing Address: 342 Cory Ave SPB.
 Organization Cory Area Buss. ASSN. Estimated Attendance 1000+
 Description of event: Dec. ART + Craft Show

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

☒ Signage	☒ Food Sales
☐ Retail Vending	☒ Banner
☐ Fireworks	☐ Alcohol Sale/Consumption (Additional State Liquor Permit Required)
☐ Bonfire	☒ Cookout
☐ Vehicles On The Beach	☒ Temporary Structure (i.e.: Tent, Stage, Etc.)
☒ 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.

Applicant Signature

12/13/11
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: _____

Description of Event: _____

JOHN OSTERMEIER

COREY AVE ARTS & CRAFTS SHOW

12/01/2012 - 12/02/2012

Are you requesting:

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

CONES/BARRICADES

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

(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.

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 X No _____

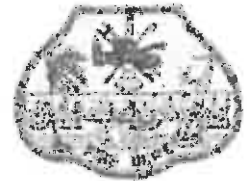
Will this event be recurring later this year? Yes _____ No _____

If yes, when? _____

Will this event will be open to the public? Yes X No _____

If yes, how will it be advertised? _____

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



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) 366-6744

Name of Event: Corey Ave Art + Craft Show
 Date of Event: Dec 1-2 2012 Hours: 9 (AM/PM) to 5 (AM/PM)
 Event Location: Corey Ave Between Gulf Blvd + Boca Ciega
 Event Coordinator/Applicant: John R. Ostermeier Phone: 727-367-7409
 Organization: Corey Ave Bus. Assoc.
 Summary of Event Activities: Dec. Art + Craft Show
 Estimated Attendance: 1000+
 Type of Temporary Structure to be used (check one): Tent ☒ Stage ☐ Bleachers ☐ Other ☐ (Specify one)
 What will the structure be used for? Sales
 Will cooking be conducted in the structure? Yes ☒ No ☐ (If yes, a separate outdoor cooking permit is required.)
 Who is supplying the structure? Vendors
 What is the structure constructed of? Canvas (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 CH39
 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, 10BC for fat fryers)
 Heat producing appliances shall not sit on combustible surface (rubber, saw horses, etc.)
 Cooking vendor separation - minimum of 5 feet between vendors
 Electrical connections shall be only approved main disconnect panels complete with circuit breakers and a limited number of receptacles (both 120 and 120 volt)
 available from the City Public Works Dept.
 Extension cords (temporary wiring) shall comply with NEC Article 304
 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. Permit 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 participant.

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.)

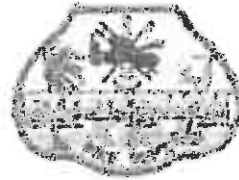
DO YOU HAVE PROOF OF LIABILITY INSURANCE FOR THIS EVENT? Yes ☐ No ☒ If this event is to be held on Public Property, the City may require that a liability bond be posted to insure that no damage is done; the amount of which is to be determined by the City Risk Management Officer according to the intensity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

I HEREBY CERTIFY THAT I 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) John R. Ostermeier 342 Corey Ave SPB 727 367-7409
 (Address) (Phone)

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) 363-6206 FAX: (727) 366-6744

Name of Event: Cory Area Art & Craft Show
Date of Event: Dec 1-2 2012 Hours: 9 (AM) to 5 (PM)
Event Location: Cory Ave Between Gulf Blvd & Boca Ciega
(Authorization is required from the property owner.)
Event Coordinator/ Applicant: John R. Osterman Phone: 727-367-7409
Organization: Cory Area Buss. Assn.
Summary of Event Activities: Dec. Art & Craft Show
Estimated Attendance: 1000+
What cooking source will be used? Propane ☒ Charcoal ☐ Electrical ☐

GUIDELINES:

- Charcoal:**
If it 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 person. Total product for the event shall be provided with an approved centrally located tank. (No portable tanks.)
Propane cylinders must be inspected prior to approval.
Dry powder extinguisher (A10BC) 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 Academy 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 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: John R. Osterman Address: 342 Cory Ave. SPB Phone: 727-367-7409

Signature of Fire Marshal, Fire Chief, or his/her designee: _____

(Date)

St. Pete Beach Fire Department

225 01

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

Issue Considered: Authorization to release shade meeting transcripts from the mediation in the Kadoura/Pyle cases.

Date: February 28, 2012

Prepared By: Michael P. Bonfield, City Manager MB

Summary of Issue: This is a request from City Attorney Mike Davis to discuss and receive direction from the Commission regarding the release of shade meeting transcripts from the Kadoura/Pyle cases.

Requested Motion: "I move to authorize the release shade meeting transcripts from the meeting(s) of . . . (fill in the dates)."

