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COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue

Tuesday, July 22, 2014

6:00 PM

Call to Order
Pledge of Allegiance
Invocation
Roll Call

REGULAR MEETING

1. **Presentations** - Presentations shall be limited to 5 minutes for non-city government related items. – **None for this Agenda**
2. **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.
3. **Audience Comments** - Comments shall be limited to 3 minutes per person to issues not on the agenda, 21 minutes in total.
4. **Consent**
 - a. **Approval of minutes for the June 24, 2014 Regular City Commission Meeting.**
 - b. **Authorization to for street closures for 4 craft shows and to hang banners over 75th Avenue at Boca Ciega**

Drive and over Pinellas Bayway at Granada Avenue for the following Corey Area Business Association 2015 events: Corey Art & Craft Show January 10-11, 2015, Corey Ave Sidewalk Sale March 11-14, 2015, Corey Art & Craft Show April 18-19, 2015, Corey Art and Craft Show June 6-7, 2015, Corey Ave Sidewalk Sale November 11-14, 2015 and Corey Art and Craft Show December 5-6, 2015.

- c. Authorization for street closures on Sundays from Oct 5, 2014 – May 31, 2015 and Oct 4, 2015- May 29, 2016 of the 200-400 blocks of Corey Ave for the Corey Area Business Association Sunday Market.**

5. Action Items

- a. Authorization for the Interim City Manager to grant permission to Lessee Merry Pier Partners LLC to complete site improvements as presented, waive the related local site improvement permit fees and to proceed with the preparation of lease amendment document(s) extending the term of the existing lease agreement five years as requested by the Lessee as provided for in the existing lease agreement upon mutual agreement of the parties.**
- b. Authorization to approve special event application and street closure for the 6th Annual VW Beach Bash scheduled for August 30, 2014. Closures would be 15th and 16th Avenues from 7am – 4pm.**
- c. Authorization to approve special event application and street closure for the 2nd Annual Hot Summer Night Run scheduled for Thursday, October 2, 2014. Closures would be Gulf Blvd and Pass-a-Grille Way from 16th Ave to 1st Ave.**
- d. Authorize the Interim City Manager to accept a proposal from Land & Water Engineering Science (LWES) in the amount of \$43,741 to finalize the design engineering for the Egan Park Improvement Project.**

6. Ordinances– None for this Agenda

7. Resolutions

- a. Resolution 2014-07, a resolution of the City of St. Pete Beach establishing the tentative millage rate for Truth in Millage (TRIM) notices**

8. Items for Discussion – None for this Agenda

9. Audience Comments 2 - Comments shall be limited to 3 minutes per person to issues not on the agenda, 21 minutes in total.

10. City Manager, City Attorney and City Commission Reports
a. Department Quarterly Reports (online version only)

11. Adjournment

APPEAL

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

AMERICAN DISABILITIES ACT

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

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

CITY COMMISSION MEETING

MINUTES

JUNE 24, 2014

6:00 P.M.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENT:

Maria Lowe, Mayor
Melinda Pletcher, Vice Mayor
Terri Finnerty, Commissioner
Rick Falkenstein, Commissioner
Gregory Premer, Commissioner

ALSO PRESENT:

Elaine Edmunds, Interim City Manager
Susan Churuti, City Attorney
Rebecca C. Haynes, City Clerk
Dan Graves, Fire Chief
Ian Wade, Project Manager
Phyllis Ruscella, Library Administrator

1. Presentations

- a. St. Pete Beach Downtown Corey Avenue Master Plan- Michael Baker International, LLC

Vice Presidents Jerry Dabkowski and Susan Hardin of Michael Baker International presented the final draft of the vision for the entire Corey Avenue district including:

- Project background and purpose
- Project process and timeline
- Overview of outreach activities
- Vision and goals
- District mobility
- Gateways and streetscape design
- Furniture, lighting, sidewalk, landscape and signage

It was the consensus that Mr. Dabkowski and Ms. Hardin work with Public Services Director Hallock on safety issues and alternatives to the couplet.

2. Changes to the Agenda

Interim City Manager Edmunds requested to postpone Item 5(a) to allow sufficient time to review the associated material and to add, as Item 8(a), a Temporary Use Permit update by David Healey, Planning Consultant.

3. Audience Comments

Tom Rodgers, Corey Avenue, commented that the Corey Avenue District couplet plan was an important element in the overall changes to the area.

Yvonne Marcus, Corey Avenue, spoke in favor of the couplet.

Rosemary Manning, 1st Avenue, inquired about several Gulf Boulevard beautification projects and about missing flags.

Joanne Lentino, Boca Ciega Drive, requested additional discussion on behalf of the library.

Harry Metz, Pass-a-Grille Way, commented on additional Fire Department employees, spoke against the couplet and in favor of Corey Avenue updates, and commented on the length of Commission meetings.

Mike Horan, Gulf Boulevard, spoke against the couplet.

Deborah Edney, 73rd Avenue, inquired about the status of documents she submitted to the Commission.

Bret Ulmstead, Gulf Boulevard, spoke against installation of the couplet in connection with the Corey Avenue updates.

Deborah Schechner, Boca Ciega Isle Drive, spoke against the couplet and in favor of a two-lane left turn onto Blind Pass Road.

Paul Pfister, Gulf Boulevard, thanked Public Service Department Employees for their quick response to a road repair situation.

