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COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue

Tuesday, April 09, 2013

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.
 - a. 2012 Audit Presentation**
- 3. Audience Comments** - Comments shall be limited to 3 minutes per person to issues not on the agenda.
- 4. Consent**
 - a. Approval of minutes of the Regular Meeting of March 26, 2013.**

- b. Ratify the City Manager decision to pay Mader Electric Motors \$20,221.96 to make emergency pump repairs at the wastewater Master Pump Station.**

5. Action Items

- a. Request from Paradise Sweets LLC to consider a five year extension option of the existing Pass-A-Grille and Upham Beach concession stand lease agreements.**

6. Ordinances

- a. Ordinance 2013-14, First Reading and Public Hearing, Correcting and omission and re-adopting Division 26 of the Land Development Code.**

7. Resolutions

- a. Resolution 2013-04, declaring support for military family and community covenant day on April 17, 2013**

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.

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

Issue Considered: Presentation of the City of St. Pete Beach, Florida audit for the Fiscal Year ending September 30, 2012

Date: April 9, 2013

Prepared By: Elaine Edmunds, Administrative Services Director

Summary of Issue: The city auditor, Peter Schatzel, will present the audit for the City of St. Pete Beach for the fiscal year ending September 30, 2012. A copy of the audit is on the City website for public review.

Reviewed by
City Manager: MB

CITY COMMISSION MEETING

MINUTES

March 26, 2012

6:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENT:

Steve McFarlin, Mayor
Marvin Shavlan, Vice Mayor
Lorraine Huhn, Commissioner
Jim Parent, Commissioner
Melinda Pletcher, Commissioner

ALSO PRESENT:

Mike Bonfield, City Manager
Mike Davis, City Attorney
Susan Churuti, City Attorney
Rebecca C. Haynes, City Clerk
Elaine Edmund, Administrative Services Director
Steve Hallock, Public Services Director
Jennifer McMahon, Recreation Director

1. Changes to the Agenda

City Manager Bonfield requested to pull Item 4(b) and act upon it at a future meeting, and address Items 5 (a), (b) and (c) prior to the remaining items.

2. Presentations

There were no presentations.

3. Audience Comments

There were no audience comments.

4. Consent

a. Approval of Minutes of the Regular Meetings of February 12, February 26 and March 12, 2013 Regular Meetings; and of the February 19, 2013 Workshop Meeting.

~~b. Authorize the City Manager to waive the bid requirement and enter into a Fireworks Display Contract with Pyrotecnico for the July 4, 2013 fireworks show in the amount of \$21,000. Removed from agenda~~

c. Authorize the City Manager to enter into a purchasing agreement with Speeler Foundations, Inc., for \$102,900 for repairs to Merry Pier.

d. Authorize the City Manager to enter into a purchase agreement with Sieg & Ambachtsheer for bridge repairs at Vina Del Mar Bridge in the amount of \$107,500.

e. Ratify the City Manager's decision to accept a proposal from Rowland, Inc. in the amount of \$12,500 to affect stormwater repairs at 3880 Belle Vista Drive East.

f. Ratify the City Manager decision to expend \$26,914.79 for park restoration at Sunset Park following Tropical Storm Debby.

Commissioner Parent moved to approve the Consent Agenda, Items (a), (c), (d), (e) and (f), omitting Item (b). The motion was seconded by Vice Mayor Shavlan and unanimously approved by an individual roll call vote.

5. Action Items

a. Election of Vice Mayor

Vice Mayor Shavlan moved to elect Commissioner Huhn to serve as Vice Mayor. The motion was seconded by Commissioner Parent and unanimously approved by individual roll call vote.

b. Board Appointments - BIG C, MPO, TBRPC and Suncoast League

It was the consensus of the Commission to make the following appointments to serve as representatives on the boards:

Mayor McFarlin –	Mayors' Council
Vice Mayor Huhn –	Tampa Bay Regional Planning Council
Commissioner Parent –	Big C
Commissioner Shavlan –	Pinellas Planning Council
Commissioner Pletcher –	Suncoast League

c. Authorize the City Manager to construct a dog park in McKenney Park.

Director Hallock gave a Power Point Presentation showing different views of McKenney Park and the location for the proposed dog park.

Deborah Martohue, Officer/North Beach Civic Association, spoke in favor of the dog park and suggested the Association may make a donation for the purchase of new benches.

Commissioner Shavlan moved to approve the Item 5(c), Authorize the City Manager to construct a dog park in McKenney Park. The motion was seconded by Commissioner Parent and unanimously approved by a roll call vote.

6. Ordinances

a. Ordinance 2013-09, Final Reading and Public Hearing, providing a supplemental appropriation for Fiscal Year 2013 to the General, Wastewater, Stormwater and Capital Project Funds and providing for funding.

Mr. Bonfield noted the appropriations result from a carryover of projects from last year that were not completed and a part-time employee to issue parking passes.

Vice Mayor Huhn moved to approve Ordinance 2013-09, an ordinance of the City of St. Pete Beach, Florida providing a supplemental appropriation to the General, Wastewater, Stormwater and Capital Project Funds for fiscal year ending September 30, 2013; providing for funding; providing for an effective date. The motion was seconded by Commissioner Shavlan.

Mayor McFarlin called for audience comments. There were none.

Mayor McFarlin called for the vote.

The motion was unanimously approved by an individual roll call vote.

b. Ordinance 2013-10, Final Reading and Public Hearing, authorizing revised fees for rental of the Community Center and providing fees for park property rentals.

City Manager Bonfield explained the proposed ordinance incorporates the addition of a \$500 premium fee for Saturday rentals at the Community Center and the addition of a fee base for Horan Park rentals.

Commissioner Parent moved to approve Ordinance 2013-10, an ordinance of the City of St. Pete Beach, Florida providing for revised fees for rental of the Community Center; providing for fees for park rentals; providing for severability; providing for the repeal of all ordinances in conflict herewith, to the extent of such conflict; and providing for an effective date.

Mayor McFarlin called for audience comments. There were none.

Mayor McFarlin called for the vote.

The motion was unanimously approved by an individual roll call vote.

7. Resolutions

There were no resolutions for this agenda.

8. Items for Discussion

There were no Items for Discussion for this agenda.

9. City Manager, City Attorney and City Commission Reports

City Manager Bonfield reported that the Development Order for Hotel Zamora is finalized and the permits may be pulled this week and that the work on Blind Pass Road has been temporarily suspended at the request of FDOT. Mr. Bonfield reminded everyone of the 'Salute to the Military' parade and pancake breakfast on April 12th and 13th in downtown Pass-a-Grille and at the Hurricane Restaurant. He then listed the items for the next City Commission meeting.

Commissioner Pletcher also discussed the 'Salute to the Military' parade and breakfast with the proceeds going towards the 'Building Homes for Heroes' project.

Commissioner Shavlan reported that Belle Vista is holding their annual Easter Egg Hunt for their residents at 10:00 a.m. this Saturday.

Commissioner Parent reported he will attend the Big C meeting and that he will graduate from the Pinellas County Citizens Academy Wednesday evening. Mr. Parent then discussed setting up an operational reserve fund.

Vice Mayor Huhn reported on the popularity of the Sunday Market and encouraged everyone to participate before the event is closed for the season.

Mayor McFarlin commented on holding home-town events with the participation of thousands of visitors from around the world.

10. Adjournment

There being no further business to come before the commission, the meeting was adjourned at 6:37 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Steve McFarlin, Mayor

Minutes approved on: _____

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

Issue Considered: Ratify the City Manager decision to pay Mader Electric Motors \$20,221.96 to make emergency pump repairs at the wastewater Master Pump Station.

Date: 4/9/13

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: The current pumps in the Master Pump Station are no longer manufactured and while they have less horsepower and are more energy efficient, they have proven to be a problem when it comes to pumping debris. Based on the cost to repair these pumps, we are currently evaluating replacement pumps and what this will entail. For now, we have to affect repairs when needed since literally all of the City's wastewater flow goes through the Master Pump Station.

Funding is available within the Wastewater Fund to cover this emergency repair. Per the City's Purchasing Manual all purchases exceeding \$10,000 but less than \$25,000 must be approved by the City Commission and placed on the consent agenda.

Requested Motion: "I move to ratify the City Manager decision to pay Mader Electric Motors \$20,221.96 to make emergency pump repairs at the wastewater Master Pump Station."

Attachments: Mader Electric Motors Invoice

**Reviewed by
City Manager:** MB

MADER ELECTRIC MOTORS

JOHN MADER ENT., INC.

18161 N. Tamiami Trail
N. Ft. Myers, FL 33903
(239) 731-5455
Fax (239) 731-8165

RECEIVED

MAR 18 2013

FINANCE ASSISTANT

ORIGINAL INVOICE

DATE

INVOICE #

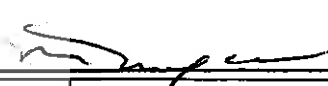
3/13/2013

34121

BILL TO:

City of St. Pete Beach
155 Corey Ave.
St. Pete Beach, FL 33706-1839

P.O. NUMBER	W.O. NUMBER	TERMS	JOB LOCATION
verbal David B.	63071	Net 30 Days	

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Flowserve Pump #3MSX20AW, serial #06M0042 125hp, 3ph, 1160rpm, 460volt, 151amp, 17.38 imp.		
1	Stator clean and bake		
55	Foot power cord assembly		
1	Factory rebuild kit (mechanical seals, bearings, and o-rings)		
1	Impeller		
1	Impeller key and washer		
1	Stationary wear-ring		
2	Gallons coolant		
1	Machine work to repair shaft seal fits and dynamic balance shaft/rotor as needed		
1	Labor to disassemble, rebuild as needed, install new parts, assemble, and test run.		
Signature 			
		SUB TOTAL	\$20,221.96
		TAX	\$0.00
		TOTAL	\$20,221.96

PAST DUE INVOICES ARE SUBJECT TO
1.5% PER MONTH FINANCE CHARGE.

Please Process P.O. for Payment

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

Issue Considered: A written request from Paradise Sweets LLC to consider a five year extension option of the existing Pass A Grille and Upham Beach concession stands lease agreement.

Date: April 9, 2013

Prepared By: Dan O'Connor, Administrative Services Supervisor

Through: Elaine Edmunds, Director of Administrative Services

Summary of Issue: On June 1, 2008 Paradise Sweets LLC entered into a five year lease agreement with the City for use of the Pass A Grille and Upham Beach concession stands. The existing lease agreement is due to terminate on May 31, 2013. As part of the terms of the existing lease agreement three (3) additional five (5) year extension options are available upon mutual agreement of the parties. In addition, the lessee must notify the City at least one hundred twenty (120) days prior to the expiration of the existing lease term whether they wish to extend the lease term as provided. On January 25, 2013 Paradise Sweets LLC submitted a written request to extend the lease agreement five (5) years as per the existing lease extension option. The City must notify the lessee within sixty (60) days of their notice to extend, of their acceptance or not.

Requested Motion: "I move that the request by Paradise Sweets LLC for a five year extension of their lease be (granted) (denied) and the City Manager notify the lessee of the City's decision as per the terms of the existing lease."

Attachments: Paradise Sweets LLC lease extension request for use of the Pass A Grille and Upham Beach concession stands.

Reviewed By:
City Manager: MB

LEASE AGREEMENT
FOR THE
CITY OF ST PETE BEACH CONCESSION STANDS

THIS AGREEMENT is made and entered into by and between the CITY OF ST. PETE BEACH, hereinafter referred to as "Lessor" and PARADISE SWEETS LLC, a Florida Corporation, hereinafter referred to as "Lessee" for the purposes set forth hereafter:

WITNESSETH:

WHEREAS, the Lessor is the owner of certain premises commonly known as the Pass-A-Grille and Upham Beach Concession Stands located within the City of St. Pete Beach and as more particularly described in Exhibit "A" and "B" which are attached and incorporated herein as and for the description of the leased premises, and

WHEREAS, Lessee desires to lease said premises, and

NOW THEREFORE, the parties agree as follows:

1. **PREMISES:** The Lessor hereby leases to the Lessee and Lessee hereby leases from the Lessor, subject to the terms and conditions set forth in the scope of work and herein, that certain premises described in Exhibit "A" and "B" attached and incorporated herein. Said premises located within the City of St. Pete Beach, Pinellas County, Florida.
2. **INSPECTIONS:** The leased premises have been inspected by both parties and by the execution of this Lease accept property in their present condition.
3. **LEASE TERM:** The term of this Lease shall be for five (5) years, and shall commence on June 1, 2008 or the day the City Manager issues a written notice of commencement indicating that the Pass-A-Grille and Upham Concession Stands are complete and ready for occupancy. The lease will expire on May 31, 2013. Three (3) additional five (5) year extensions are available upon mutual agreement of both parties. Lessee shall notify the City at least one hundred twenty (120) days prior to the expiration of the current term and whether Lessee wishes to extend the term as provided above. The City Manager reserves the right to re-bid this lease, should it be in the best interest of the City. Lessor will notify the Lessee within 60 days of Lessee's notice to extend, of their acceptance or not.
4. **RENT:** Lessee, in consideration of the leasing of the premises and the performance of Lessor of the covenants and agreements herein provided to be performed by it, hereby covenants and agrees to pay rent to Lessor at the office of the Finance Director of the City of St. Pete Beach, in accordance with the following provision:
 - A. Minimum rent. For each and every year of the term hereof the Lessee shall pay the Lessor a minimum rent (hereinafter called "Minimum Rent") as hereafter provided.

I hereby certify this to be a true and exact copy of the original of this City Clerk, City of St. Pete Beach, Pinellas County, Florida.

Theresa McMasters
City Clerk

- (1) Beginning with the Notice of Commencement, the minimum rent for year 2008 shall be \$ 24,745, payable as follows:
 - a. Each monthly installment beginning June 1, 2008 through December 1, 2008 is \$ 3,535.00. The first payment is due (June 1, 2008)
- (2) For year 2009 the minimum rent shall be \$56,364.00 payable as follows:
 - a. Each monthly installment beginning January 1, 2009 through December 1, 2009 is \$ 4,697.00.
- (3) For year 2010 the minimum rent shall be \$91,344.00 payable as follows:
 - a. Each monthly installment beginning January 1, 2010 through December 1, 2010 is \$ 7,612.00.
- (4) For each successive year through the term of this Lease, the minimum rent shall be the sum as provided in preceding paragraph, payable in twelve (12) equal monthly installments, plus an increase equivalent to the rise in the cost of living from April 1st of the previous year through March 31st of the current year as established by the United States Department of Labor, Bureau of Labor Statistics, All Urban Consumers Price Index.
- (5) In the event the United States Department of Labor ceases to publish the above mentioned Consumer Price Index then, in that event, Lessor and Lessee shall agree on a substitute index within forty-five (45) days after either party has notified the other that said index is no longer published. In the event the parties fail to agree upon a substitute index, then, in that event, the Lessor shall substitute an index recognized by the United States Government of equal quality, which gathers economic information and which is published as an index reflecting increases or decreases in the cost of living in the United States.
- (6) For any fractional calendar month the minimum rent herein provided for a full calendar month shall be payable on a proportional basis.
- (7) All minimum rent payments shall be due and paid on or before the first of each month.
- (8) At any time during the term of this Lease, should the facility become inoperable for any length of time and where the business of the lessee is obviously affected, the monthly rent may be reduced by an amount negotiated by the Lessor and the Lessee. This may include acts of nature such as red tide and major storm events.
- (9) In addition to rent the Lessee will make facility improvements as stated in section "D" of Lessee's proposal. The improvement schedule and

estimates provided in proposal are considered to be the minimum and a detailed plan must be submitted the beginning of the contract year and each successive calendar year.