Attachments: City Attorney Davis Memorandum

MEMORANDUM

TO: Honorable Mayor and Members of the City Commission

FROM: Mike Davis, City Attorney

DATE: February 21, 2012

RE: Shade Meeting Transcripts

Request has been made for release of the transcripts of shade meetings which were held during the time the City was in mediation in *Kadoura/Pyle* cases in the Fall of 2009. We would like to discuss this request with the Commission and obtain Commission direction. We have contacted the other parties to the mediation, to see if they will agree that the transcripts may be made public.

Please feel free to contact me should you have any questions.

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

Issue Considered: Appointment to the Firefighters' Pension Board of Trustees

Date: February 28, 2012

Prepared By: Mike Bonfield, City Manager MB

Summary of Issue: The term for one of the Commission appointed positions on the Firefighters' Pension Board of Trustees is complete in March. The current appointee, Mr. Bruno Falkenstein, has expressed his desire to continue serving on the Board.

Requested Motion: "I move to appoint (name) to the Firefighters' Pension Board of Trustees

Attachments: N/A

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

Issue Considered: Appointment to the General Employees' Pension Board of Trustees

Date: February 28, 2012

Prepared By: Mike Bonfield, City Manager MB

Summary of Issue: The term for one of the Commission appointed positions on the General Employees' Pension Board of Trustees is complete in March. The current appointee, Mr. Mike Cohen, has expressed his desire to continue serving on the Board.

Requested Motion: "I move to appoint (name) to the General Employees' Pension Board of Trustees

Attachments: N/A

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

Issue Considered: Appointment to the Police Officers' Pension Board of Trustees

Date: February 28, 2012

Prepared By: Mike Bonfield, City Manager MB

Summary of Issue: The term for one of the Commission appointed positions on the Police Officers' Pension Board of Trustees is complete in March. The current appointee, Mr. Jerry Gorup, has expressed his desire to continue serving on the Board.

Requested Motion: "I move to appoint (name) to the Police Officers' Pension Board of Trustees

Attachments: N/A

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

Issue Considered: Final Reading of Ordinance 2012-04 providing for the amendment of the Appendix A Fee Schedule of the Code of Ordinances as set forth in Attachment A pertaining to hourly coin operated parking meter rates.

Date: February 28, 2012

Prepared By: Dan O'Connor, Administrative Services Supervisor

Through: Elaine Edmunds – Finance Director

Summary of Issue: The attached ordinance 2012-04 provides for an amendment of the Appendix A fee schedule of the Code of Ordinances pertaining to hourly coin operated parking meter rates as referenced in Section 82-205 of the Code of Ordinances

The City's existing outdated mechanical coin operated parking meters are being replaced with electronic units capable of hourly rates consistent with the parking pay stations.

This amendment will change the Appendix A fee schedule to reflect the following:

	Chapter 82 Traffic and Vehicles	Amount
<u>82-205</u>	Parking meter rates for coin operated parking meters identified by the city manager, per hour	1.00 \$1.50

Requested Motion: "I move for the adoption of Ordinance 2012-04 . . . (read title)."

Attachments: Ordinance 2012-04
Amended Appendix A Fee Schedule

Reviewed By:
City Manager: MB

**CITY OF ST. PETE BEACH, FLORIDA
ORDINANCE NO 2012-04**

AN ORDINANCE OF THE CITY OF ST. PETE BEACH FLORIDA PROVIDING FOR AN AMENDMENT OF THE APPENDIX A FEE SCHEDULE AS REFERENCED IN SECTION 82-205 OF THE CODE OF ORDINANCES, AS SET FORTH IN ATTACHMENT A TO THIS ORDINANCE PERTAINING TO THE HOURLY COIN OPERATED PARKING METER RATES; 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.

WHEREAS, the City Commission wishes to update the City's rates pertaining to the coin operated parking meters; and

WHEREAS, the City Commission has found that this Ordinance to be in the best interest of the health, safety and welfare of the citizens of the City of St. Pete Beach;

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

Section 1. The portion of Appendix A, as referenced in Section 82-205 of the Code of Ordinances, City of St. Pete Beach, Florida is hereby amended to change the parking meter rates for coin operated parking meters, authorized by the City Mayor, per hour, as set forth in attachment "A" to this Ordinance.

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 upon final adoption as provided by law.

Steve McFarlin, MAYOR

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

I, Rebecca Haynes, 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.

Rebecca Haynes, CITY CLERK

ATTACHMENT A
CODE OF ORDINANCES
SECTION 82
APPENDIX A FEE SCHEDULE

	Chapter 82 Traffic and Vehicles	Amount
82-205	Parking meter rates for coin operated parking meters identified by the city manager, per hour	1.00 \$1.50