4. Consent

a. Approval of the following minutes: May 13, 2014 Workshop Meeting; May 13, 2014 Regular Meeting; May 27, 2014 Installation meeting; and May 27, 2014 Workshop Meeting.

b. Authorize the Interim City Manager to enter into an agreement with Larson Consulting Services for financial consulting services in the amount of \$9,000 for review and updating of the existing Capital Improvement Plan and annual retainer.

c. Authorize the Interim City Manager to sign an Interlocal Agreement with Pinellas County to secure \$50,000 in grant monies to make repairs at the 7th, 8th and 12th Avenue dune walk-overs.

d. Authorize the Interim City Manager to issue a purchase order to Granicus in the amount of \$12,400 to upgrade the video recording equipment.

e. Authorize the Interim City Manager to enter into a 1-year contract extension with Neel-Schafer, Inc., for Disaster Debris Monitoring services.

Interim City Manager Edmunds reviewed the items and recommended approval as presented.

Vice Mayor Pletcher moved to approve the Consent Items 4(a), (b), (c), (d) and (e) as presented. The motion was seconded by Commissioner Premer.

Mayor Lowe called for audience comments.

There being no audience comments, Mayor Lowe called for the vote.

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

5. Action Items

a. Accept the Downtown Corey Avenue Master Plan as presented.

Item 5(a) is postponed as previously requested.

b. Authorize the Interim City Manager to execute a letter of participation in the EMS Conflict Resolution Process initiated by the City of Largo via Resolution No. 2117.

Dan Graves, Fire Chief, explained the inequitable funding distributed to Pinellas County municipalities regarding EMS costs. Participation in the conflict resolution process will allow the City to participate in future legal action as a final solution.

Commissioner Finnerty moved to approve Item 5(b), authorizing the Interim City Manager to execute a letter of participation in the EMS Conflict Resolution Process initiated by the City of Largo via Resolution No. 2117. The motion was seconded by Commissioner Falkenstein.

Mayor Lowe called for audience comments.

There being no audience comments, Mayor Lowe called for the vote.

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

c. Authorize the Interim City Manager to sign an agreement with Land & Water Engineering Science for \$11,600 to perform design engineering services for seawall restoration at 18th Avenue, 27th Avenue, 59th Avenue, and Coquina Way Circle.

Ms. Edmunds explained that the City previously received bids on three of the four seawalls but did not formally accept any of the bids. The proposal includes an updated bid with the addition of seawalls located at both ends of 59th Avenue.

Ian Wade, Projects Manager, noted an inventory of seawalls is conducted on an annual basis and the top four in most immediate need of repair are chosen.

Vice Mayor Pletcher moved to approve Item 5(c), authorizing the Interim City Manager to sign the proposal from Land & Water Engineering Services for \$11,600 for design engineering services for seawall restoration at 18th Avenue, 27th Avenue, 59th Avenue and Coquina Way Circle. The motion was seconded by Commissioner Premer.

Mayor Lowe called for audience comments.

There being no audience comments, Mayor Lowe called for the vote.

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

d. Authorize the Interim City Manager to sign a proposal from Cribb Philbeck Weaver Group (CPWG) in the amount of \$350,000 to provide funding for initial engineering design services for the proposed Pass-A-Grille Way Improvement Project.

Interim City Manager Edmunds noted that the total engineering costs are \$558,994.00; of which \$350,000.00 is budgeted in FY 2014 and \$208,994.00 is included in the FY 2015 CIP budget.

Vice Mayor Pletcher moved to approve Item 5(d), authorizing the Interim City Manager to sign a proposal from Cribb Philbeck Weaver Group (CPWG) in the amount of \$350,000 to provide initial engineering design services for the proposed Pass-a-Grille Way Improvement Project. The motion was seconded by Commissioner Premer.

Mayor Lowe called for audience comments.

There being no audience comments, Mayor Lowe called for the vote.

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

6. Ordinances

a. First Reading and Public Hearing of Ordinance 2014-06, allocation of 19 units of Temporary Lodging Density to property located at 4506 Gulf Boulevard - Plaza Beach Resort.

David Healey from Calvin, Giordano & Associates, and serving as Planning Consultant with the City, reported that the application consists of two separate parts: (1) a conditional use to allocate density from the density pool of the Boutique Hotel/Condo District to the Plaza Beach Resort project, and (2) a variance to the average room size for the same project.

In response to a question raised by City Attorney Churuti, City Clerk Haynes produced confirmation to Ms. Edmunds that the public hearing was continued to date certain of July 8, 2014.

Mr. Healey noted the ordinance allocates 19 temporary lodging units to a new hotel that proposes 66 temporary lodging units. The temporary lodging unit provision is contained in the Comprehensive Plan and reiterated in the Land Development Regulations (LDR) establishing a specific density pool for temporary lodging units. The three districts include the Boutique Hotel/Condo District, the Town Center Core, and the Upham Beach Village totaling 350 units; to date, no units have been transferred from the pool. The transfer of the 19 units requested leaves a balance of 331units in the combined pool.

Approval of the ordinance allows the transfer of the units within the specified district and the condition of the site plan remains a separate approval step in the process.

Vice Mayor Pletcher moved to approve Item 6(a), Ordinance 2014-06, an ordinance of the City of St. Pete Beach, Florida providing for the allocation of 19 units of temporary lodging density under the provisions of the Boutique Hotel/Condo District Temporary Lodging Unit Density Pool, as established in the City of St. Pete Beach Comprehensive Plan, to property located at 4506 Gulf Boulevard (Plaza Beach Resort); providing for the repeal of ordinances, or parts of ordinances, in conflict herewith, to the extent of such conflict; providing for severability; and providing for an effective date. The motion was seconded by Commissioner Finnerty.

Mayor Lowe called for audience comments.

There being no audience comments, Mayor Lowe 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

a. Temporary Use Permit Update – David Healey/Planning Consultant

Mr. Healey updated the Commission with recommendations from the Planning Board on temporary uses for empty lots currently being used for vehicle parking.