- B. License Fees. In addition to the rents above specified, Lessee shall obtain all permits and licenses required by any and all laws of any Federal, State, or local governmental agency and the ordinances of the City of St. Pete Beach and pay all fees therefore.
- C. Sales Tax. Lessee shall pay seven percent (7%) sales tax, if applicable, on the monthly rental of the leased premises from Lessor. Provided, however, if during the term of this Lease, the sales tax is increased or decreased then, in that event, the Lessee shall pay the applicable sales tax.

5. BOOKS, RECORDS AND AUDITS:

- A. Books and Records. Lessee agrees to keep accurate books and records in accordance with recognized accounting practices concerning all gross receipts from sales as herein defined and to keep and preserve in the City of St. Pete Beach for a period of seven (7) years following the end of each lease year full, complete and true records thereof. All books and records maintained by Lessee relating to gross receipts shall be available at all reasonable hours for inspection and copying by Lessor and its agents.
- B. Report. On or before the ninetieth (90th) day after the end of each calendar year, Lessee shall deliver to the office of the Finance Director a certified statement prepared by Lessee's independent certified public accountant showing gross receipts for the preceding year.
- C. Finality of Report. Unless Lessor on Lessee shall serve notice of dissatisfaction within thirty (30) days after the receipt of any statements submitted by Lessee as herein provided, such statement shall be deemed final and binding upon the parties, fraud and violations of law excepted.

6. USE OF PREMISES BY LESSEE:

- A. Required Uses. The Lessee is required to provide full restroom facilities, including hot water and they shall be open to the public each day of the year from 6:00 a.m. until dusk regardless of weather conditions.
- B. Permitted Uses. The Lessee may use the premises as follows:
 - (1) Sale of clothing, souvenirs, sundries, and gifts;
 - (2) Sale of food products, prepared on the premises and/or packaged;
 - (3) Other merchandise as specifically approved by the City Commission.

- (4) The Lessee shall also cooperate with Lessor in all civic and special events including patio rentals which are conducted on or in the vicinity of leased premises, e.g., Beach Fest, Concerts, Weddings, etc.
- (5) All rental properties such as cabanas, umbrellas, chairs, etc. shall be secured from the general public at the close of each workday.
- (6) Bicycle rentals. All equipment associated with the rental of bicycles shall be secured from the general public at the daily close of business.
- (7) Beach wheelchair and Hoyer lift shall be made available upon request, cleaned and secured by the Lessee.

C. Prohibited Uses. The Lessee shall not:

- (1) Sell alcoholic beverages.
- (2) Engage in any unlawful, improper or offensive uses.
- (3) Engage in any residential use on the property.
- (4) Use the premises in any manner, which would cause damage or injury to the leased Premises.
- (5) Remote facilities are prohibited, except in conjunction with an approved special event, and all sales must be conducted from the premises shown on both **Exhibit "A"** and **Exhibit "B"**.
- (6) Conduct any use or activity, which the City determines is not consistent with the character of the permitted uses as, set forth above. If the Lessor determines a use or activity is inconsistent with the permitted uses and activities, the Lessor shall issue a written notice to the Lessee to discontinue the use or activity and the Lessee shall have thirty (30) days from the receipt of said notice to discontinue the use or activity.
- (7) Rental of Property, except for one (1) block vicinity of the premises on the sandy beach area. At the option and discretion of the City Commission, the rental of cabanas or other properties may be terminated at any time during the term of this lease.

7. RESPONSIBILITIES OF LESSEE:

A. Operation. The Lessee shall provide all equipment and merchandise necessary for the operation of the concession stands. The Lessee shall be responsible for keeping the leased premises free of all trash, garbage, and other debris and shall be responsible for picking it up and depositing it in trash containers. The Lessee understands that the Lessor expects the premises and concession to be maintained and operated as a first class facility with modern/working equipment; and in that regard, throughout the term of this Lease, the Lessee is expected to operate the facility in a manner consistent with said expectations and objective of the Lessor. The City Manager or his designee shall make the responsibility for the determination of whether the Lessee has met the standards set by this paragraph.

B. Responsible Lessee Agent. Lessee shall provide Lessor with a written list of responsible agent(s). Such list shall include pertinent data as address, telephone numbers, etc., where said agent(s) may be contacted at any time of the day or night. The agent(s) shall be clothed with full authority to act for the Lessee in all

cases and to carry out any instructions relative to the Lease, which may be given, by Lessor or its agent.

- C. Lessor Access. Lessor, its agents, and employees, or any person duly authorized by it shall be given free access to the leased premises for the purposes of making inspections to ascertain whether the premises are maintained and operated to the standards heretofore specified.
- D. Public Restrooms. Restrooms shall be open to the public from 6:00 a.m. until dusk every day regardless of the hours of concession operation or weather conditions. Lessor, its agents, or employees shall closely monitor the maintenance of the restroom facilities. Daily cleaning is required as well hourly checks for cleanliness. Paper goods and restroom supplies are to be furnished by the Lessee. Lessee shall also be responsible to lock the restroom doors each evening at 10 p.m. or a time designated by the lessor. Restroom facilities must be maintained in accord with conditions required by any City, County, State and/or Federal law. Plumbing repairs to these public restroom facilities and outside showers shall be the responsibility of the Lessor.
- E. Additional Obligation of Lessee.
- (1) Lessee shall purchase any Occupational License or licenses required by the City of St. Pete Beach.
 - (2) Lessee shall pay all taxes which may be levied on the Lessor's property and its contents, when due.
 - (3) Lessee shall not assign this lease or sublet the premises or any part thereof. The Lessee may enter into management agreements with third parties. In the event the Lessee enters into such management agreements, it is agreed that such third parties do not have any rights or privileges under this Lease.
 - (4) Lessee shall quit the leased premises at the end of the term or any renewal thereof, in as good condition as said premises now are, ordinary wear, decay and damage excepted.
 - (5) Before Lessee can erect any sign or make any change in the appearance of the buildings or improvements located on the premises, including a change in the color of the paint and/or stain used on said improvements, Lessee shall obtain the written approval of the Lessor.
 - (6) Lessee and Lessor mutually understand and agree that nothing contained in this Lease is intended, or shall be construed, as creating or establishing the relationship of joint venture partners, agents, or representatives of the Lessor for any purpose or in any manner whatsoever.
 - (7) Lessee agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it under this Lease and increase same, and not to divert or cause, or allow to be diverted any business from the concession.
 - (8) Lessee shall assume all risks incident to or in connection with its business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its

operations at leased premises and shall indemnify, defend and save harmless the Lessor, its authorized agents and representatives, from any penalties for violation of any law, ordinance or regulation affecting its operations, and from any and all claims, suits, losses, damages or injuries to persons or property of whatsoever kind or nature arising directly or indirectly out of the operation of such business, or resulting from the carelessness, negligence, or improper conduct of the Lessee or any of its agents or employees.

- (9) Lessee shall provide a money exchange with a supply of appropriate denominations of money for purchase by the public for parking meters/parking pay stations.
- (10) Lessor shall provide two (2) parking spaces that are reserved for the lessee. The spaces shall be located as close to the concession stand as reasonably possible. Additional parking permits may be purchased at the customary rate.

8. MANTENANCE OF LEASED PREMISES:

A. Lessor Responsibilities. The Lessor shall continually maintain and be responsible for:

- (1) All exterior and structural repairs to the concession buildings other than what's being proposed in the agreement.
- (2) Water service, drainage and waste pipes in connection with the public restrooms.
- (3) Lights, wires, and conduits, ventilating fans associated with the restrooms facilities.
- (4) Exterior decorative security pole lights.
- (5) All seawall repairs and maintenance.

B. Lessee Responsibilities.

- (1) The Lessee shall provide the necessary management, labor and materials, for janitorial and custodian services, trash and garbage removal services and for any and all other related services necessary to maintain the leased premises in a clean sanitary condition and safe throughout the term of this Lease.
- (2) Such maintenance shall be at the Lessee's sole expense and shall be subject to general inspection by the Lessor to insure a continuing quality of maintenance and appearance and physical condition of the leased premises, including the area of the dumpsters, commensurate with maintenance, health, and safety standards established by the Lessor.
- (3) Waste pipes and grease traps providing and leading from the premises, which are located both interior and exterior of the facility and those portions of all utility lines supplying said premises which are located outside the premises unless such utility lines are maintained or repaired by utility companies.

- (4) All repair and maintenance for air conditioning, ventilating and exhaust equipment, including wiring, pipes, conduits and other associated equipment with the concession and gift shop business.
- (5) Maintain hot and cold water services to the concession business.
- (6) Lessee must maintain and repair concession serving windows, screens, doors and shutters.
- (7) The lessee will be responsible for the necessary pest exterminating services needed to keep premises clean and sanitary.

Such maintenance shall be at the Lessee's sole expense and shall be subject to general inspection by the Lessor to insure a continuing quality of maintenance and appearance and physical condition of the leased premises, including the area of the dumpsters.

C. Property Damages. The Lessee shall be responsible for all damage or injury to property caused by the use of the leased premises, ordinary wear and tear accepted. Lessee shall be responsible for repairs to plumbing, electrical and the food serving shutters in concession area.

D. Miscellaneous. Lessee shall keep all equipment and fixtures, furnishings and other property installed by it in good operating condition and repair.

9. IMPROVEMENTS:

A second agreement will be incorporated with this lease of all proposed improvements as stated in offeror's proposal. A detailed plan must be submitted the beginning of the contract year and each successive calendar year on proposed improvements. Upon prior written approval by Lessor, Lessee shall have the right to make alterations to the leased premises in conformity with the general architectural and design criteria established by the Lessor for the premises.

10. UTILITIES:

Lessee shall furnish all utilities including electricity, gas, telephone, sewer and water, which may be required on the leased premises. A default by the Lessee in the payment of any utility bill shall constitute a default under the terms of this Lease.

11. INSURANCE:

A. Fire, Property Damage and Other Hazard. The Lessee shall, at its expense, carry fire insurance, property damage insurance and such other hazard insurance as may be deemed necessary to protect the Lessor's interest in the leased premises from any loss or damage occasioned by the Lessee's use of the leased premises. The Lessee shall defend any action instituted against the City as a result of any such property damage or personal injury. Provided, however, that the City may, at its option determine to employ its own counsel.

B. Liability and Property Damage. Lessee, at its own expense, shall keep in force during the term of this Lease, insurance issued by responsible insurance companies and in form acceptable to the Lessor, for the protection of Lessor against all liabilities, judgments, costs, damages and expenses which may accrue against, be

charged to or recovered from Lessor, by reason of damage to the property of, injury to or death of any person or persons on account of any matter or thing which may occur on the leased premises, in a policy or policies in the amount of One Million Dollars, (\$1,000,000.00), provided that such coverage may be limited by the usual and customary limitations and additions contained in standard owners-landlord-and tenant policies written by the majority of stock or mutual insurance companies doing business in the City of St. Pete Beach and provided such policies shall protect the Lessor against products liability in the amounts set forth above.

C. Workers' Compensation. Lessee shall procure and obtain Workers Compensation insurance during the term of this Lease in the maximum amounts required by law.

D. Payment of Insurance. Said insurance shall be procured by the date of the execution of this Lease and shall be kept and shall be maintained in full force and effect throughout the entire term of this Lease or any extension thereof at the sole expense of the Lessee. Copies of all such policies shall be delivered to Lessor and the Lessor shall receive copies of any notices of termination of said insurance.

12. INDEMNIFICATION AND HOLD HARMLESS: Lessee shall hold the City free and harmless of and from any and all liability or responsibility for any property damage or personal injury damage which may occur from or arise out of the Lessee's activities and/or conduct of its business on or about the leased premises. The Lessee shall defend any action instituted against the City as a result of any such property damage or personal injury. Provided, however, that the City may, at its option, determine to employ its own counsel.

13. LESSOR'S RIGHT OF ACCESS: Lessee shall allow Lessor, through its designated agents, free access to the leased premises for the purpose of examining the same to ascertain if they are in safe, sanitary and good repair, to make repairs, renewals or restorations to the extent required to be made by Lessor under other sections of this Lease and to inspect the leased premises from time to time, in order to assure itself of compliance with the terms and conditions of this Lease. With respect to the operation and use of the premises, Lessee shall comply immediately with any recommendation made by Lessor regarding cleanliness, sanitation, maintenance, as well as compliance with any local, state or federal law.

14. NONDISCRIMINATION: Lessee shall not discriminate against any person, employee or applicant for employment because of race, color, religion, sex, age or national origin.

15. SECURITY DEPOSIT: As security for the faithful performance of Lessee's obligations as created hereunder or as provided by law, the Lessee shall deposit with Lessor Five Thousand (\$5,000) dollars or an amount equivalent to one month's rent which ever is greater. Lessor shall hold as a Security, Said security deposit and shall be returned to the Lessee within thirty (30) days of the expiration of the Lease, provided Lessee furnishes Lessor with proof of compliance with all terms of this Lease, including the payment of all utilities and improvements. Lessor has also inspected the premises and finds no defaults

of Lessee's obligations requiring forfeiture of all or part of said security deposit. The security deposit is also subject to an increase equivalent to the rise in the cost of living.

16. DISPOSITION OF STRUCTURE AND IMPROVEMENTS: Upon the termination of this Lease by a lapse of time or otherwise, including Lessee's default, the entire facility, including improvements made thereto, shall become the property of the Lessor and shall not be removed by the Lessee.
17. DEFAULTS: A default shall occur in the event the Lessee fails and/or refuses to comply with any of the terms and conditions contained in this Lease; or if the Lessee fails and/or refuses to comply with any applicable law, code or ordinance. In any of the following events Lessor, at any time hereafter, shall have the right at Lessor's election immediately to terminate this Lease Agreement:
 - A. Failure to pay rent. In the event Lessee shall fail to pay the rent in the amounts and at the time and in the manner herein provided and such failure shall continue for thirty (30) or more days;
 - B. Violations of covenant. In the event Lessee shall fail to keep and perform or shall violate the terms, covenants and conditions of this Lease on its part to be kept and performed, and Lessee shall not have cured or corrected such failure or violation within thirty (30) days after written notice thereof shall have been given to Lessee;
 - C. Insolvency. If Lessee shall make an assignment for the benefit of creditors, or shall file a petition in bankruptcy or insolvency, or shall be adjudged a bankrupt, or in the interest of Lessee under this Lease shall be levied upon and sold upon execution or shall by operation of law become vested in another person, firm or corporation because of the insolvency of Lessee; or in the event that a receiver or trustee shall be appointed for Lessee or the interest of Lessee under this Lease.
 - D. Abandonment. In the event Lessee shall vacate or abandon said premises, or, shall permit the same to remain vacant or unoccupied without the consent of Lessor.
 - E. Maintenance. In the event said premises shall not be maintained by Lessee as herein required, Lessor may enter said premises (without such entering, causing or constituting a termination of this Lease or any interference with the possession of the leased premises by Lessee) and may cure the default of Lessee. Should such event occur, Lessee agrees to pay Lessor in addition to the rent hereby reserved all reasonable costs and expenses incurred by Lessor in curing such default. Such maintenance shall be at the Lessee's sole expense and shall be subject to general inspection by the Lessor to insure a continuing quality of maintenance and appearance and physical condition of the leased premises commensurate with maintenance, health and safety standards established by the Lessor.
 - F. Insurance. In the event of the failure of the Lessee to maintain such insurance as provided herein, the City shall have the right to terminate the Lease immediately and to take such other steps as the City deems appropriate in order to cancel and terminate said Lease.