Recommendations from Mr. Healey are as follows:

- Approve the temporary use permit for property at 3050 Gulf Boulevard for a specific length of time.
- Approve the temporary use permit for property at 3855 Gulf Boulevard for a specific length of time.
- Request the applicants at 5300 Gulf Boulevard make application for a conditional use permit within the Activity Center Zoning District.
- Staff to review the potential amendments to the Land Development Code that will provide for off-premises parking lots as conditional uses in the Large Resort, Bayou Residential and Boutique Hotel Districts.
- If approved, require properties at 3050 and 3855 to apply for a conditional use permit once the temporary use permit expires.

9. Audience Comments

There were no audience comments.

10. City Manager, City Attorney and City Commission Reports

Fire Chief Graves explained the current emergency re-entry tags are usable and the new tags will be available for next year.

Interim City Manager Edmunds reported that she received a request from the City's labor attorney calling for an executive session pursuant to Section 286.011(8) of the Florida Statutes at 4:30 p.m. on July 8, 2014. Ms. Edmunds read the request into the record for *Brien v. City of St. Pete Beach et al.*, Case No. 8:13-cv-74-JSM-MAP (United States District Court, Middle District of Florida).

Ms. Edmunds updated the Commission on the installation of a traffic light and pedestrian crosswalk, the fireworks display at Upham Beach, additional trash cans and trash removal along the beach, the city manager executive search and the FY 2015 budget procedure.

City Attorney Churuti presented a litigation update.

Vice Mayor Pletcher reported on short-term rentals and a Pass-a-Grille Way design workshop scheduled on July 17, 2014.

Commissioner Falkenstein reported on a July 4th Upham Beach closure, his weekly 'Walk & Talk' in District 2, burned out street lights and signing up for the City's newsletter.

Commissioner Premier reported on the successful Hotel Zamora grand opening, parking passes beyond 5:00 p.m., a Community Center tour, Dive-In movies at the pool, bed taxes and hurricane preparation.

Commissioner Finnerty reported on the donation by Mr. and Mrs. DeYampert of a community bell and stand at Sunset Park, the Sunset Park street festival, the successful grand opening of Casa Del Pane, the 'Brace for the Storm' workshop June 26th and 27th, Beach Stewardship Committee meetings and PSTA bus shelters at the American Legion and Silas Dent Restaurant locations.

Mayor Lowe reported on the Corey Avenue signage, beach access/ordinance signs, the Big C Annual Meeting scheduled for June 25th at the Community Center, her appreciation to volunteer participants for the city manager assessment centers, the newly formed Youth Committee, a necklace purchase from Kapfer Studio, the e-newsletter link through the City's website and beach re-nourishment progress.

11. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 11:55 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Maria Lowe, Mayor

Minutes approved on: _____

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

Issue Considered: Authorization to for street closures for 4 craft shows and to hang banners over 75th Avenue at Boca Ciega Drive and over Pinellas Bayway at Granada Avenue for the following Corey Area Business Association 2015 events:
Corey Art & Craft Show January 10-11, 2015
Corey Ave Sidewalk Sale March 11-14, 2015
Corey Art & Craft Show April 18-19, 2015
Corey Art and Craft Show June 6-7, 2015
Corey Ave Sidewalk Sale November 11-14, 2015
Corey Art and Craft Show December 5-6, 2015

Date: July 22, 2014

Prepared By: Jennifer McMahon, Recreation Director

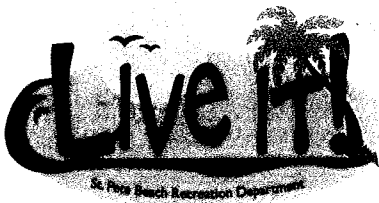
Summary of Issue: The Corey Area Business Association request permission for street closure for the 4 above craft shows on 200-400 blocks of Corey Ave and to have banners erected over 75th Ave and the Pinellas Bayway announcing their 2014 events. The City Commission must approve their request prior to receiving permission from FDOT to erect the banners. If approved, the banners will be installed/removed as follows:
Arts & Craft Show (Installation 1/2/15, Removal 1/12/15)
Corey Ave Sidewalk Sale (Installation 3/2/14, Removal 3/16/15)
Art & Craft Show (Installation 4/8/15, Removal 4/20/15)
Art & Craft Show (Installation 5/27/15, Removal 6/8/15)
Corey Ave Sidewalk Sale (Installation 11/2/15, Removal 11/16/15)
Art & Craft Show (Installation 11/25/15, Removal 12/7/15)

The Public Services Department charges \$184.00 for each banner installed at each location.

Requested Motion: “I move to authorize the approval of the Application for 4 event street closures and Banner Installation over 75th Avenue and the Pinellas Bayway.”

Attachments: Event and banner application

**Reviewed by
City Manager** EE



City of St. Pete Beach Recreation
Department
Event Application

Applicant

Name of Applicant: YVONNE MARCUS Title (if applicable): CABA V.P.
Name of Organization (if applicable): COREY AREA BUSINESS ASSOCIATION
Tax Exempt? ☒ Yes ☐ No Non-Profit? ☒ Yes ☐ NO If yes on either, please provide documentation
Mailing Address: P.O. Box 67393 ST. PETE BEACH 33736
Cell Phone: 727 580-8331 Email: artexpogallery@tampabay.fl.com

Event Information

Event Title: COREY AVENUE SIDEWALK SALE Event/Organization Web Address: coreyave.com
Event Location(s): COREY AVENUE

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
<u>MARCH 11-14 2015</u>	<u>Wed SAT.</u>	<u>9 AM</u>	<u>6 pm</u>
<u>NOV 11-14 2015</u>	<u>Wed - SAT</u>	<u>9 AM</u>	<u>6 pm</u>
_____	_____	_____	_____
_____	_____	_____	_____

Set Up Date(s): _____ Time(s) _____ to _____

Cleanup Date(s): _____ Time(s) _____ to _____

Description of Event: _____

Will this be an Annual Event? ☒ Yes ☐ No If yes, next year's date(s): _____

Event Logistics

Estimated Attendance

(includes event crew, participants, and spectators)

_____ This Year

_____ Last Year (if Applicable)

List all event activities: _____

List all food and beverage vendors (Event Promoter is responsible for obtaining copies of all licenses and insurance forms from each vendor)

Will alcohol be served or sold? ☐ Served ☐ Sold ☒ No Alcohol

List all other vendors (may need to provide copy of certificate of insurance) _____

Event Equipment (include dimensions, seating, staging, tents, platforms, booths, scaffolding, truck, etc. on site map) _____

All the above require a temporary structure permit. Cost for each is \$25.

Entertainment (Detail type, bands, DJs, dancers, clowns, etc) _____

List times of music and/or amplified sound (list PA systems, microphone, speakers, amps) _____

Electricity Needed ☐ Yes ☐ No Source: _____

Will portable restrooms be used? ☐ Yes ☐ No If yes (include on site plan): One ADA compliant toilet for every 10 per location

Will Dumpsters be used? ☐ Yes ☐ No If yes (include on site plan)
How Many? _____ Size: _____ Installation Date: _____ Removal Date: _____

Please list any admission charges, donations, parking, registration or other fees and how much? _____

Does Event require any Road or Sidewalk Closures?

SIDEWALK ONLY
☒ Yes ☐ No

If yes, you must include all the details in the site plan including streets and times

Road	Start Intersection	End Intersection	Date	Times
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

As the Applicant, I hereby accept and understand the responsibility to oversee all contractors, vendors, or parties affiliated with the event and to insure compliance with the special event guide, the event rules guidelines, requirements for tents and all policies, rules, regulations, and code provisions of the City of St. Pete Beach. I understand that any violations may result in immediate cancellation and revocation of the Event permits. I further certify that all the facts contained in this request are accurate.

For events on Public property, I agree to obtain and furnish the City of St. Pete Beach with a certificate of general liability insurance in the amount of at least one million dollars (\$1,000,000) or greater as deemed satisfactory by the city. The insurance must name the City of St. Pete Beach as an additional insured.

I understand incomplete application or any outstanding financial obligations with any department with in the City of St. Pete Beach may result in a denial of my request.

Yvonne Marcus, CABA VP
Print Name

Yvonne Marcus
Signature

Corporation Name (if applicable)

Date



City of St. Pete Beach Recreation
Department
Event Application

Applicant

Name of Applicant: YVONNE MARCUS Title (If applicable): CABA VP
Name of Organization (if applicable): COREY AREA BUSINESS ASSOCIATION
Tax Exempt? ☒ Yes ☐ No Non-Profit? ☒ Yes ☐ NO If yes on either, please provide documentation
Mailing Address: P.O. BOX 67393 ST. PETE BEACH 33736
Cell Phone: 727 580-8331 Email: artexpogallery@tampabay.rr.com

Event Information

Event Title: ACE CRAFT SHOW Event/Organization Web Address: artfestival.com
Event Location(s): COREY AVENUE

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
<u>JAN 10+11 2015</u>	<u>SAT + SUNDAY</u>	<u>9 AM</u>	<u>5 pm</u>
<u>APRIL 18-19 2015</u>	<u>" "</u>	<u>9 AM</u>	<u>5 pm</u>
<u>JUNE 6-7 2015</u>	<u>" "</u>	<u>9 AM</u>	<u>5 pm</u>
<u>DEC 5+6 2015</u>	<u>" "</u>	<u>9 AM</u>	<u>5 pm</u>

Set Up Date(s): _____ Time(s) _____ to _____

Cleanup Date(s): _____ Time(s) _____ to _____

Description of Event: ART / CRAFT SHOW WITH FOOD VENDORS

Will this be an Annual Event? ☒ Yes ☐ No If yes, next year's date(s): _____

Event Logistics

Estimated Attendance

(includes event crew, participants, and spectators)

This Year

Last Year (If Applicable)

List all event activities: _____

List all food and beverage vendors (Event Promoter is responsible for obtaining copies of all licenses and insurance forms from each vendor)

Will alcohol be served or sold? ☐ Served ☐ Sold ☒ No Alcohol

List all other vendors (may need to provide copy of certificate of insurance) _____

Event Equipment (include dimensions, seating, staging, tents, platforms, booths, scaffolding, truck, etc. on site map) TENTS
10x10

All the above require a temporary structure permit. Cost for each is \$25.

Entertainment (Detail type, bands, DJs, dancers, clowns, etc) _____

List times of music and/or amplified sound (list PA systems, microphone, speakers, amps) _____

Electricity Needed ☐ Yes ☐ No Source: _____

Will portable restrooms be used? ☒ Yes ☐ No If yes (include on site plan): One ADA compliant toilet for every 10 per location

Will Dumpsters be used? ☐ Yes ☒ No If yes (include on site plan)
How Many? _____ Size: _____ Installation Date: _____ Removal Date: _____

Please list any admission charges, donations, parking, registration or other fees and how much? _____

Does Event require any Road or Sidewalk Closures? ☒ Yes ☐ No

If yes, you must include **all the details** in the **site plan** including streets and times

Road	Start Intersection	End Intersection	Date	Times
COREY AVENUE	- 200	Through 400 blocks ending @ GULFBWY.		

As the Applicant, I hereby accept and understand the responsibility to oversee all contractors, vendors, or parties affiliated with the event and to insure compliance with the special event guide, the event rules guidelines, requirements for tents and all policies, rules, regulations, and code provisions of the City of St. Pete Beach. I understand that any violations may result in immediate cancellation and revocation of the Event permits. I further certify that all the facts contained in this request are accurate.