18. REMEDIES.

- A. Repossession by Lessor. Upon the occurrence of any one or more of the events of default specified in Section 17 hereof, Lessee's rights to possession of the leased premises shall terminate and Lessee shall surrender possession thereof immediately. In such event Lessee hereby grants to Lessor full and free license to enter into and upon said premises, or any part thereof, to take possession thereof with or without process of law, and to expel and remove Lessee or any other person who may be occupying the said premises, or any part thereof, and Lessor may use such force in and about expelling and removing Lessee and said other person as may reasonably be necessary; and Lessor may repossess said premises, but said entry of said premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue hereof, nor a waiver of any covenant, agreement or promise in said lease contained, to be performed by Lessee. Lessee shall make no claim of any kind against Lessor, its agents and representatives by reason of such termination or any act incident thereto.
- B. Dispute Resolution. This contract shall be construed under Florida Law. The parties agree that all controversies, claims and other matters in question between the parties arising out of or relating to this Contract or its breach shall be resolved through mediation. Upon notice of any party to the contract of a dispute, question or controversy, the parties shall agree to the appointment of a qualified mediator. A qualified mediator is a person who has received at least 40 (forty) hours of mediation training and has actual experience as a mediator in resolving contract disputes. If the dispute, question or controversy is not resolved through mediation within 60 (sixty) days of a notice of the dispute between the parties, in that event, the parties may proceed with a civil action in the state court with Jurisdiction over the dispute.
- C. Damages. In any action brought to enforce the Lease, the successful party may recover reasonable court costs and attorneys' fees for bringing the action.
- D. Other Remedies. Lessor may, if it so elects, pursue any other remedies provided by law for the breach of this Lease or any of its terms, covenants, conditions or stipulations. No right or remedy herein conferred upon, or reserved to Lessor or Lessee is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law or at equity or by statute.
- E. Removal of Property. Any and all property which may be removed from the leased premises by Lessor pursuant to the provisions hereof or of law, may be handled, removed or stored by Lessor at the sole risk, cost and expense of Lessee, and Lessor shall in no event be responsible for the value, preservation or safekeeping thereof. Lessee shall pay to Lessor upon demand any and all storage charges against such property so long as the same shall be in Lessor's possession or control.

F. Security Deposit. In addition to the foregoing, in the event of default, Lessee shall forfeit any right to the security deposit and Lessor shall be entitled to said security deposit as payment for any damages resulting from Lessee's breach.

19. WAIVER DEFAULT: The acceptance of rent by Lessor, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Lessee, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express waiver in writing, shall not be construed as a waiver of Lessor's right to act or of any other right hereby given Lessor, or as an election not to proceed under the provisions of this Lease.

20. EFFECTS OF DEMANDS: The obligation of Lessee to pay the rent reserved hereby during the balance of the term hereof, or during any extension hereof, shall not be deemed to be waived, released or terminated by the service of any thirty (30) day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the leased premises. Lessor may collect and receive any rent due from Lessee, and payment or receipt thereof shall not waive or affect any such notice, demand or suit, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor may have by virtue hereof.

21. NOTICES:

A. Lessor. In every case where, under the provisions of this Lease, it shall be necessary or desirable for Lessee to give to or serve upon Lessor any notice or demand, it shall be sufficient to send a written or printed copy of said notice or demand by registered mail, postage prepaid, addressed as follows:

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

B. Lessee. In every case where under the provisions of this Lease it shall be necessary or desirable for Lessor to give to or serve a written or printed copy of said notice or demand by registered mail, postage prepaid, or by personal service, addressed as follows:

Michael P. Janecek, Owner
Rita K. Janecek, Owner
709 Gulf Way, Suite 100
St. Pete Beach, FL 33706

IN WITNESS WHEREOF, the parties have signed their hands and set their seals this

22nd Day of May 2008.

CITY OF ST. PETE BEACH

BY:

Michael P. Bonfield
MICHAEL P. BONFIELD, CITY MANAGER

ATTEST:

Jessica McMaste
CITY CLERK

(Seal)

BY:

Michael P. Janeczek

NAME (print)

Michael P. Janeczek

BY:

Rita K. Janeczek

NAME (print)

RITA K. Janeczek

Approved as to form:

[Signature]
CITY ATTORNEY

EXHIBITS A & B.

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "First Amendment"), is made as of the "Effective Date" set forth below, by and between the **CITY OF ST. PETE BEACH** ("Lessor"), and **PARADISE SWEETS, LLC**, a Florida corporation ("Lessee"), for the purposes set forth herein.

WITNESSETH:

WHEREAS, Lessor and Lessee have previously executed that certain "Lease Agreement for the City of St. Pete Beach Concession Stands," dated May 22, 2008 (the "Lease"), pursuant to which Lessee has leased from Lessor certain premises (the "Premises"), commonly known as "Pass-A-Grille" and "Upham Beach Concession Stands," located within the City of St. Pete Beach; and

WHEREAS, Lessor and Lessee have agreed to amend the Lease, as more fully set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing recitals (which are incorporated herein by this reference), the sum of Ten and No/100 Dollars (\$10.00) each to the other paid, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby covenant and agree as follows:

1. Lease Amendments:

A. Exhibit "A" attached to the Lease is hereby deleted and replaced with the new Exhibit "A", attached to this First Amendment and made of part hereof. All references to Exhibit "A" in the Lease shall mean and refer to Exhibit "A" attached to this First Amendment.

B. Section 4 of the Lease is hereby amended by adding the following new Section 4(A)(10):

"(10) Lessee hereby agrees to complete negotiations and execute an amendment to this Lease with Lessor prior to October 1, 2009, which amendment shall address adjustments to Lessee's Minimum Rent and Additional Rent obligations."

C. Section 4 of the Lease is hereby amended by adding the following new Section 4(D):

"D. Additional Rent. Commencing as of the Effective Date of the First Amendment to this Lease, Lessee shall be obligated to pay to Lessor as "Additional Rent" fifty percent (50%) of the gross rental revenue generated from the rental of the patio area, to be paid monthly along with all required Minimum Rent payments to Lessor. In no event shall Lessee's annual Additional Rent payments for the patio area be less than Six Thousand and No/100 (\$6,000.00)."

D. Section 6(B) of the Lease is hereby amended by adding the following Section 6(B)(8):

"(8) Sale of beer and wine subject to: (i) the period of time set forth in Section 6(B)(9) of the First Amendment to this Lease; (ii) Lessee's compliance with all Federal, State and

Local laws, codes and regulations for the sale of beer and wine; and, (iii) upon Lessee obtaining all valid licenses, permits and insurance for the sale of beer and wine."

E. Section 6(B) of the Lease is hereby amended by adding the following Section 6(B)(9):

"Lessee hereby agrees that all beer and wine served at the Premises shall only be served in single disposable "biodegradable" cups, as that term is commonly used in the food and beverage industry, and not in any glass, metal cans or other non-biodegradable materials, whether such materials are recyclable or not, and in no event as package sales. All beer and wine served at the Premises shall be served for consumption on the Premises only and may only be served prior to the hours of 10:00 P.M. Monday through Sunday. Lessee's sale of beer and wine at the Premises is approved by the First Amendment to this Lease solely, however, for the period of one (1) year following the Effective Date of the First Amendment to this Lease, following which all sales of beer and wine by Lessee at the Premises shall cease."

F. Section 6(C)(1) of the Lease is hereby deleted in its entirety.

G. Section 12 of the Lease is hereby amended by replacing the existing Section 12 in its entirety with the following:

"12. INDEMNIFICATION AND HOLD HARMLESS/NON-WAIVER OF SOVEREIGN IMMUNITY.

A. Indemnification and Hold Harmless. Lessee covenants and agrees that it will indemnify and hold harmless the Lessor and all of the Lessor's officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by Lessee during the performance of this Lease, whether direct or indirect, and whether to any person or property to which Lessor or said parties may be subject, except that neither Lessee nor any of its sub-Lessees will be liable under this section for damages arising out of injury or damage to person or persons directly caused or resulting from the sole negligence of Lessor or any of its officers, agents or employees.

B. Non-Waiver of Immunity. Notwithstanding anything in this Lease, or any amendments thereto to the contrary, nothing contained in this Lease or any amendments thereto shall be construed as modifying, limiting, restricting, waiving or otherwise adversely affecting any sovereign immunity defenses and limitations available to Lessor under Florida law."

2. Except as otherwise modified by this First Amendment, all provisions, conditions, duties and obligations set forth in the Lease shall remain in full force and effect and unaffected by this First Amendment.

3. This First Amendment embodies the entire agreement between the parties hereto regarding this First Amendment and supersedes any prior understandings or written or oral agreements between the parties concerning the First Amendment. This First Amendment cannot be varied, modified, amended or altered except by the written agreement of the parties.

4. This First Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original. This First Amendment may be executed via facsimile and the facsimile signature of any party shall be considered valid, binding and effective for all purposes.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this First Amendment to be effective (the "Effective Date") as of the date the latter of Lessor or Lessee executes this First Amendment below.

CITY OF ST. PETE BEACH, a Florida
municipal corporation

By: Michael P. Bonfield

Print Name: Michael P. Bonfield

Its: City Manager

Date: October 21, 2008

ATTEST:

Theresa McMaster
City Clerk

SIGNED IN THE PRESENCE OF:

Steven J. Hallock
Signature

STEVEN J. HALLOCK
Print Name

Carmie Rest
Signature

CARMIE REST
Print Name

Steven J. Hallock
Signature

STEVEN J. HALLOCK
Print Name

Carmie Rest
Signature

CARMIE REST
Print Name

PARADISE SWEETS, LLC, a Florida limited
liability company

By: Michael P. Jancek

Print Name: Michael P. Jancek

Its: Manager/Member

Date: 10/20/08

By: Rita L. Jancek

Print Name: RIITA L. Jancek

Its: Manager/Member

Date: 10/20/08

EXHIBIT "A"

Depiction of the Existing Premises

[See Attached Page]

Exhibit "A"

GULF OF MEXICO

Scale

BEACH

P.O.B.

These are the
the location of
the structure
the site plan
for the area

122'

100'

CONCESSION
STAND

PATIO

120.1
120.1

8-Tile Pole

BEACH

PASS-A-GRILLE

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (this "Second Amendment"), is made as of the "Effective Date" set forth below, by and between the CITY OF ST. PETE BEACH ("Lessor"), and PARADISE SWEETS, LLC, a Florida corporation ("Lessee"), for the purposes set forth herein.

WITNESSETH:

WHEREAS, Lessor and Lessee have previously executed that certain "Lease Agreement for the City of St. Pete Beach Concession Stands," dated May 22, 2008 (the "Lease"), pursuant to which Lessee has leased from Lessor certain premises (the "Premises"), commonly known as "Pass-A-Grille" and "Upham Beach Concession Stands," located within the City of St. Pete Beach; and

WHEREAS, Lessor and Lessee have previously executed that certain "First Amendment to Lease Agreement", dated October 21, 2008 (the "First Amendment"), which in 1(B)(10) required "Lessee hereby agrees to complete negotiations and execute an amendment to this Lease with Lessor prior to October 1, 2009, which amendment shall address adjustments to Lessee's Minimum Rent and Beer/Wine Sales Additional Rent obligations"; and

WHEREAS, Lessor and Lessee have agreed to amend the Lease, as more fully set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing recitals (which are incorporated herein by this reference), the sum of Ten and No/100 Dollars (\$10.00) each to the other paid, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby covenant and agree as follows:

1. Lease Amendment:

A. Section 4 of the Lease is hereby revised by revising the following language within 4(A)(3)(a):

"(3) For the year 2010 the minimum rent shall be \$106,344.00 payable as follows:

- a. Each monthly installment beginning January 1, 2010 through December 1, 2010 is \$8,862.00"

B. Section 4 of the Lease is hereby revised by adding the following new Section 4(E):

E "Beer/Wine Sales Additional Rent". Beginning in January 2011 annual beer and wine sales for the previous year, January 1st through December 31st, will be reviewed. If ten percent (10%) of the net beer and wine sales (total sale price of beer and wine minus the direct invoice cost to Lessee of purchase of such beer and wine) exceeds \$15,000, then the Lessee agrees to pay the Lessor an amount equal to ten percent (10%) of the amount by which all such net beer and wine sales during the preceding calendar year exceeded \$15,000 (the "Beer/Wine Sales Additional Rent"). Such Beer/Wine Sales Additional Rent, if any, will be determined and paid in the following manner:

(1) Determination of Beer/Wine Sales Additional Rent. On or before fourteen (14) calendar days of December 31, the Lessee shall deliver to Lessor a written declaration containing the total direct invoice cost charged by the vendors to Lessee for sale of beer or wine to Lessee during the prior calendar year and the total amount of beer and wine sales by Lessee during such time period. Such declaration shall be accompanied by copies of supporting documentation.

(2) Lessee shall pay Lessor the Beer/Wine Sales Additional Rent in equal monthly installments, commencing with the March payment or, if delivery of the written declaration is delayed as provided for in this Section, commencing with the April payment..

(3) Lessor may audit and inspect the books and records of Lessee. If Lessor and Lessee do not agree on the amount of money owed by Lessee under this provision, the amount not in dispute will be paid pending resolution of the dispute.

(4) If the written declaration cannot be delivered in the time frame listed in 4E(1), delivery may be delayed for up to thirty (30) days

C. Section 6 of the Lease is hereby amended by revising the following language within 6(B)(4):

"(4) The Lessee shall also cooperate with the Lessor in all civic and special events including patio rentals which are conducted on or in the vicinity of leased premises, e.g. Beach Fest, Concerts, Weddings, Non-Profit Events, etc."

2. Except as otherwise modified by this Second Amendment, all provisions, conditions, duties and obligations set forth in the Lease and the First Amendment shall remain in full force and effect and unaffected by this Second Amendment.

3. This Second Amendment embodies the entire agreement between the parties hereto regarding this Second Amendment and supersedes any prior understandings or written or oral agreements between the parties concerning the Second Amendment. This Second Amendment cannot be varied, modified, amended or altered except by the written agreement of the parties.

4. This Second Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original. This Second Amendment may be executed via facsimile and the facsimile signature of any party shall be considered valid, binding and effective for all purposes.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Second Amendment to be effective (the "Effective Date") as of the date the latter of Lessor or Lessee executes this First Amendment below.