For events on Public property, I agree to obtain and furnish the City of St. Pete Beach with a certificate of general liability insurance in the amount of at least one million dollars (\$1,000,000) or greater as deemed satisfactory by the city. The insurance must name the City of St. Pete Beach as an additional insured.

I understand incomplete application or any outstanding financial obligations with any department with in the City of St. Pete Beach may result in a denial of my request.

Yvonne MARCUS, CABA VP
Print Name

Yvonne Marcus
Signature

Corporation Name (if applicable)

Date

6/22/2014



SPECIAL EVENT OUTDOOR COOKING PERMIT APPLICATION

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

Name of Event: COREY CRAFT SHOWS
Date of Event: Jan 10-11, April 18-19, June 6-7, Dec 5-6, 2014 Hours: 9 (AM/PM) to 3 (AM/PM)
Event Location: 300 Black Corey Ave / Partial Blind Pass Rd see pic
(Authorization is required from the property owner)
Event Coordinator/Applicant: YVONNE MARUSZAK CABA VP Phone: 727-498-8778
Organization: Corey Area Business Assoc.
Summary of Event Activities: CRAFT SHOW - Live Music
Estimated Attendance: 250
What cooking source will be used? Propane ☒ Charcoal ☒ Electrical ☒

GUIDELINES:

Charcoal:

- § If pit is used for cooking, a maximum of four (4) foot diameter is required
- § Approved metal containers shall be provided for the disposal of coals and ashes.

Propane:

- § Listed outdoor cooking appliances shall be installed in accordance with their listing and the manufacturer's instructions.
- § Unlisted units shall be installed outdoors with clearances to combustible material of not less than 36 inches at the sides and back, and not less than 48 inches at the front.
- § Installation, testing, and replacement of gas piping, gas utilization equipment, or accessories shall be performed by only a qualified agency. Total product for the event shall be provided with an approved centrally located tank. (No portable tanks.)
- § Propane cookware must be inspected prior to approval
- § Dry powder extinguisher (2A10BC) must be readily available at all times.

Electrical:

- § Approved main disconnect panels and all circuit breakers must comply with the National Electrical Code.

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

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

APPROVALS:

Building Department: _____ Date: _____

Zoning Department: _____ Date: _____

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

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

Yvonne Maruszak 355 Corey Ave 727-360-2953
(Applicant) (Address) (Phone)

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

(Date)

200 Block
COREY

300 BLK
COREY

400 Block
COREY

WELLS FARGO

ALLEY

75th

GULF¹⁹ BLVD

COREY DRAFT SHOWS

APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS RIGHT OF WAY

FOR FDOT USE ONLY

Permit No.:

APPLICANT INFORMATION

Name of Applicant/Organization: COREY AREA BUSINESS ASSOCIATION

Address: P.O. BOX 67393

Telephone #: 727-360-2953 Fax #: _____ E-Mail: artexpogallery@tampabay.rr.com

Contact person (This person will serve as the contact person for all questions concerning the banner application and placement): YVONNE MARCOS

Address (if different from above): 355 COREY AVENUE

Telephone #: 360-2953 Fax #: _____ E-Mail: artexpogallery@tampabay.rr.com

Date of Request: JUNE 19 2014

LOCATION AND DISPLAY PERIOD

This is a request to place ☒ pole banners ☐ street banners ☐ on the right of way of:

Highway name & number: 75th AVE + BOCA CIEGA DRIVE (SR 693) SECT. 1510
SR 693
MPO 096

From (south or west limits): 0.096 To (north or east limits): _____

Highway name & number: PINELLAS BAYWAY + GRANADA (SR 682) SECT. 15200001
SR 682
MPO 290

From (south or west limits): 0.875 To (north or east limits): _____

Highway name & number: _____

From (south or west limits): _____ To (north or east limits): _____

Highway name & number: _____

From (south or west limits): _____ To (north or east limits): _____

Projected installation date: Jan 2, 2015

Banners will be removed on or before (if applicable): Jan 12, 2015

Signature of Applicant
or Contact Person: Yvonne Marcos

Date: _____

LOCAL GOVERNMENTAL ENTITY APPROVAL

Name of Local Governmental Entity: _____

Name of signing official (please print): _____

Telephone #: _____ Fax #: _____ E-Mail: _____

Signature of local official: _____ Date: _____

CONDITIONS AND STIPULATIONS AGREED TO BY THE APPLICANT

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

Signature of District Permits

Engineer (or designee): _____

Date: _____

Sidewalk Sale

RULE 14-43.001, F.A.C.

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

575-070-18
RIGHT OF WAY-08/03
Page 1 of 2

FOR FDOT USE ONLY

Permit No.:

APPLICANT INFORMATION

Name of Applicant/Organization: COREY AREA BUSINESS ASSOCIATION

Address: P.O. BOX 67393

Telephone #: 727-360-2953 Fax #: _____ E-Mail: artexpogallery@tampabay.rr.com

Contact person (This person will serve as the contact person for all questions concerning the banner application and placement): YVONNE MARCUS

Address (if different from above): 355 COREY AVENUE

Telephone #: 360-2953 Fax #: _____ E-Mail: artexpogallery@tampabay.rr.com

Date of Request: JUNE 19 2014

LOCATION AND DISPLAY PERIOD

This is a request to place ☒ pole banners ☐ street banners ☐ on the right of way of: SECT. 15110
Highway name & number: 75th AVE + BOCA CIEGA DRIVE (SR693) SR 693
MPO 096

From (south or west limits): 0.096 To (north or east limits): _____

Highway name & number: PINELLAS BAYWAY + GRANADA (SR682) SECT 15200001
SR 682
From (south or west limits): 0.875 To (north or east limits): MPO 290

Highway name & number: _____

From (south or west limits): _____ To (north or east limits): _____

Highway name & number: _____

From (south or west limits): _____ To (north or east limits): _____

Projected installation date: March 2, 2015

Banners will be removed on or before (if applicable): March 16, 2015

Signature of Applicant
or Contact Person: Yvonne Marcus

Date: _____

LOCAL GOVERNMENTAL ENTITY APPROVAL

Name of Local Governmental Entity: _____

Name of signing official (please print): _____

Telephone #: _____ Fax #: _____ E-Mail: _____

Signature of local official: _____ Date: _____

CONDITIONS AND STIPULATIONS AGREED TO BY THE APPLICANT

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Signature of District Permits

Engineer (or designee): _____

Date: _____

APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS RIGHT OF WAY

FOR FDOT USE ONLY

Permit No.:

APPLICANT INFORMATION

Name of Applicant/Organization: COREY AREA BUSINESS ASSOCIATION

Address: P.O. BOX 67393

Telephone #: 727-360-2953 Fax #: _____ E-Mail: artexpogallery@tampabay.rr.com

Contact person (This person will serve as the contact person for all questions concerning the banner application and placement): YVONNE MARCUS

Address (if different from above): 355 COREY AVENUE

Telephone #: 360-2953 Fax #: _____ E-Mail: artexpogallery@tampabay.rr.com

Date of Request: JUNE 19 2014

LOCATION AND DISPLAY PERIOD

This is a request to place ☒ pole banners ☐ street banners ☐ on the right of way of: SECT. 1510
Highway name & number: 75th AVE + BOCA CIEGA DRIVE (SR693) SR 693
MPO 096

From (south or west limits): 0.096 To (north or east limits): _____

Highway name & number: PINELLAS BAYWAY + GRANADA (SR682) SECT. 15200001
SR 682
From (south or west limits): 0.875 To (north or east limits): MPO 290

Highway name & number: _____

From (south or west limits): _____ To (north or east limits): _____

Highway name & number: _____

From (south or west limits): _____ To (north or east limits): _____

Projected installation date: April 18, 2015

Banners will be removed on or before (if applicable): April 20, 2015

Signature of Applicant or Contact Person: Yvonne Marcus

Date: _____

LOCAL GOVERNMENTAL ENTITY APPROVAL

Name of Local Governmental Entity: _____

Name of signing official (please print): _____

Telephone #: _____ Fax #: _____ E-Mail: _____

Signature of local official: _____ Date: _____

CONDITIONS AND STIPULATIONS AGREED TO BY THE APPLICANT

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7. A sketch of the proposed banners is attached.
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Signature of District Permits

Engineer (or designee): _____

Date: _____

Craft Show

RULE 14-43.001, F.A.C.

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

575-070-18
RIGHT OF WAY - CB/C3
Page 1 of 2

FOR FDOT USE ONLY

Permit No.:

APPLICANT INFORMATION

Name of Applicant/Organization: COREY AREA BUSINESS ASSOCIATION

Address: P.O. BOX 67393

Telephone #: 727-360-2953 Fax #: _____ E-Mail: artexpogallery@tampabay.rr.com

Contact person (This person will serve as the contact person for all questions concerning the banner application and placement): YVONNE MARCUS

Address (if different from above): 355 COREY AVENUE

Telephone #: 360-2953 Fax #: _____ E-Mail: artexpogallery@tampabay.rr.com

Date of Request: JUNE 19 2014

LOCATION AND DISPLAY PERIOD

This is a request to place ☒ pole banners ☐ street banners ☐ on the right of way of:

Highway name & number: 75th AVE + BOCA CIEGA DRIVE (SR693) SECT. 15110
SR 693
MPO 096

From (south or west limits): 0.096 To (north or east limits): _____

Highway name & number: PINELLAS BAYWAY + GRANADA (SR682) SECT. 1520001
SR 682
MPO 290

From (south or west limits): 0.875 To (north or east limits): _____

Highway name & number: _____

From (south or west limits): _____ To (north or east limits): _____

Highway name & number: _____

From (south or west limits): _____ To (north or east limits): _____

Projected installation date: May 27, 2015

Banners will be removed on or before (if applicable): June 8, 2015

Signature of Applicant
or Contact Person: Yvonne Marcus

Date: _____

LOCAL GOVERNMENTAL ENTITY APPROVAL

Name of Local Governmental Entity: _____

Name of signing official (please print): _____

Telephone #: _____ Fax #: _____ E-Mail: _____

Signature of local official: _____ Date: _____

CONDITIONS AND STIPULATIONS AGREED TO BY THE APPLICANT

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Signature of District Permits
Engineer (or designee): _____

Sidewalk Sale

RULE 14-43.001, F.A.C.

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

575-070-18
RIGHT OF WAY-08/08
Page 1 of 2

FOR FDOT USE ONLY
Permit No.:

APPLICANT INFORMATION

Name of Applicant/Organization: COREY AREA BUSINESS ASSOCIATION
Address: P.O. BOX 67393
Telephone #: 727-360-2953 Fax #: _____ E-Mail: artexpogallery@tampabay.rr.com
Contact person (This person will serve as the contact person for all questions concerning the banner application and placement): YVONNE MARCUS
Address (if different from above): 355 COREY AVENUE
Telephone #: 360-2953 Fax #: _____ E-Mail: artexpogallery@tampabay.rr.com
Date of Request: JUNE 19 2014