CITY OF ST. PETE BEACH, a Florida municipal corporation

By: Michael P. Bonfield

Print Name: Michael P. Bonfield

Its: City Manager

Date: January 4, 2010

ATTEST:

Theresa McIlhenny
City Clerk

SIGNED IN THE PRESENCE OF:

[Signature]
Signature
CONNIE KEST
Print Name

[Signature]
Signature
ED PICKHAUS
Print Name

[Signature]
Signature
CONNIE KEST
Print Name

[Signature]
Signature
ED PICKHAUS
Print Name

PARADISE SWEETS, LLC, a Florida limited liability company

By: [Signature]

Print Name: Michael P. Janeczek

Its: Manager/Member

Date: 12/30/09

By: [Signature]

Print Name: KITA K. JANECZEK

Its: Manager/Member

Date: 12/30/09

Here is a list of improvements made:

roof

painting 3x pag

electrical outlets added

amp added

storm shutters

metal doors - mens room, ladies room, storage closet

ladies room changing area

storgage shed enlarged

landscaping - sodded front lawn, planted bushes, added white shells

painted parking space lines

replaced all picnic tables - we own them but they contribute to improvement in the over all appearance

added additional rail seating where old rick rack divider used to be

replaced walkover railings

new cabanas and chairs - our property, but again it gives a fresh new look

upham- painted 2x

**Paradise Sweets LLC
900 Gulf Way
St. Pete Beach, FL 33706**

January 25, 2013

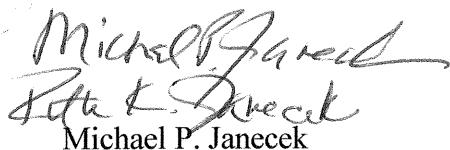
Mr. Michael Bonfield
City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

LEASE EXTENSION

Dear Mr. Bonfield:

We are writing because our current lease term will expire on May 31, 2013, and we wish to extend our current lease term for an additional five (5) years.

Sincerely,

Handwritten signatures of Michael P. Janecek and Rita K. Janecek. The signature of Michael P. Janecek is written in cursive and is positioned above the signature of Rita K. Janecek, which is also in cursive.

Michael P. Janecek
Rita K. Janecek
Paradise Sweets LLC

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

Issue Considered: First Reading and Public Hearing of Ordinance 2013-14

Date: April 9, 2013

Prepared By: George Kinney, AICP

Summary of Issue: City of St. Pete Beach Ordinance 2011-42 was adopted on January 24, 2012 and inadvertently omitted signage provisions as they relate to the Community Redevelopment District – Eight Avenue (CRD-EA) zoning district. In addition, the City’s contract Code Publisher (MuniCode) has not yet reflected all the changes made by Ordinance 2011-42. Accordingly, this Ordinance is brought to reinstate the CRD-EA language and to readopt and affirm the entire Division as presented.

Requested Motion: “I move to approve Ordinance 2013-14 (read title)”

Attachments: Ordinance 2013-14 and Exhibit.

Reviewed by City Manager: MB

CITY OF ST. PETE BEACH, FLORIDA

ORDINANCE NO. 2013-14

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA CORRECTING AN OMMISSION AND RE-ADOPTING DIVISION 26 OF THE LAND DEVELOPMENT CODE; 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 recently adopted amendments to Division 26 of the Land Development Code as provided for in Ordinances 2011-42 and 2012-16; and

WHEREAS, Ordinance 2011-42 and 2012-16 inadvertently omitted applicable regulations for the Community Redevelopment District – Eight Avenue District; and

WHEREAS, the amendments made by Ordinance 2011-42 have not been reflected in the Municode Library, which is the City’s contractual legal publisher; and

WHEREAS, the City finds a need to readopt the entire sign code for the purpose of affirming the changes made by Ordinance 2011-42; and

WHEREAS, the City’s Planning Board, acting as the City’s local planning agency, has reviewed this ordinance amending and re-adopting Division 26 of the Land Development Code; and

WHEREAS, the City Commission has found this ordinance to be consistent with the City’s adopted comprehensive plan; and

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

WHEREAS, notice of this ordinance has been provided in accordance with applicable law.

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

Section 1. Division 26 of the City of St. Pete Beach, Florida Land Development Code is hereby amended as illustrated in “Exhibit A”.

Section 2. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with this Ordinance.

Section 3. If any portion or part of this Ordinance is declared invalid by a court of competent jurisdiction, the valid remainder hereof shall remain in full force and effect.

Section 4. This Ordinance shall become effective immediately upon adoption.

STEVE MCFARLIN, MAYOR

LPA PUBLIC HEARING:

PUBLISHED:

FIRST READING:

PUBLISHED:

SECOND READING/ADOPTION HEARING:

PUBLISHED:

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 _____, 2013

Rebecca Haynes, City Clerk

Sec. 26.1. - Purpose, intent and scope.

Sec. 26.2. - Definitions.

Sec. 26.3. - Illustrations of type of signs and methods of measurement.

Sec. 26.4. - Prohibited signs.

Sec. 26.5. - Nonconforming signs.

Sec. 26.6. - Exemptions.

Sec. 26.7. - Building permits.

Sec. 26.8. - Shielding of illumination.

Sec. 26.9. - Substitution of noncommercial speech for commercial speech.

Sec. 26.10. - Content neutrality as to sign message (viewpoint).

Sec. 26.11. - Sign permit required.

Sec. 26.12. - Application.

Sec. 26.13. - Fees.

Sec. 26.14. - Conditions.

Sec. 26.15. - Appeals.

Sec. 26.16. - Enforcing official.

Sec. 26.17. - Failure to comply.

Sec. 26.18. - Violations and penalties.

Sec. 26.19. - Adoption of zoning regulations.

Sec. 26.20. - Freestanding signs.

Sec. 26.21. - Setback measurement.

Sec. 26.22. - Double-faced signs.

Sec. 26.23. - Illumination.

Sec. 26.24. - Time and temperature signs.

Sec. 26.25. - All districts.

Sec. 26.26. - RU-1, RU-2, RLM-1 and RLM-2 Residential Districts.

Sec. 26.27. – RM and DCR Residential Districts.

Sec. 26.28. - ROR Residential/Office/Retail District.

Sec. 26.29. - RFM Resort Facilities Medium District.

Sec. 26.30. - CG-1 Commercial District.

Sec. 26.31. - CG-2 Commercial District.

Sec. 26.32. - INS Institutional District.

Sec. 26.33. - TC-1 and TC-2 Districts.

Sec. 26.34. - Large Resort and BHC Districts.

Sec. 26.35. – CC-1 and CC-2 Districts.

Sec. 26.36. – CRD-EA District.

Sec. 26.37. – UBV District.

Sec. 26.38. – AC District.

Sec. 26.39. – BR District.

Sec. 26.40. – Traditional Hotel District.

Sec. 26.41. – Severability.

Sec. 26.1. - Purpose, intent and scope.

It is the purpose of this division to promote the public health, safety and general welfare through reasonable, consistent and non-discriminatory sign standards. The sign regulations in this division are not intended to censor speech or to regulate viewpoints, but instead are intended to regulate the secondary effects of speech and especially insofar as those secondary effects may adversely affect aesthetics and traffic and pedestrian safety. In order to preserve and enhance the city as a desirable community in which to live, vacation and do business, a pleasing, visually attractive environment is of foremost importance. The regulation of signs within the city is a highly contributive means by which to achieve this desired end. These sign regulations have been prepared with the intent of enhancing the visual environment of the city and promoting its continued well-being, and are intended to:

- (a) Encourage the effective use of signs as a means of communications in the city;
- (b) Maintain and enhance the aesthetic environment and the city's ability to attract sources of economic development and growth;
- (c) Improve pedestrian and traffic safety;
- (d) Minimize the possible adverse affect of signs on nearby public and private property;
- (e) Foster the integration of signage with architectural and landscape designs;
- (f) Lessen the visual clutter that may otherwise be caused by the proliferation, improper placement, illumination, animation, excessive height, and excessive size (area) of signs which compete for the attention of pedestrian and vehicular traffic;
- (g) Allow signs that are compatible with their surroundings and aid orientation, while precluding the placement of signs that contribute to sign clutter or that conceal or obstruct adjacent land uses or signs;
- (h) Encourage and allow signs that are appropriate to the zoning district in which they are located and consistent with the category of use and function to which they pertain;
- (i) Curtail the size and number of signs and sign messages to the minimum reasonably necessary to identify a residential or business location and the nature of any such business;
- (j) Establish sign size in relationship to the scale of the lot and building on which the sign is to be placed or to which it pertains;
- (k) Categorize signs based upon the function that they serve and tailor the regulation of signs based upon their function;
- (l) Preclude signs from conflicting with the principal permitted use of the site and adjoining sites;
- (m) Regulate signs in a manner so as to not interfere with, obstruct the vision of or distract motorists, bicyclists or pedestrians;

- (n) Except to the extent expressly preempted by state or federal law, ensure that signs are constructed, installed and maintained in a safe and satisfactory manner, and protect the public from unsafe signs;
- (o) Preserve, conserve, protect, and enhance the aesthetic quality and scenic beauty of all districts of the city;
- (p) Allow for traffic control devices consistent with national standards and whose purpose is to promote highway safety and efficiency by providing for the orderly movement of road users on streets and highways, and that notify road users of regulations and provide warning and guidance needed for the safe, uniform and efficient operation of all elements of the traffic stream;
- (q) Protect property values by precluding to the maximum extent possible sign-types that create a nuisance to the occupancy or use of other properties as a result of their size, height, illumination, brightness, or movement;
- (r) Protect property values by ensuring that sign-types, as well as the number of signs, are in harmony with buildings, neighborhoods, and conforming signs in the area;
- (s) Regulate the appearance and design of signs in a manner that promotes and enhances the beautification of the city and that complements the natural surroundings in recognition of this city's reliance on its natural surroundings and beautification efforts in retaining economic advantage for its resort community, as well as for its commercial properties; and
- (t) Enable the fair and consistent enforcement of these sign regulations.

Sec. 26.2. - Definitions.

All words used in this division shall carry their customary dictionary meanings, except that the following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandoned or discontinued sign or sign structure means (a) A sign pertaining to or associated with an event, business, service, or purpose which is no longer ongoing and which has been inactive or out of business for a period of 90 consecutive days or longer; or (b) a sign which contains structural components but no display for a period of 90 consecutive days or longer. This does not include individual panels within a sign for multi-tenant developments unless the multi-tenant development is more than 50 percent vacant.

Advertising means sign copy intended to aid, directly or indirectly, in the sale, use or promotion of a product, commodity, service, activity, entertainment, or real or personal property.

Animated sign means a sign which includes action, motion, or color changes, or the optical illusion of action, motion, or color changes, including signs set in motion by movement of the atmosphere, or made up of a series of sections that turn.

Area of ground supports means the total area of a freestanding sign's structural elements.

Artwork means a two- or three-dimensional representation of a creative idea that is expressed in a form and manner as to provide aesthetic enjoyment for the viewer rather than to specifically convey the name

of the business or a commercial message about the products or services offered on the property upon which the artwork is displayed.

Attached sign means a wall sign, an integral roof sign, marquee sign or a canopy sign.

Banner means any sign or string of one or more signs, usually made of cloth or other lightweight material, which is used to attract attention, whether or not imprinted with words or characters, including but not limited to balloons and pennants. Flags shall not be considered banners.

Beacon means a stationary or revolving light which flashes or projects illumination, single color or multicolored, in any manner which has the effect of attracting or diverting attention, except, however, this term does not include any kind of lighting device which is required or necessary under the safety regulations of the Federal Aviation Administration or other similar agency. This definition does not apply to any similar type of lighting device contained entirely within a structure and which does not project light to the exterior of the structure.

Billboard means a sign structure and/or sign utilized for advertising an establishment, an activity, a product, service or entertainment, which is sold, produced, manufactured, available or furnished at a place other than on the property on which said sign structure and/or sign is located.

Building frontage See frontage, building.

Bus stop informational sign means a freestanding or attached noncommercial sign located at a bus stop and providing information as to the route, hours or times of service.

Canopy sign means any sign that is a part of or attached to an awning, canopy, or other fabric, plastic, or structural protective cover over a door, entrance, window, or outdoor service area. A marquee is not a canopy.

Commercial message means any sign wording, logo, or other representation or image that directly or indirectly names, advertises, or calls attention to a product, service, sale or sales event or other commercial activity.

Construction sign means a temporary on-premise sign identifying the ongoing construction activity during the time that a building permit is active and prior to completion of the work for which the permit was issued, containing sign copy is limited to the ongoing construction activity and identifying the contractor and/or any subcontractor engaged to perform construction activity on the site.

Copy means the linguistic or graphic content of a sign.

Designer sign means a sign that is custom made wall or monument type signs, reviewed by the city manager or his designee and found to be of a higher creative, artistic and three-dimensional, or sculptural nature than the standard types of signs typically used within the sign industry.

Double-faced sign means a single sign with items of information relating to the same business on both sides of the sign and mounted as a single structure.

Drive-through menu sign means a sign placed so as to be viewed from a drive-through lane and which contains only a listing of the products, with prices, offered for sale by the business on which the sign is located and which may provide a mechanism for ordering the products while viewing the sign.

Eave mean the lowest horizontal line of a sloping roof.

Election sign means a temporary sign erected or displayed for the purpose of expressing support for or opposition to a candidate or stating a position regarding an issue upon which the voters of the city shall vote.

Electronic message board sign means a sign by which the message copy can be electronically changed and controlled.

Erect means to build, construct, attach, hang, place, suspend or affix and includes the painting of wall signs.

Facade means the entire building front.

Flag means any fabric, or bunting containing distinct colors, patterns or symbols, used as an ornamental flag or as a symbol of government, political subdivision, corporation or business or other entity. (See also Ornamental flag.)

Flagpole means a pole on which to raise a flag.

Flashing sign means a sign which permits light to be turned on or off intermittently more frequently than once per minute.

Foot-candle means a unit of measure of luminosity of a surface that is everywhere one foot from a uniform point source of light of one candle and equal to one lumen per square foot.

Footlambert means the centimeter gram second unit of brightness equal to the brightness of a perfectly diffused surface that radiates or reflects one lumen per square centimeter.

Free expression sign means a sign, not in excess of three square feet in size (area) and the top of the sign is not more than six feet off the ground, communicating information or views on matters of public policy concern or containing any other noncommercial message, that is otherwise lawful.

Freestanding sign, monument or pole means a sign supported by structures or supports that are placed on or anchored in the ground or at ground level and which are independent of any building or other structure.

Frontage means the length of the property line of a parcel of land which runs parallel with and along a road right-of-way or street, exclusive of alleyways.

Frontage building means the length of the single face of a building or that portion of building occupied by a single office, business or enterprise, commonly referred to as "store-front", which is abutting a street, parking area, or other means of customer access such as an arcade, a mall or a walkway.

Garage or yard sale or garage-yard sign means any onsite temporary sign pertaining to the sale of personal property in, at or upon any residentially-zoned property located in the city. Garage or yard sales shall include but not be limited to all such sales, and shall include the advertising of the holding of any such sale, or the offering to make any sale, whether made under any name such as garage sale, lawn sale, yard sale, front yard sale, back yard sale, home sale, attic sale, rummage sale, patio sale, flea market sale, or any similar designation.

Ground level means the finished grade of a parcel of land exclusive of any filling, berming or mounding. Ground level on marina docks or floating structures shall be the finished grade of the landward portion of the adjoining parcel.

Grand opening sign means an on-premise temporary sign announcing the opening of a newly licensed business, that does not exceed 16 square feet in sign area and that is not displayed for longer than 30 days after the issuance date of the occupational license for the new business.

Height means vertical distance measured from ground level nearest the base of the sign to the highest point on the sign.

Holiday and seasonal decorations mean decorations that pertain to legal or other recognized holidays or to a season of the year.

Illuminated sign means any sign or portion thereof which is illuminated by artificial light, either from an interior or exterior source, including outline, reflective or phosphorescent light, whether or not the source of light is directly affixed as part of the sign.

Integral roof sign means any sign erected or constructed as an integral part of a normal roof structure of any design, such that no part of the sign extends vertically above the highest portion of the roof and such that no part of the sign is separated from the rest of the roof by a space of more than six inches. No integral portion of the roof shall extend more than five feet above the structural roof.