LOCATION AND DISPLAY PERIOD

This is a request to place ☒ pole banners ☐ street banners ☐ on the right of way of: SECT. 15/10
Highway name & number: 75th AVE + BOCA CIEGA DRIVE (SR693) SR 693
From (south or west limits): 0.096 To (north or east limits): MPO 096
Highway name & number: PINELLAS BAYWAY + GRANADA (SR682) SECT 15/00001
From (south or west limits): 0.875 To (north or east limits): SR 682
Highway name & number: _____ MPO 290
From (south or west limits): _____ To (north or east limits): _____
Highway name & number: _____
From (south or west limits): _____ To (north or east limits): _____
Projected installation date: NOV 2, 2015
Banners will be removed on or before (if applicable): November 16, 2015
Signature of Applicant or Contact Person: Yvonne Marcus Date: _____

LOCAL GOVERNMENTAL ENTITY APPROVAL

Name of Local Governmental Entity: _____
Name of signing official (please print): _____
Telephone #: _____ Fax #: _____ E-Mail: _____
Signature of local official: _____ Date: _____

CONDITIONS AND STIPULATIONS AGREED TO BY THE APPLICANT

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Signature of District Permits
Engineer (or designee): _____

Craft Show

RULE 14-43.001 F.A.C.

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

575-070-18
RIGHT OF WAY-08/03
Page 1 of 2

FOR FDOT USE ONLY

Permit No.:

APPLICANT INFORMATION

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LOCATION AND DISPLAY PERIOD

This is a request to place ☒ pole banners ☐ street banners ☐ on the right of way of:Highway name & number: 75th AVE + BOCA CIEGA DRIVE (SR 693) SECT. 15110
SR 693
MPO 096From (south or west limits): 0.096 To (north or east limits): _____Highway name & number: PINELLAS BAYWAY + GRANADA (SR 682) SECT 15100001
SR 682
MPO 290From (south or west limits): 0.875 To (north or east limits): _____

Highway name & number: _____

From (south or west limits): _____ To (north or east limits): _____

Highway name & number: _____

From (south or west limits): _____ To (north or east limits): _____

Projected installation date: NOV 25, 2015Banners will be removed on or before (if applicable): December 7, 2015Signature of Applicant
or Contact Person: Yvonne Marcus

Date: _____

LOCAL GOVERNMENTAL ENTITY APPROVAL

Name of Local Governmental Entity: _____

Name of signing official (please print): _____

Telephone #: _____ Fax #: _____ E-Mail: _____

Signature of local official: _____ Date: _____

CONDITIONS AND STIPULATIONS AGREED TO BY THE APPLICANT

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8. View of traffic control devices is not impeded to those served by the erection of these permitted banners.

Signature of District Permits

Engineer (or designee): _____

25

Date: _____

RECEIVED
APR 25 2011
FIDELITY INVESTMENTS

FDOT PERMIT #
2011-1-7-99-008

Boca Ciega
7400 DR 7500

COREY AVE SIDEWALK SALE OCT 18

75th AVE & BOCA CIEGA DR.

CAVE
IN
STREET
CARS

RECEIVED

APR 25 2011

PINELLAS MAINTENANCE

05/8/130 3142 KJAMEDIA EVA Y3903

PINELLAS BAYWAY

FDOI PERMIT #

2011-1-799-0008

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

APPLICATION FOR BANNER

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

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

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

REQUIRED ATTACHMENTS:

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

COREY AVE ART/CRAFT SHDW

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

Issue Considered: Authorization to for street closures for on Sundays from Oct 5, 2014 – May 31, 2015 and Oct 4, 2015- May 29, 2016 of the 200-400 blocks of Corey Ave for the Corey Area Business Association Sunday Market.

Date: July 22, 2014

Prepared By: Jennifer McMahon, Recreation Director

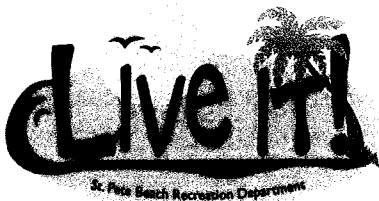
Summary of Issue: The Corey Area Business Association request permission for street closure on Sundays for the Sunday Market that includes the 200-400 blocks of Corey Ave on Sundays from Oct. 5, 2014 – May 31, 2015 and Oct. 4, 2015- May 29, 2016.

Requested Motion: “I move to authorize the approval of street closure of Corey Ave from the 200 block to the 400 block for the Corey Ave Sunday Market.”

Funding: n/a

Attachments: Event Application and diagram

**Reviewed by
City Manager** EE



City of St. Pete Beach Recreation
Department
Event Application

Applicant

Name of Applicant: YVONNE MARCUS Title (if applicable): V.P. of CABA.
Name of Organization (if applicable): COREY AREA BUSINESS ASSOCIATION
Tax Exempt? ☒ Yes ☐ No Non-Profit? ☒ Yes ☐ NO If yes on either, please provide documentation
Mailing Address: PO BOX 67393, ST. PETE BEACH 33736
Cell Phone: 727 580-8331 Email: artexpogallery@tampabay.rr.com

Event Information

Event Title: COREY FRESH MARKET Event/Organization Web Address: _____
Event Location(s): 300 + partial 400 BLOCK OF COREY + 200 Block

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
<u>OCT. 5 - MAY 31</u> <u>2014 2015</u>	<u>SUNDAYS</u>	<u>9 AM</u>	<u>3:30 pm</u>
<u>OCT. 4 - MAY 29</u> <u>2015 2016</u>			

Set Up Date(s): _____ Time(s) _____ to _____
Cleanup Date(s): _____ Time(s) _____ to _____

Description of Event: FARMERS MARKET - LIVE MUSIC

Will this be an Annual Event? ☒ Yes ☐ No If yes, next year's date(s): _____

Event Logistics

Estimated Attendance 250 250
(includes event crew, participants, and spectators) This Year Last Year (if Applicable)

List all event activities: SIGNAGE, RETAIL VENDING, STREET CLOSURE, VENDOR FOOD SALES,
BANNER, VENDOR COOKOUT, TEMPORARY STRUCTURES (TENTS) VENDOR,
List all food and beverage vendors (Event Promoter is responsible for obtaining copies of all licenses and insurance forms from each vendor)

Will alcohol be served or sold? ☐ Served ☐ Sold ☒ No Alcohol

List all other vendors (may need to provide copy of certificate of insurance) _____

Event Equipment (include dimensions, seating, staging, tents, platforms, booths, scaffolding, truck, etc. on site map) TENTS. (VENDOR)

All the above require a temporary structure permit. Cost for each is \$25.