Lot. See definition of Parcel.

Maintenance means the replacing, repairing or repainting of a portion of sign structure, periodically changing changeable copy or renewing copy which has been made unusable by ordinary wear.

Marquee means any permanent roof-like structure projecting beyond a building or extending along and projecting beyond the wall of the building, generally designed and constructed to provide protection from the weather.

Marquee sign means any sign attached to a marquee.

Menu display sign means a fully enclosed or otherwise protected from the elements sign structure, including but not limited to a box, shadow box or cabinet, attached to a wall or freestanding, which is used solely for the purpose of displaying restaurant menus. A menu display may be used for a restaurant without drive-through service and for transient lodging facilities which have restaurant facilities open to the general public in addition to the registered guests. Menu display sign structures shall be limited to one per establishment, having a maximum surface area of not more than 12 square feet, and the zoning districts in which they are permitted.

Multi-tenant development means a development where more than one business may be located, including businesses located above the first floor or otherwise without frontage on a public right-of-way.

Nameplate sign or occupant identification sign means a sign indicating the name and/or profession or address of a person or persons residing on the premises or legally occupying the premises.

Non-commercial message means any message, which is not a commercial message.

Noncommercial on-site directional sign means an on-site sign providing direction or information to pedestrian or vehicular traffic that is related or reasonably necessary to the movement of pedestrian or vehicular traffic on the premises, and not displaying a commercial message, e.g., "entrance," "exit," "caution," "no parking," "one way only," "no trespassing," and the like.

Non-conforming sign means a sign which does not conform with the regulations provided in this division.

Off-premises sign or off-site sign means any sign relating in its subject matter to commodities, accommodations, services or activities on a premises other than the premises on which the sign is located. See also Billboard.

On-premises sign or on-site sign means any sign relating in its subject matter to the commodities, accommodations, service or activities on the premises on which it is located.

Ornamental flag means any fabric or similar material containing patterns, drawings or symbols used for decorative purposes and designed to be flown as a flag.

Parcel means land which has been or which is proposed to be used, developed, or built upon as a unit under single ownership.

Parapet means a false front or wall extension above the roof of a building.

Pennant means any series of small flag-like or streamer-like pieces of cloth, plastic, paper or similar material attached in a row to any staff, cord, building, or at only one or two edges, the remainder hanging loosely.

Permanent sign means any sign which, when installed, is intended for permanent use. For the purposes of this division any sign with an intended use in excess of 12 months from the date of installation shall be deemed a permanent sign.

Portable sign means any sign or poster that is not permanently attached to the ground or structure. For purposes of this division, a cold air inflatable sign shall be considered to be a portable sign.

Premises means any property owned, leased or controlled by the person actively engaged in business at that location.

Projecting sign means any sign affixed perpendicularly to a building or wall in such a manner that its leading edge extends more than six inches beyond the surface of such building or wall.

Real estate sign means a sign advertising the sale, rental or lease of the premises or part of the premises on which the sign is displayed temporarily.

Revolving sign or rotating sign means any sign that revolves or rotates.

Roof sign means any sign erected and constructed wholly on or over the roof of a building, which is supported by the roof structure, or any sign that extends in whole or in part above the roofline of a building.

Roofline means the highest continuous horizontal line of a roof. On a sloping roof, the roofline is the principal ridgeline or the highest line common to one or more principal slopes of roof. On a flat roof, the roofline is the highest continuous line of a roof or parapet, whichever is higher.

Safety sign. See Warning sign.

Sandwich board sign means a portable double-faced, freestanding sign not exceeding 12 square feet in area that is designed such that it can be displayed during business hours and easily removed at the close of business.

Shopping center means a group of five or more independent commercial establishments owned and operated as a planned unit, with off-street parking provided on the property. A shopping center may include a building or structure owned in fee simple, condominium, cooperative, leasehold or other ownership.

Sight visibility triangle means a triangular shaped portion of land established at street intersections or street and driveway intersections in which nothing is erected, or allowed to grow in such a manner as to limit or obstruct the sight distance of motorists entering or leaving the intersection. For street intersections, this triangle is measured 20 feet in length from the intersection along the abutting curb lines to form a triangle; and for driveway intersections, this triangle is measured ten feet from the intersection along the curb line and along the driveway line to form a triangle. (See illustration in [section 6.21.](#))

Sign means any device, fixture, placard or structure which uses color, form, graphics, illumination, architectural style or design with text, or writing to advertise, attract attention, announce the purpose of, or identify the purpose of any person or entity or to communicate information of any kind to the public. The term "sign" includes sign structure.

Sign area means the total square foot area of sign surface, including all parts thereof devoted to the background, computed by bounding the exterior of the sign structure or surface with a series of straight or curved lines tangent thereto (see illustrative examples in [section 26.3](#)). The area of a sign painted directly on a wall or awning and signs with letters attached directly to walls or awnings shall be calculated by constructing an imaginary series of straight lines or lines formed, bounded or characterized by curves around the outside of all elements of the sign.

Sign face means the part of the sign that is or can be used to identify, display, advertise, communicate information, or for the visual representation which attracts or intends to attract the attention of the public for any purpose.

Sign structure means any structure which is designed specifically for the purpose of supporting a sign, which has supports or which is capable of supporting a sign. The definition shall include any decorative covers, braces, wires, supports, or other components attached to or placed around the sign structure.

Snipe sign means any sign tacked, nailed, posted, pasted, glued or otherwise attached to telephone poles, utility poles, or fences, with the message appearing thereon not applicable to the present use of the premises upon which the sign is located.

Statutory sign means a sign required by any statute of the State of Florida or the United States.

Street address sign means any sign denoting the street address of the premises on which it is attached or located.

Subdivision monument identification sign means a monument sign which contains only the name of a platted subdivision or other residential development.

Temporary sign means a sign intended for a use not permanent in nature. For the purposes of this division, a sign with an intended use of one year or less shall be deemed a temporary sign.

Time and temperature sign means a sign which displays the current time and temperature at intervals no more frequently than once per minute and which contains no other messages. Time and temperature signs are regulated within the zoning districts in which they are allowed.

Traffic control device sign means any sign located within the right-of-way that is used as a traffic control device and that is described and identified in the Manual on Uniform Traffic Control Devices (MUTCD) and approved by the Federal Highway Administrator as the National Standard. A traffic control device sign includes those signs that are classified and defined by their function as regulatory signs (that give

notice of traffic laws or regulations), warning signs (that give notice of a situation that might not readily be apparent), and guide signs (that show route designations, directions, distances, services, points of interest, and other geographical, recreational, or cultural information).

Vehicle sign means a sign attached to or placed on a vehicle, including but not limited to automobiles, trucks, boats, campers, and trailers, and that is located on public or private property and is intended to be viewed from a right-of-way for the purpose of providing advertisement of products or services or directing people to a business or activity. This includes signs attached to the following vehicles: On or off-site inoperable vehicles, junk or abandoned vehicles as defined in section 98-67 of the Code of Ordinances, vehicles that have not been driven or moved in 72 hours, or a vehicle with signage attached to it that renders the vehicle not safely drivable. This definition excludes those signs that identify a business organization or its principal services and contact information on a vehicle during that period of time such vehicle is regularly and customarily used to traverse the public street during the normal course of business.

Visibility triangle. See Sight visibility triangle.

Wall sign means a sign which is painted on, fastened to, or erected against the wall of a building with its face in a parallel plane with the plane of the building facade or wall, which is used for advertising.

Warning sign or safety sign means a sign which provides warning of a dangerous condition or situation that might not be readily apparent or that poses a threat of serious injury (e.g., gas line, high voltage, condemned building, etc.) or that provides warning of a violation of law (e.g., no trespassing, no hunting allowed, etc.).

Waterside identification sign means a sign identifying a residential complex, single business property or shopping center and which can be only be viewed from the waters of the Gulf of Mexico, Boca Ciega Bay, the intracoastal waterway or any other navigable waterway.

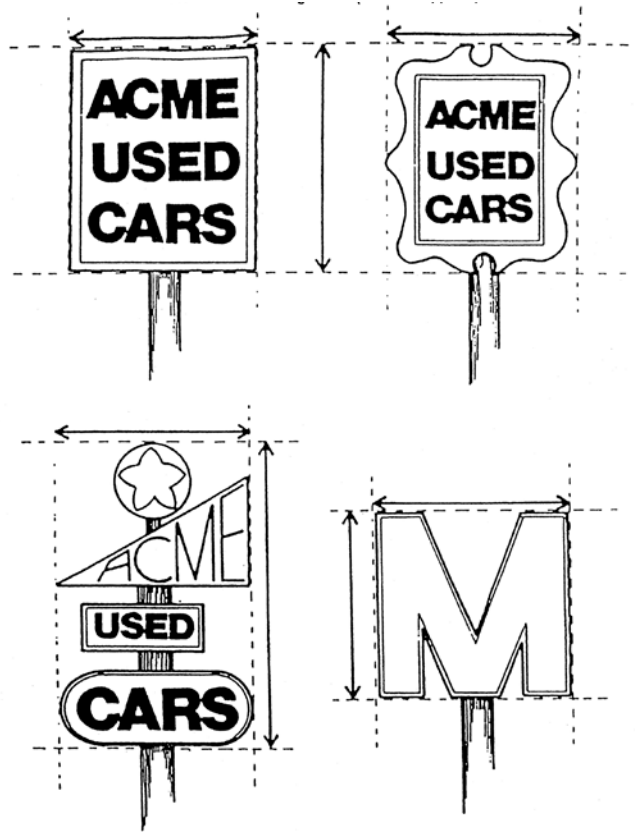
Window sign means any sign painted on or mounted in any fashion on the interior or exterior of the surface of a window.

Wind sign means a sign, which uses objects or material fastened in such a manner as to move upon being subjected to pressure by wind, and shall include, pennants, ribbons, spinners, streamers or captive balloons to express a commercial message; however, the term wind sign shall not include flags.

Sec. 26.3. - Illustrations of type of signs and methods of measurement.

The following diagrams illustrate the types of signs and methods of measurement:

How to Measure Sign Area



Sec. 26.4. - Prohibited signs.

The following signs and sign-types are prohibited within the city limits and shall not be erected. Any lawfully existing permanent sign or sign-type which is among the prohibited signs and sign-types listed below shall be deemed a nonconforming sign subject to the provisions of [section 26.5](#).

- (a) Billboards; off-site signs.
- (b) Revolving signs; rotating signs.
- (c) Flashing or animated signs.
- (d) Banners, except those used to advertise special events, approved with a special event permit. The banner may not be placed on the property in which the event is to take place more than 21 days prior to the special event.
- (e) Wind signs.
- (f) Portable signs, other than sandwich board signs as allowed within certain zoning districts pursuant to this division.
- (g) Roof signs, other than integral roof signs in non-residential zoning districts.
- (h) Abandoned and discontinued signs.
- (i) Snipe signs.
- (j) Bus bench advertising signs; bus shelter advertising signs.
- (k) Signs that emit sound, vapor, smoke, odor, particles or gaseous matter.
- (l) Signs that have unshielded illuminating devices.

- (m) Signs that obstruct, conceal, hide or otherwise obscure from view any official traffic or governmental sign, signal or device.
- (n) Any attached sign that exceeds 100 square feet in area.
- (o) Any freestanding sign that is higher than 35 feet.
- (p) Any freestanding sign that exceeds 135 square feet in sign area.
- (q) Any sign within a sight visibility triangle that obstructs a clear view of pedestrian or vehicular traffic.
- (r) Any sign in the public right-of-way, other than traffic control device signs, bus stop informational signs, warning signs or safety signs.
- (s) Any sign attached to a seawall or pier, other than a warning sign or safety sign.
- (t) Any sign other than a traffic control device sign that uses the word "stop" or "danger," or presents or implies the need or requirement of stopping or the existence of danger, or which is a copy or limitation of official traffic control device signs, and which is adjacent to the right-of-way of any road, street, or highway.
- (u) Any sign nailed, fastened or affixed to any tree.
- (v) Any sign prohibited by state or federal law.
- (w) Vehicle signs.
- (x) Any sign located on real property without the permission of the property owner.
- (y) Beacons, except as required by federal or state law.

Sec. 26.5. - Nonconforming signs.

A nonconforming sign that was lawfully erected may continue to be maintained: (a) until the nonconforming sign is substantially damaged or destroyed, or (b) until the real property on which the sign is located is redeveloped, whichever of the foregoing occurs first. At such time the sign is substantially damaged or destroyed or at such time the real property is redeveloped, the nonconforming sign must either (a) be removed or (b) be brought into conformity with this division and with any other applicable law or regulation. For the purpose of this section, the term "redevelopment" shall mean a substantial improvement of the principal structure on the real property.

Sec. 26.6. - Exemptions.

This division does not pertain to the following:

- (a) A sign, other than a window sign, located entirely inside the premises of a building or enclosed space.
- (b) A statutory sign.
- (c) Historic markers for locally designated historic resources.

Sec. 26.7. - Building permits.

It shall be unlawful for any person or business or the person in charge of the business to erect, construct, alter or maintain an outdoor advertising display sign, as defined in the Florida Building Code, without first obtaining a building permit from the city in accordance with the provisions of the Florida Building

Code and applicable law. Permit fees shall be paid in accordance with the applicable city fee schedules. The requirement of a building permit under the Florida Building Code is separate and independent of the requirement for a sign permit under this division.

Sec. 26.8. - Shielding of illumination.

Illuminated signs, in addition to conforming to all other requirements of this division, shall be shielded in such a manner so that no direct source of light is cast into residential properties or into a public street or right-of-way. Illuminated signs shall not interfere with pedestrian or motorist vision. The illumination shall not be reflective or phosphorescent and shall perform in a steady non-fluctuating or non-undulating manner and shall be placed in a manner that will not create a nuisance to other premises or interfere with vehicular movements.

Sec. 26.9. - Substitution of noncommercial speech for commercial speech.

Notwithstanding anything contained in this division or Code to the contrary, any sign erected pursuant to the provisions of this division or Code may, at the option of the owner, contain a non-commercial message unrelated to the business located on the premises where the sign is erected. The non-commercial message may occupy the entire sign face or any portion thereof. The sign face may be changed from commercial to non-commercial messages, or from one non-commercial message to another, as frequently as desired by the owner of the sign, provided that the size, height, setback and other dimensional criteria contained in this division and Code have been satisfied.

Sec. 26.10. - Content neutrality as to sign message (viewpoint).

Notwithstanding anything in this division or Code to the contrary, no sign or sign structure shall be subject to any limitation based upon the content (viewpoint) of the message contained on such sign or displayed on such sign structure.

Sec. 26.11. - Sign permit required.

- (a) Allowed temporary and allowed permanent signs of the type described in [section 26.25](#) shall be exempt from sign permitting hereunder.
- (b) No sign permit shall be issued for the erection of a prohibited sign.
- (c) Unless exempt from permitting, no permanent sign shall be erected, altered, relocated, maintained or displayed until a sign permit is obtained from and appropriate fee paid to the city.
- (d) A sign lawfully erected under permit may be repainted or have ordinary and customary repairs performed, including replacement of plastic or glass panels, without a new sign permit; however, if such sign is to be structurally altered or repaired in any manner, a new sign permit shall be required and the altered or repaired sign must meet all requirements of this division and this Code. Non-conforming signs that have been substantially damaged, deteriorated beyond 50 percent of the value of the sign, or destroyed shall not be issued a permit for repairs and shall be removed.

Sec. 26.12. - Application.

- (a) A sign permit application for a permanent sign shall be made upon a form provided by the city. The sign permit application is in addition to any building permit application required by the Florida Building Code. The sign permit application shall be accompanied by plans and specifications drawn to scale, together with any site plan required by Division 5 of the Land Development Code. The applicant shall furnish the following information on or with the sign permit application form:
- (1) The legal description of the real property where the sign is proposed to be located.
 - (2) The zoning district for the real property on which the sign will be located.
 - (3) The name, mailing address and telephone number (where available) of the owner(s) of the real property where the sign is proposed to be located.
 - (4) A notarized statement of authorization signed by the owner(s) consenting to the placement of the proposed sign on the real property.
 - (5) The name, mailing address and telephone number of the sign contractor.
 - (6) Type of proposed sign (e.g. attached wall sign, freestanding monument sign).
 - (7) The square footage of the surface area of the proposed sign.
 - (8) The setbacks for the proposed sign.
 - (9) The cost of the proposed sign.
 - (10) If the proposed sign is a freestanding sign:
 - a. The lot frontage on all adjacent street rights-of-way.
 - b. The dimensions of the supporting structure.
 - c. The height of the proposed sign.
 - (11) If the proposed sign is an attached sign, the building frontage for the building to which the attached sign shall be affixed.
 - (12) The number, type, location, and surface area for all existing signs on the same lot and/or building on which the sign will be located.
 - (13) If the proposed sign is to be an illuminated sign, the type, placement, intensity and hours of operation.
- (b) An applicant shall deliver a sign permit application for a permanent sign to the city's chief building official, or such other person as may be designated by the city. The sign permit application shall be reviewed for a determination of whether the proposed sign meets the applicable requirements of this division and any applicable zoning law.

Sec. 26.13. - Fees.

- (a) Initial application fees. Every person making an initial application for a sign permit shall pay fees to the city at the time of approval of the application. The fees shall be established by resolution of the city commission and shall be as stated in appendix A to this Code.

Sec. 26.14. – Maintenance of Signs.

- (a) Maintenance of Signs.

- (1) All visible portions of a sign and its supporting structure shall be maintained in a safe condition, and neat appearance according to the following:
 - a. If the sign is lighted, all lights shall be maintained in working order and functioning in a safe manner.
 - b. If the sign is painted, the painted surface shall be kept in good condition.
 - c. Every sign shall be kept in such manner as to constitute a complete or whole sign.
- (2) Nonconforming signs may suffer only ordinary and customary repairs and maintenance. As provided in section 26.11, a lawfully-erected non-conforming sign shall not be structurally altered except in full conformance with this division. Nonconforming signs that are considered abandoned pursuant to this division shall be demolished or removed.

Sec. 26.15. - Appeals.

- (a) Whenever it is alleged that there has been an error in any order, action, decision, determination, or requirement by an administrative official in the enforcement and application of any provision contained within this division or any other provision of this Code pertaining to sign permits (including any allegation that an administrative official has failed to act within applicable time frames), the aggrieved party shall file a written appeal in accordance with Section 3.14 of the Land Development Code.

Sec. 26.16. - Enforcing official.

The city manager shall be the enforcing official of this division. The enforcing official is charged with the duty of administering this division and securing compliance therewith. Further, the enforcing official shall make such inspection as may be necessary to ensure compliance with this division and shall initiate appropriate action, if any, to enforce the provisions of this division.

Sec. 26.17. - Failure to comply.

If the city manager finds that any sign has been erected, altered or maintained in violation of this division, the city shall notify the owner of record of the property upon which such sign is located by either certified mail or by hand delivery that such violation exists. The owner shall cause the violation to be remedied or shall file an appeal of the violation within three working days after receipt of the notice. Where it is determined that such illegal sign poses an imminent threat to the health, safety or welfare of the public, the city may cause the immediate removal of the sign by its own action. Cost of such removal shall be paid by the property owner. In addition to removal, the city shall be entitled to proceed with alternative legal or equitable remedies, including injunctive relief.

Sec. 26.18. - Violations and penalties.

- (a) The acts enumerated in this section shall be a violation of this division and shall be subject to the enforcement remedies and penalties provided by this division, by other city codes, and by state law. Such remedies may be pursued simultaneously.

- (b) It shall be a violation to:
- (1) Install, create, erect or maintain any sign in a way that is inconsistent with any approved plan or permit governing such sign or the site on which the sign is located.
 - (2) Install, create, erect or maintain any sign requiring a permit without having first obtained such permit.
 - (3) Fail to remove any sign that is installed, created, erected or maintained in violation of this division or for which the sign permit has lapsed.
 - (4) Install, erect, place, or maintain any sign contrary to the provisions of this division, including any sign or sign structure not allowed within the applicable zoning district.
 - (5) Continue any such violation.
- (c) Each sign installed, created, erected or maintained in violation of this division shall be considered a separate violation, and each day of a continued violation shall be considered a separate violation.
- (d) Any violation of this division or any condition or requirement adopted pursuant to this division may be restrained, corrected, or abated, as the case may be, by injunction or other appropriate proceedings pursuant to law. The remedies of the city shall include but not be limited to the following:
- (1) Issuing a stop work order for any and all work on any signs on the same site.
 - (2) Seeking an injunction or other order of restraint or abatement that requires the removal of the sign or the correction of the violation.
 - (3) For a sign which poses an immediate danger to the public health or safety, taking such measures as are available to the city under the applicable provisions of this division for such circumstances.
- (e) A person in violation of this division shall be subject to prosecution and, upon conviction, shall be punished as set forth in section 1-14 of Chapter 1, St. Pete Beach Code of Ordinances.

Sec. 26.19. - Adoption of zoning regulations.

The boundaries of the various districts shown upon the official zoning map and the regulations of the comprehensive zoning ordinance contained in Land Development Code, governing the use of land and buildings and other matters set forth therein are made part of this division. Except as provided in this division, no sign shall be erected, enlarged, reconstructed or structurally altered which does not comply with all the district regulations established by this division for the zoning district in which it is located.

Sec. 26.20. - Freestanding signs.

- (a) Freestanding signs shall not be permitted within any required side yard adjacent to property in an RU-1, RU-2, RLM-1 or RLM-2 district or within a required front yard established for protection of a right-of-way corridor.
- (b) Freestanding signs shall not be located within any visibility triangle established for the intersections of public streets or the intersections of driveways providing ingress and egress from a property to a public street.

Sec. 26.21. - Setback measurement.

Required setbacks for signs in all zoning districts shall be measured from the property line to the nearest part of the sign.

Sec. 26.22. - Double-faced signs.

Double-faced signs shall be permitted in all zoning districts, provided the signs are designed and constructed such that the two sign faces are back to back and directionally oriented 180 degrees from each other. The maximum sign area allowed shall be permitted for each sign face.

Sec. 26.23. – Illuminated and electronic message board signs.

The following conditions and restrictions shall apply to illuminated signs:

Except as hereinafter provided in this section, illuminated signs, or illumination in show windows, display windows, in or upon any building shall have the source of light concealed from view from the exterior of the building or structure, except that where channel letters or figures are used for any sign the illumination thereof may be visible if recessed within the depth of the channel.

Illuminated signs are subject to the following maximum illumination intensity levels:

<u>Type of Illumination</u>	<u>Maximum Illumination Intensity Level</u>	
	<u>Located Within 500 Feet and Visible from a Residential District</u>	<u>Not Visible From a Residential District or Located Beyond 500 Feet of a Residential District</u>
<u>Direct, internal or back lighted</u>	<u>90 footlamberts</u>	<u>150 footlamberts</u>
<u>Indirect or reflected sign</u>	<u>10 foot-candles</u>	<u>25 foot-candles</u>

Internally illuminated signs or portions of a sign that are internally illuminated, shall not be larger than 50 square feet in area.

Electronic message board signs or portions of a sign that are electronic message boards, shall not be larger than 32 square feet in area.

Illuminated signs located within 500 feet of a residential zone, and which are visible from such residential zone shall be turned off not later than 11:00 p.m. each night.

No intermittent or flashing illumination will be permitted.

Sec. 26.24. - Time and temperature signs.

Time and temperature signs may be utilized as part of an otherwise allowed freestanding or attached sign in RFM and CG-1 zoning districts; otherwise they are prohibited.

Sec. 26.25. - All districts.

The regulations in this division apply in every zoning district in the city, except where otherwise specified or indicated. Sign permits are not required for signs and sign-types described and identified in this section, below.

- (a) *Street address signs.* For each parcel within the city, one street address sign may be displayed for each public street or waterfront. For parcels in residential use, the street address sign shall not exceed two square feet in sign area. For each parcel in non-residential use, the street address sign shall not exceed six square feet in sign area.
- (b) *Nameplate signs or occupant identification signs.* For each residence, business or other occupancy within the city, one nameplate sign may be displayed. For residences the nameplate or occupant identification signs shall not exceed two square feet in sign area. For any non-residential use, the nameplate or occupant identification sign shall not exceed six square feet in sign area.
- (c) *Noncommercial onsite directional signs.* Noncommercial onsite directional signs, not exceeding four square feet in sign area, shall be allowed on each parcel within the city.
- (d) *Noncommercial onsite parking space signs.* Noncommercial onsite parking space number signs, not exceeding one square foot of sign face per sign, shall be allowed on each parcel in noncommercial use having multiple parking spaces onsite. One such sign shall be allowed for each parking space.
- (e) *Noncommercial onsite marina slip number signs.* Noncommercial onsite marina slip number signs, not exceeding one square foot of sign face per sign, shall be allowed for each marina having marina slips. One such sign shall be allowed for each marina slip.
- (f) *Free expression signs.* For each parcel within the city and for each residential unit within a multifamily residence, one free expression sign not exceeding three square feet in sign area may be displayed. The free expression sign may be displayed as an attached sign or as a freestanding sign; if displayed as a freestanding sign, the free standing sign shall not exceed three feet in height. A free expression sign is in addition to any other sign permitted under this Code and is permitted in any zoning district. Only one such sign shall be permitted on each such parcel or each residential unit. The sign must be located within six feet of a building located on the lot or parcel; or if there is no building on the lot or parcel, the sign must be located at least 15 feet from any street.
- (g) *Election signs.* For each parcel within the city, one election sign for each candidate and each issue may be displayed. An election sign may be displayed as an attached sign or as a freestanding sign. On parcels that are in residential use, the election sign shall not exceed three square feet in sign area; and, if the election sign is displayed as a freestanding sign on the parcel, the election sign shall not exceed three feet in height. On parcels that are in non-residential use, the election sign shall not exceed 12 square feet in sign area; and, if the election sign is displayed as a freestanding sign on the parcel, the election sign shall not exceed six feet in height. Freestanding election signs shall be set back at least three feet behind the sidewalk or, if there is no sidewalk, 10 feet from the edge of pavement. An election sign shall be removed within seven calendar days following the election to which it pertains.
- (h) *Artwork.* Artwork is allowed in all districts.

- (i) Flagpoles. One flagpole is allowed for each parcel in the city. Flagpoles in residential districts shall not exceed 20 feet in height, and flagpoles in nonresidential districts shall not exceed 30 feet in height.
- (j) Flags. For each detached dwelling unit in a residential district, one flag not greater than 15 square feet in sign area may be displayed. For each parcel in a multi-family residential district and in a non-residential district, three flags not greater than twenty-four square feet in sign area (each) may be displayed.
- (k) Warning signs and safety signs. Warning signs and safety signs, not exceeding four square feet in sign area, shall be allowed in all districts.
- (l) Machinery and equipment signs. Machinery and equipment signs shall be allowed in all districts.
- (m) Construction signs. One construction sign shall be allowed on each parcel within the city. Construction signs shall not exceed three square feet in sign area for residential properties, and 16 square feet in sign area for nonresidential properties.
- (n) Real estate signs. For each parcel within the city, one real estate sign may be displayed on each parcel of land or part thereof that is for sale, lease, or rent; however, when more than one dwelling unit or non-residential space on a parcel of land is for sale, lease, or rent, there may be one real estate sign for each such unit or space. In addition, waterfront lots may display one additional real estate sign within the required waterfront yard. Real estate signs shall not exceed three square feet in sign area for residential properties, and sixteen square feet in sign area for nonresidential properties. The real estate sign shall be removed immediately upon the sale, lease or rent of the real estate that was offered for sale, lease, or rent.
- (o) Temporary garage-yard sale signs. For each parcel with a lawful residential use, one temporary garage-yard sale sign may be displayed. A temporary garage-yard sale sign shall not exceed four square feet in sign area. A temporary garage-yard sale sign may not be displayed for a period longer than two days during any calendar month and shall be removed upon the conclusion of the sale.
- (p) Temporary grand opening signs. For each new business or business name change, one temporary grand opening sign shall be permitted for 30 days after the issuance of an occupational license for the new business or the business name change. A temporary grand opening sign shall not exceed 12 square feet in sign area. A temporary grand opening sign may be a temporary covering, such as a toaster cover, sign boot, or sign sock, which covers an existing permitted attached or freestanding sign.
- (q) Temporary seasonal signage. During the period November 15 until January 7 each year, each business holding a valid Business Tax Receipt shall be allowed to display one additional sign of the types allowed for the applicable zoning district, excluding freestanding pole or monument signs. Such sign shall not require a permit, but must conform to the dimensional requirements of the code.
- (r) Window signs. For each parcel within the city, one or more window signs may be displayed. On parcels that are in residential use, the window sign(s) shall not exceed an aggregate of three square feet in sign area. On parcels that are in non-residential use, the window sign(s) shall not be restricted from the date of adoption of this ordinance until December 31, 2012; following which such signage shall not exceed an aggregate of more than fifty (50) percent of any window surface.

- (s) Temporary holiday and seasonal decorations. Temporary holiday and seasonal decorations shall be allowed in all districts.
- (t) Temporary valet parking station signs. One temporary valet parking station sign no more than four square feet in sign area shall be allowed on each parcel. The temporary valet parking station sign shall only be visible during hours that the valet is operating.
- (u) Bus stop information signs. Bus stop informational signs up to three square feet in area shall be allowed in all districts.

Sec. 26.26. - RU-1, RU-2, RLM-1 and RLM-2 Residential Districts.

In addition to the permanent and temporary signs and sign-types that are allowed pursuant to [section 26.25](#), the following permanent signs are also allowed within RU-1, RU-2, RLM-1 and RLM-2 Residential Districts. The permanent signs described below require a sign permit.

- (a) Subdivision monument identification signs. For each platted subdivision or neighborhood entrance within any RU-1, RU-2, RLM-1 and RLM-2 Residential Districts, one subdivision monument identification sign not exceeding six feet in height and 24 square feet in sign area shall be allowed.
- (b) Freestanding monument signs. For each parcel with a lawful non-residential use within the RU-1, RU-2, RLM-1 and RLM-2 Residential Districts, one freestanding monument sign shall be allowed. The freestanding monument sign shall be subject to the following limitations:
 - (1) Maximum height. The monument sign shall not exceed six feet in height.
 - (2) Maximum size. The monument sign shall not exceed 18 square feet in sign area.

However, in the event that the parcel is greater than one acre in size and has two street frontages, two freestanding monument signs shall be allowed, but each freestanding monument sign shall be subject to the maximum height and maximum size criteria described above.
- (c) Attached signs. For each parcel with a lawful non-residential use within the RU-1, RU-2, RLM-1 and RLM-2 Residential Districts, one attached sign shall be allowed. The attached sign shall be subject to the following limitations:
 - (1) Maximum size. An attached sign shall not exceed six square feet in sign area.
 - (2) Height restrictions. An attached sign may not appear above the first floor of a building.

Sec. 26.27. - RM and DCR Residential Districts.

In addition to the permanent and temporary signs and sign-types that are allowed pursuant to [section 26.25](#), the following permanent signs are also allowed within RM Residential District. The permanent signs described below require a sign permit.

- (a) Subdivision monument identification signs. For each platted subdivision or neighborhood entrance within any RM or DCR Residential District, one subdivision monument identification sign not exceeding six feet in height and 24 square feet in sign area shall be allowed.
- (b) Freestanding monument signs. For each parcel with a lawful non-residential use within the RM or DCR Residential District, one freestanding monument sign shall be allowed. The freestanding monument sign shall be subject to the following limitations:

- (1) *Maximum height.* The monument sign shall not exceed eight feet in height.
- (2) *Maximum size.* The monument sign shall not exceed 24 square feet in sign area.

However, in the event that the parcel is greater than one acre in size and has two street frontages, two freestanding monument signs shall be allowed, but each freestanding monument sign shall be subject to the maximum height and maximum size criteria described above.

- (c) *Attached signs.* For each parcel with a lawful non-residential use within the RM or DCR districts, one attached sign shall be allowed. The attached sign shall be subject to the following limitations:
 - (1) *Maximum size.* An attached sign shall not have a sign area that exceeds (a) eight square feet or (b) one square foot for each linear foot of building frontage, whichever is less.
 - (2) *Height restrictions.* An attached sign may not appear above the first floor of a building.

Sec. 26.28. - ROR Residential/Office/Retail District.

In addition to the permanent and temporary signs and sign-types that are allowed pursuant to [section 26.25](#), each business within the ROR District may have up to three of the following signs in [subsections] (a)–(e) below, subject to permit approval and compliance with the conditions for each type of sign:

- (a) *Subdivision monument identification signs.* For each platted subdivision or neighborhood entrance within any ROR Residential/Office/Retail District, one subdivision monument identification sign not exceeding six feet in height and 24 square feet in sign area shall be allowed.
- (b) *Freestanding monument signs.* For each parcel with a lawful non-residential use within the ROR Residential/Office/Retail District, one freestanding monument sign shall be allowed. The freestanding monument sign shall be subject to the following limitations:
 - (1) *Maximum height.* The monument sign shall not exceed ten feet in height.
 - (2) *Maximum size.* The monument sign shall not exceed 40 square feet in sign area. However, in the event that the parcel is greater than one acre in size and has two street frontages, two freestanding monument signs shall be allowed, but each freestanding monument sign shall be subject to the maximum height and maximum size criteria described above.
- (c) *Attached signs.* For each parcel with a lawful non-residential use within the ROR Residential/Office/Retail District, attached signs shall be allowed. Attached signs shall be subject to the following limitations:
 - (1) *Maximum size.* An attached sign shall not have a sign area that exceeds one square foot for each linear foot of building frontage.
 - (2) *Height restrictions.* An attached sign may not appear above the second floor of a building.
- (d) *One sandwich board sign or one designer sign, subject to the following:*
 - (1) *Sandwich board*—Shall be located in front of the storefront for which it advertises and shall not be placed in the right of way, shall not be placed within the visibility triangle required for intersections at streets and driveways, as required by this LDC, be no larger than five (5) feet in height and twelve (12) square feet in area per face, shall have no illumination of any kind, and may be displayed only during the time when the business is open to the public.

- (2) Designer sign—Shall not be located on public right of way or within the visibility triangle required by this LDC and shall be no larger than 5 feet tall by three feet wide by three feet deep.
- (e) A projecting sign, provided that the sign is no larger than 12 square feet in area, does not project within 2 feet of any curb, and has a minimum ground clearance of 7 feet.

Sec. 26.29. - RFM Resort Facilities Medium District.

In addition to the permanent and temporary signs and sign-types that are allowed pursuant to section 26.25, the following permanent signs and temporary signs are also allowed within RFM Resort Facilities Medium District. The permanent signs described below require a sign permit.

- (a) Freestanding monument signs. For each parcel with a lawful non-residential use within any RFM Resort Facilities Medium District, one freestanding monument sign shall be allowed. The freestanding monument sign shall be subject to the following limitations:

- (1) Maximum height. The monument sign shall not exceed 20 feet in height.
- (2) Maximum size. The monument sign shall not exceed 135 square feet in sign area.

However, in the event that the parcel is greater than one acre in size and has two street frontages or more than 400 feet along one street frontage, two freestanding monument signs shall be allowed, but each freestanding monument sign shall be subject to the maximum height and maximum size criteria described above.

- (b) Attached signs. For each parcel with a lawful non-residential use within the RFM Resort Facilities Medium District, attached signs shall be allowed. Attached signs shall be subject to the following limitations:

- (1) Maximum number. Up to three attached signs shall be allowed with a combined sign area not exceeding the maximum permitted in paragraph (c)(2); however, in the event the parcel contains a multi-tenant development, each individual business use may have one attached sign.
- (2) Maximum size. An attached sign shall not have a sign area that exceeds one square foot for each linear foot of building frontage.
- (3) Height restrictions. An attached sign may not appear above the second floor of a building.

- (c) Drive-thru menu signs. For each parcel with a lawful non-residential use that utilizes a drive-through lane within RFM Resort Facilities Medium District, one drive-through menu sign shall be allowed for each drive-thru lane. An allowed drive-thru menu sign may be either a free-standing sign or an attached sign, and shall not exceed 40 square feet in sign area and ten feet in height. Drive-thru menu signs shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.

- (d) Attached menu display signs. For each parcel within RFM Resort Facilities Medium District with (a) a restaurant without drive-through service or (b) with a transient lodging facility that has restaurant facilities open to the general public, one attached menu display sign shall be allowed. An attached menu display sign shall be a wall sign not exceeding 12 square feet in sign area. An

attached menu display sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.

- (e) Theater signs. For each parcel with a theater within RFM Resort Facilities Medium District, one attached theater sign shall be allowed. An attached theater sign shall be a wall sign not exceeding 15 square feet in sign area for each auditorium within the theater, subject to a maximum limit of 64 square feet in sign area. An attached theater sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.
- (f) Waterside identification signs. For each parcel within RFM Resort Facilities Medium District with a residential complex, business property or shopping center theater that can only be viewed from a navigable waterway, one waterside identification sign shall be allowed. A waterside identification sign may be either a free-standing sign or an attached sign. A waterside identification sign shall not exceed eight feet in height and shall not exceed 20 square feet in sign area. A waterside identification sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.
- (g) Boat or beach concession signs. Each licensed boat or beach concession rental business operating along the Gulf of Mexico and on the site of a business having Gulf frontage may be permitted signs as follows:

 - (1) Permission required. The applicant shall provide the city with a letter, granting approval for placement of the signs, from the owner of the real property upon which signs are to be located prior to the issuance of a permit.
 - (2) Advertising permitted. Signs at boat or beach concession rental business licensed sites shall only provide descriptions of the specific activities and services offered at the site where the sign is located. Such signs shall not be permitted to advertise or imply the availability of any activities or services that are not specifically available at the site.
 - (3) Lighted signs. Lighted signs shall be prohibited.
 - (4) Sandwich board signs. Operators may display sandwich board sign on the sandy beach during the hours of business operation in accordance with subparagraphs (i) through (iv) below. Such signs shall be removed from the beach when the business is closed.

 - (i) Maximum area: 12 square feet per face.
 - (ii) Number permitted: One.
 - (iii) Maximum height: Five feet.
 - (iv) Setbacks: 40 feet from the water's edge.
 - (5) Tiki hut or ticket office signs. Operators may display signs on the tiki huts or ticket offices as follows:

 - (i) Maximum area: Eight square feet per face.
 - (ii) Number permitted: Three per tiki hut; not more than two on one side.
 - (iii) Location: Signs may be attached to or painted on the sides of the tiki hut at a point no higher than four feet above the ground, provided however, that one of the signs may be raised and attached at a point on the side of the tiki hut just below the eave of the roof.
 - (6) Operators without a tiki hut or ticket office. Licensed board or beach concession rental businesses that do not use a tiki hut or other structure for their businesses shall be permitted

to keep one sandwich board sign on the beach overnight, provided such sign is no larger than eight square feet in area per face and is located or protected so as to not be a hazard to people walking on the beach after dark.

Sec. 26.30. - CG-1 Commercial District.

In addition to the permanent and temporary signs and sign-types that are allowed pursuant to section 26.25, each business within the CG-1 District may have up to three of the following signs in [subsections] (a)—(f) below, subject to permit approval and compliance with the conditions for each type of sign (businesses with more than 300 feet of frontage may choose up to 4 signs from [subsections] (a)—(f)):

- (a) *Freestanding monument signs.* Up to two freestanding monument signs are permitted, provided that the sign face does not exceed 50 square feet in area, is not taller than 8 feet in height, and is not located within the visibility triangle as required by this LDC. The sign may be located within the front yard setback but shall be located at least ten feet from the front lot line, and shall not be located within any easement dedicated for pedestrian or utility improvements. If the business owner chooses to have one monument sign instead of two, the sign may be up to 100 square feet in area, but shall not exceed 8 feet in height. However, this sign shall be counted as two of the three or four permitted.
- (b) *Attached signs,* subject to the following:

 - (1) *Maximum size.* An attached sign shall not exceed a sign face area equal to one square foot for each linear foot of building frontage.
 - (2) *Height restrictions.* An attached sign may not appear above the second floor of a building.
- (c) *Drive-thru menu signs.* For each parcel with a lawful non-residential use that utilizes a drive-through lane within the CG-1 Commercial District, one drive-through menu sign shall be allowed for each drive-thru lane. An allowed drive-thru menu sign may be either a free-standing sign or an attached sign, and shall not exceed 40 square feet in sign area and ten feet in height. Drive-thru menu signs shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.
- (d) *Attached menu display signs.* For each parcel within the CG-1 Commercial District with a restaurant without drive-through service or with a transient lodging facility that has restaurant facilities open to the general public, one attached menu display sign shall be allowed. An attached menu display sign shall be a wall sign not exceeding 12 square feet in sign area. An attached menu display sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.
- (e) *Theater signs.* For each parcel with a theater within the CG-1 Commercial District, one attached theater sign shall be allowed. An attached theater sign shall be a wall sign not exceeding 15 square feet in sign area for each auditorium within the theater. An attached theater sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.
- (f) *Waterside identification signs.* For each parcel within the CG-1 Commercial District with a residential complex, business property or shopping center theater that can only be viewed from a navigable waterway, one waterside identification sign shall be allowed. A waterside identification

sign may be either a free-standing sign or an attached sign. A waterside identification sign shall not exceed eight feet in height and shall not exceed 20 square feet in sign area. A waterside identification sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.

Sec. 26.31. - CG-2 Commercial District.

In addition to the permanent and temporary signs and sign-types that are allowed pursuant to [section 26.25](#), each business within the CG-2 District may have up to three of the following signs in [subsections] (a)—(f) below, subject to permit approval and compliance with the conditions for each type of sign (businesses with more than 300 feet of frontage may choose up to 4 signs from [subsections] (a)—(f)):

- (a) *Freestanding monument.* Up to two freestanding monument signs are permitted, provided that the sign face does not exceed 50 square feet in area, is not taller than 8 feet in height, and is not located within the visibility triangle as required by this LDC. The sign may be located within the front yard setback but shall be located at least ten feet from the front lot line, and shall not be located within any easement dedicated for pedestrian or utility improvements. If the business owner chooses to have one monument sign instead of two, the sign may be up to 100 square feet in area, but shall not exceed 8 feet in height. However, this sign shall be counted as two of the three or four permitted.
 - (1) *Maximum height.* The monument sign shall not exceed 8 feet in height.
 - (2) *Maximum size.* The monument sign shall not exceed 50 square feet in sign area.
 - (3) *Setback.* The sign shall be set back at least ten feet from the property line.
- (b) *Attached signs.* Attached signs shall be subject to the following limitations:
 - (1) *Maximum size.* An attached sign shall not exceed a sign face area equal to one square foot for each linear foot of building frontage.
 - (2) *Height restrictions.* An attached sign may not appear above the second floor of a building.
- (c) *Attached menu display signs.* An attached menu display sign shall not exceed 12 square feet in sign area.
- (d) *Theater signs.* For each parcel with a theater within the CG-2 Commercial District, one attached theater sign shall be allowed. An attached theater sign shall be a wall sign not exceeding 15 square feet in sign area for each auditorium within the theater. An attached theater sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.
- (e) *Waterside identification signs.* For each parcel within the CG-2 Commercial District with a residential complex, business property or shopping center theater that can only be viewed from a navigable waterway, one waterside identification sign shall be allowed. A waterside identification sign may be either a free-standing sign or an attached sign. A waterside identification sign shall not exceed eight feet in height and shall not exceed 20 square feet in sign area. A waterside identification sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.
- (f) One sandwich board sign or one designer sign, subject to the following:
 - (1) *Sandwich board*—Shall be located in front of the storefront for which it advertises and shall not be placed in the right of way, shall not be placed within the visibility triangle required for

- intersections at streets and driveways, as required by this LDC, be no larger than five feet in height and twelve (12) square feet in area per face, shall have no illumination of any kind, and may be displayed only during the time when the business is open to the public.
- (2) Designer sign—Shall not be located on public right of way or within the visibility triangle required by this LDC and shall be no larger than 5 feet tall by three feet wide by three feet deep.

Sec. 26.32. - INS Institutional District.

In addition to the permanent and temporary signs and sign-types that are allowed pursuant to [section 26.25](#), each institution may choose up to three signs from [subsections] (a)—(c) below, subject to the limitations for each sign.

- (a) Freestanding monument signs. For each parcel with a lawful non-residential use within any INS Institutional District, one freestanding monument sign shall be allowed. The freestanding monument sign shall be subject to the following limitations:
- (1) Maximum height. The monument sign shall not exceed 8 feet in height.
- (2) Maximum size. The monument sign shall not exceed 50 square feet in sign area. However, in the event that the parcel is greater than one acre in size and has two street frontages, two freestanding monument signs shall be allowed, but each freestanding monument sign shall be subject to the maximum height and maximum size criteria described above.
- (b) Attached signs. For each parcel with a lawful non-residential use within the INS Institutional District, attached signs shall be allowed. Attached signs shall be subject to the following limitations:
- (1) Maximum number. Only one attached sign shall be allowed.
- (2) Maximum size. An attached sign shall not exceed a sign face area equal to (a) 24 square feet or (b) one square foot for each linear foot of building frontage, whichever is less.
- (3) Height restrictions. An attached sign may not appear above the first floor of a building.
- (c) One sandwich board sign or one designer sign, subject to the following:
- (1) Sandwich board—Shall be located in front of the storefront for which it advertises and shall not be placed in the right of way, shall not be placed within the visibility triangle required for intersections at streets and driveways as required by this LDC, be no larger than five feet in height and twelve (12) square feet in area per face, shall have no illumination of any kind, and may be displayed only during the time when the business is open to the public.
- (2) Designer sign—Shall not be located on public right of way or within the visibility triangle required by this LDC and shall be no larger than 5 feet tall by three feet wide by three feet deep.

Sec. 26.33. - TC-1 and TC-2 Districts.

In addition to the permanent and temporary signs and sign-types that are allowed pursuant to [section 26.25](#), each business within the TC-1 or TC-2 District may have up to three of the following signs in

[subsections] (a)—(f) below, subject to permit approval and compliance with the conditions for each type of sign:

(a) One sandwich board sign or one designer sign, subject to the following:

(1) Sandwich board—Shall be located in front of the storefront for which it advertises and will not be placed in the right of way, not be placed within the visibility triangle required for intersections at streets and driveways, as required by this LDC, be no larger than five (5) feet in height and twelve (12) square feet in area per face, shall have no illumination of any kind, and may be displayed only during the time when the business is open to the public.

(2) Designer sign—Shall not be located on public right of way or within the visibility triangle required by this LDC and shall be no larger than (5) feet tall by three (3) feet wide by three (3) feet deep.

(b) A marquee or canopy sign;

(c) A menu display sign;

(d) A projecting sign, provided that the sign is no larger than 12 square feet in area, does not project within 2 feet of any curb, and has a minimum ground clearance of 7 feet;

(e) A wall sign, provided the sign is not internally illuminated, unless such sign is on a parcel which abuts Gulf Boulevard south of 76th Avenue, in which case internal illumination shall be allowed. The area of the sign may be one square foot for every linear foot of building frontage, per business, not to exceed a total of 50 square feet.

(f) A Freestanding monument sign, provided that the sign face does not exceed 40 square feet in area, is not taller than 8 feet in height, does not block any pedestrian walkway, and is not located within the visibility triangle as required by this LDC. The sign may be located within the front yard setback.

(g) Waterside identification signs. For facades of a building that can only be viewed from a navigable waterway, one waterside identification sign shall be allowed. A waterside identification sign may be either a free-standing sign or an attached sign. A waterside identification sign shall not exceed 40 square feet in area.

Sec. 26.34. - LR and BHC Districts.

In addition to the permanent and temporary signs and sign-types that are allowed pursuant to [section 26.25](#), each business within the LR or BHC District that has an exclusive entrance to the interior of the building from the exterior of the building may have up to three of the following signs in [subsections] (a)—(e) below, subject to permit approval and compliance with the conditions for each type of sign (businesses with more than 300 feet of frontage may choose up to four from [subsections] (a)—(e) below):

(a) A marquee or canopy sign;

(b) A menu display sign;

(c) A wall sign. The area of the sign may be one square foot for every linear foot of building frontage, per business, not to exceed a total of 70 square feet.

(d) Up to two Freestanding monument signs, provided that the sign face does not exceed 50 square feet in area, is not taller than 12 feet in height, and is not located within the visibility triangle as required

by this LDC. The sign may be located within the front yard setback but shall be located at least ten feet from the front lot line, and shall not be located within any easement dedicated for pedestrian or utility improvements. If the business owner chooses to have one monument sign instead of two, the sign may be up to 100 square feet in area, but shall not exceed 8 feet in height. However, this sign shall be counted as two of the four permitted.

(e) One sandwich board sign or one designer sign, subject to the following:

- (1) Sandwich board—Shall be located in front of the storefront for which it advertises and will not be located in the right of way, shall not be placed within the visibility triangle required for intersections at streets and driveways as required by this LDC, be no larger than five feet in height and twelve (12) square feet in area per face, shall have no illumination of any kind, and may be displayed only during the time when the business is open to the public.
- (2) Designer sign—Shall not be located on public right of way or within the visibility triangle required by this LDC and shall be no larger than 5 feet tall by three feet wide by three feet deep.

Sec. 26.35. – CC-1 and CC-2 Districts.

In addition to the permanent and temporary signs and sign-types that are allowed pursuant to section 26.25, each business may have up to three of the following signs in [subsections] (a)—(f) below, subject to permit approval and compliance with the conditions for each type of sign (businesses with more than 300 feet of frontage may choose to 4 signs from [subsection] (a)—(f):

- (a) Freestanding monument signs. Up to two freestanding monument signs are permitted, provided that the sign face does not exceed 50 square feet in area, is not taller than 8 feet in height, and is not located within the visibility triangle as required by this LDC. The sign may be located within the front yard setback but shall be located at least ten feet from the front lot line, and shall not be located within any easement dedicated for pedestrian or utility improvements. If the business owner chooses to have one monument sign instead of two, the sign may be up to 100 square feet in area but shall not exceed 8 feet in height. However this sign shall be counted as two of the three or four permitted.
- (b) A marquee or canopy sign;
- (c) A menu display sign not to exceed 12 square feet;
- (d) A projecting sign, provided that the sign is no larger than 12 square feet in area does not project within 2 feet of any curb and has a minimum ground clearance of 7 feet;
- (e) Wall signs subject to the following:
 - (1) Maximum size. A wall sign shall not exceed a sign face area equal to one square foot for each linear foot of building frontage.
 - (2) Internally illuminated signs are discouraged but not prohibited. Externally illuminated signs are preferable with lighting from above or below casting light on the sign but the lighting shall not shine directly onto adjacent properties or onto the right-of-way.

Sec. 26.36. - CRD-EA District.

Each business with its own exterior entrance may have up two signs per frontage from the following list:

- (a) One (1) Projecting sign not to exceed 12 square feet and shall have a minimum clearance from the sidewalk of 7.5 feet.
- (b) One (1) attached sign, which may include a wall sign, a canopy, or a marquee sign; the attached sign may not be larger than 1 square foot for every linear foot of building frontage.
- (c) One sandwich board sign or one designer sign, subject to the following:
 - (1) Sandwich board—Shall be located in front of the storefront for which it advertises and will not be placed in the right of way such that the sidewalk width would be less than 48", not be placed within the visibility triangle required for intersections at streets and driveways, as required by this LDC, be no larger than five (5) feet in height and twelve (12) square feet in area per face, shall have no illumination of any kind, and may be displayed only during the time when the business is open to the public.
 - (2) Designer sign—Shall not be located on public right of way or within the visibility triangle required by this LDC and shall be no larger than (5) feet tall by three (3) feet wide by three (3) feet deep.
- (d) All other signs are prohibited.

Sec. 26.37. – UBV District.

In addition to the permanent and temporary signs and sign-types that are allowed pursuant to section 26.25, each business within the UBV District may have up to three of the following signs in [subsection]

(a)—(d) below, subject to permit approval and compliance with the conditions for each type of sign:

- (a) A marquee or canopy sign;
- (b) A projecting sign, provided that the sign is no larger than 12 square feet in area, does not project within 2 feet of any curb, and has a minimum ground clearance of 7 feet;
- (c) A wall sign, provided the sign is not internally illuminated. The sign may be externally illuminated with lighting from above or below casting light on the sign, but the lighting shall not shine directly onto adjacent properties or onto the right-of-way. The area of the sign may be one square foot for every linear foot of building frontage per business not to exceed a total of 40 square feet;
- (d) A Freestanding monument sign, provided that the sign face does not exceed 40 square feet in area, is not taller than 5 feet in height, does not block any pedestrian walkway and is not located within the visibility triangle as required by this LDC. The sign may be externally illuminated with lighting from above or below casting light on the sign but the lighting shall not shine directly onto adjacent properties or onto the right-of-way.

Sec. 26.38. – AC District.

In addition to the permanent and temporary signs and sign-types that are allowed pursuant to Section 26.25, each business within the AC District may have up to three of the following signs in [subsection]

(a)—(f) below, subject to permit approval and compliance with the conditions for each type of sign (businesses with more than 300 feet of frontage may choose up to 4 signs from [subsection] (a)—(f):

- (a) Freestanding monument signs. Up to two freestanding monument signs are permitted, provided that the sign face does not exceed 50 square feet in area is not taller than 8 feet in height, and is not located within the visibility triangle as required by this LDC. The sign may be located within the

front yard setback but shall be located at least ten feet from the front lot line, and shall not be located within any easement dedicated for pedestrian or utility improvements. If the business owner chooses to have one monument sign instead of two, the sign may be up to 100 square feet in area but shall not exceed 8 feet in height. However, this sign shall be counted as two of the three or four permitted.

(b) Attached signs. subject to the following:

(1) Maximum size. An attached sign shall not exceed a sign face area equal to one square foot for each linear foot of building frontage.

(2) Height restrictions. An attached sign may not appear above the second floor of a building.

(c) Drive-thru menu signs. For each parcel with a lawful non-residential use that utilizes a drive-thru lane within the AC District, one drive-thru menu sign shall be allowed for each drive-thru lane. An allowed drive-thru menu sign may be either a freestanding sign or an attached sign and shall not exceed 40 square feet in sign area and ten feet in height. Drive-thru menu signs shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.

(d) Attached menu display signs. For each parcel within the AC Commercial District with a restaurant without drive-thru service or with a transient lodging facility that has restaurant facilities open to the general public, one attached menu display sign shall be allowed. An attached menu display sign shall be a wall sign not exceeding 12 square feet in sign area. An attached menu display sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.

(e) Theater signs. For each parcel with a theater within the AC District, one attached theater sign shall be allowed. An attached theater sign shall be a wall sign not exceeding 15 square feet in sign area for each auditorium within the theater. An attached theater sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.

(f) Waterside identification signs. For facades of a building that can only be viewed from a navigable waterway, one waterside identification sign shall be allowed. A waterside identification sign may be either a freestanding sign or an attached sign. A waterside identification sign shall not exceed 40 square feet in sign area.

In addition to the number and types of signs listed in a—f above, Multitenant shopping centers in the AC district may have one additional monument sign listing each individual tenant all within the same sign face. The sign shall be no taller than 10 feet and no larger than 100 square feet per sign face. The sign shall not be located within any setback or within any pedestrian or utility easement.

Sec. 26.39. – BR District.

In addition to the permanent and temporary signs and sign-types that are allowed pursuant to Section 26.25, each business within the BR District may have up to three of the following signs in [subsection]

(a)—(e) below, subject to permit approval and compliance with the conditions for each type of sign:

(a) A marquee or canopy sign;

(b) A projecting sign, provided that the sign is no larger than 12 square feet in area, does not project within 2 feet of any curb, and has a minimum ground clearance of 7 feet;

- (c) A wall sign, provided the sign is not internally illuminated. The sign may be externally illuminated with lighting from above or below casting light on the sign, but the lighting shall not shine directly onto adjacent properties or onto the right-of-way. The area of the sign may be one square foot for every linear foot of building frontage per business not to exceed a total of 40 square feet;
- (d) A Freestanding monument sign, provided that the sign face does not exceed 40 square feet in area, is not taller than 5 feet in height, does not block any pedestrian walkway and is not located within the visibility triangle as required by this LDC. The sign may be externally illuminated with lighting from above or below casting light on the sign but the lighting shall not shine directly onto adjacent properties or onto the right-of-way.
- (e) Waterside identification signs. For facades of a building that can only be viewed from a navigable waterway, one waterside identification sign shall be allowed. A waterside identification sign may be either a freestanding sign or an attached sign. A waterside identification sign shall not exceed 40 square feet in sign area.

Sec. 26.40. - Traditional Hotel District.

In addition to the permanent and temporary signs and sign-types that are allowed pursuant to [section 26.25](#), each business within the THD District may have up to three of the following signs in [subsections]

- (a)–(d) below, subject to permit approval and compliance with the conditions for each type of sign:
- (a) A marquee or canopy sign;
- (b) A projecting sign, provided that the sign is no larger than 12 square feet in area, does not project within 2 feet of any curb, and has a minimum ground clearance of 7 feet;
- (c) A wall sign, provided the sign is not internally illuminated. The sign may be externally illuminated with lighting from above or below casting light on the sign, but the lighting shall not shine directly onto adjacent properties or onto the right-of-way. The area of the sign may be one square foot for every linear foot of building frontage, per business, not to exceed a total of 40 square feet;
- (d) A Freestanding monument sign, provided that the sign face does not exceed 20 square feet in area, is not taller than 4 feet in height, does not block any pedestrian walkway and is not located within the visibility triangle as required by this LDC. The sign may be externally illuminated with lighting from above or below casting light on the sign, but the lighting shall not shine directly onto adjacent properties or onto the right-of-way. The sign may be located within the front yard setback.

Sec. 26.41. - Severability.

- (a) Generally. If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division.
- (b) Severability where less speech results. Without diminishing or limiting in any way the declaration of severability set forth above in [section 26.34\(a\)](#), or elsewhere in this division, this Code, or any adopting ordinance, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division is declared unconstitutional by the valid judgment or decree of

any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division, even if such severability would result in a situation where there would be less speech, whether by subjecting previously exempt signs to permitting or otherwise.

- (c) *Severability of provisions pertaining to prohibited signs.* Without diminishing or limiting in any way the declaration of severability set forth above in [section 26.35\(a\)](#), or elsewhere in this division, this Code, or any adopting ordinance, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division or any other law is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division that pertains to prohibited signs, including specifically those signs and sign-types prohibited and not allowed under [section 26.4](#) of this division. Furthermore, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of [section 26.4](#) is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of [section 26.4](#)
- (d) *Severability of prohibition on billboards.* If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division and/or any other code provisions and/or laws are declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect the prohibition on billboards as contained herein.

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

Issue Considered: Resolution 2013-04, declaring support for military family and community covenant day on April 17, 2013

Date: April 9, 2013

Prepared By: Mike Bonfield, City Manager *MB*

Summary of Issue: This resolution declares April 17th as military family and community covenant day and expresses the City's support for all current and former military personnel and their families.

Requested Motion: "I move to approve Resolution 2013-04. . . (read title).

Attachments: Resolution 2013-04

RESOLUTION 2013-04

A RESOLUTION OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, DECLARING SUPPORT FOR MILITARY FAMILY AND COMMUNITY COVENANT DAY ON APRIL 17, 2013.

WHEREAS, for more than 230 years, individuals from all walks of life have taken up arms and sworn an oath to support and defend the principles upon which our country was founded; and

WHEREAS, whether serving at home or abroad, Florida's active duty reserve and National Guard military and civil servants, protect our homeland, respond to national disasters, assist humanitarian emergencies and protect against all threats foreign and domestic; and

WHEREAS, created in 2008, the United States Army Community Covenant program was designed to foster and sustain effective state and community partnerships with all of the armed services, improving the quality of life for service men and women and their families; and

WHEREAS, the State of Florida has conducted a state-wide community covenant signing ceremony; and

WHEREAS, community support is essential to the readiness of the military and contributes to strengthening the resilience of U. S. military personnel; and

WHEREAS, Americans recognize that military personnel and their families make considerable sacrifices as they defend the Nation, as multiple long deployments, frequent moves, and visible/invisible wounds of war are a few of the unique stresses military families face; and

WHEREAS, today, Floridians support service members, veterans, and their families by stepping forward to help mitigate stresses associated with military life while also striving to inspire their fellow Americans to continue to recognize and support military and veteran families in their communities.

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

Section 1. The City of St. Pete Beach supports April 17, 2013 as Military Family and Community Covenant Day.

Section 2. The City hereby expresses their unwavering support and admiration to all current and former military personnel for their true and faithful service and further recognize the tremendous sacrifices of their families.

Section 3. The City of St. Pete Beach, through the Florida Military Family and Community Covenant and Operation Strong Families, accepts the call to action to support and honor all service members, veterans and their families, past and present.

Section 4. This Resolution shall take effect immediately upon its adoption.

Adopted this _____ day of _____, 2013

ATTEST:

City Clerk, Rebecca Haynes

Mayor Steve McFarlin