Entertainment (Detail type, bands, DJs, dancers, clowns, etc) LIVE MUSIC.

List times of music and/or amplified sound (list PA systems, microphone, speakers, amps) 10 AM - 2 PM

Electricity Needed ☐ Yes ☐ No Source: _____

Will portable restrooms be used? ☒ Yes ☐ No If yes (include on site plan): One ADA compliant toilet for every 10 per location

Will Dumpsters be used? ☐ Yes ☒ No If yes (include on site plan)
How Many? _____ Size: _____ Installation Date: _____ Removal Date: _____

Please list any admission charges, donations, parking, registration or other fees and how much? _____

Does Event require any Road or Sidewalk Closures? ☒ Yes ☐ No

If yes, you must include all the details in the site plan including streets and times

Road	Start Intersection	End Intersection	Date	Times
COREY AVENUE	BOCA CIEGA	BLIND PASS		
1000 BLK	BLIND PASS	MID BLOCK		
COREY AVE 2000 BLK	MID BLOCK	BOCA CIEGA		

As the Applicant, I hereby accept and understand the responsibility to oversee all contractors, vendors, or parties affiliated with the event and to insure compliance with the special event guide, the event rules guidelines, requirements for tents and all policies, rules, regulations, and code provisions of the City of St. Pete Beach. I understand that any violations may result in immediate cancellation and revocation of the Event permits. I further certify that all the facts contained in this request are accurate.

For events on Public property, I agree to obtain and furnish the City of St. Pete Beach with a certificate of general liability insurance in the amount of at least one million dollars (\$1,000,000) or greater as deemed satisfactory by the city. The insurance must name the City of St. Pete Beach as an additional insured.

I understand incomplete application or any outstanding financial obligations with any department with in the City of St. Pete Beach may result in a denial of my request.

Yvonne Marcus, CABA VP
Print Name

Yvonne Marcus
Signature

Corporation Name (if applicable)

6/22/2014
Date

COREY
200 Block
CLOSED

BOCA CIEGA

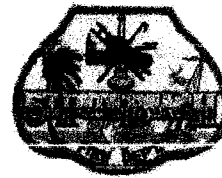
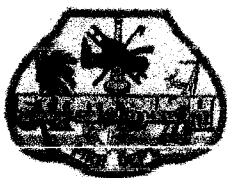
COREY 300 BLK
CLOSED

BLIND PASS

COREY
400 Block
PARTIAL CLOSED
W/ ACCESS THROUGH
WELLS FAREG
PARKING LOT

WELLS
FAREG

COREY SUNDAY MARKET



SPECIAL EVENT OUTDOOR COOKING PERMIT APPLICATION

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

Name of Event: Corey Fresh Market
Date of Event: Sundays Oct-May Hours: 9 (AM/PM) to 3 (AM/PM)
Event Location: 300 Black Corey Ave / Partial Blind Pass Rd see pic
(Authorization is required from the property owner)
Event Coordinator/Applicant: YVONNE MARUS, CABA VP Phone: 727-498-8778
Organization: Corey Area Business Assoc.
Summary of Event Activities: Farmers Market - Live Music
Estimated Attendance: 250
What cooking source will be used? Propane ☒ Charcoal ☒ Electrical ☒

GUIDELINES:

Charcoal:

- § If pit is used for cooking, a maximum of four (4) foot diameter is required
- § Approved metal containers shall be provided for the disposal of coals and ashes.

Propane:

- § Listed outdoor cooking appliances shall be installed in accordance with their listing and the manufacturer's instructions.
- § Unlisted units shall be installed outdoors with clearances to combustible material of not less than 36 inches at the sides and back, and not less than 48 inches at the front.
- § Installation, testing, and replacement of gas piping, gas utilization equipment, or accessories shall be performed by only a qualified agency. Total product for the event shall be provided with an approved centrally located tank. (No portable tanks.)
- § Propane cookware must be inspected prior to approval
- § Dry powder extinguisher (2A10BC) must be readily available at all times.

Electrical:

- § Approved main disconnect panels and all circuit breakers must comply with the National Electrical Code.

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

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

APPROVALS:

Building Department: _____ Date: _____

Zoning Department: _____ Date: _____

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

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

Yvonne Marus 355 Corey Ave 727-360-2953
(Applicant) (Address) (Phone)

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

(Date)



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

If you are requesting a street closure, you are requesting co-sponsorship. All application materials for a 2014 event must be received by August 30, 2013 for consideration.

Co-Sponsorship: An agreement entered into by the City of St. Pete Beach with an entity to provide money, services, or supplies to help promote and implement a program or event. Your request will be placed on the City Commission agenda for consideration of co-sponsorship. The sponsoring entity shall be notified of the decision of the City Commission by the City Clerk. Once approved for co-sponsorship for moneys, supplies or services, you will be required to submit a financial statement, (a final statement of expenditures and revenues), for the event to the City Manager within thirty (30) days of the conclusion of the program or event.

Name of Applicant: WONNE MARCUS / Corey Area Business Assoc
Description of Event: Farmers Market: produce, crafts, foods
live music

Are you requesting:

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

Barnquiles + cones to Black Street: See pic
Market to do set up / Breakdown
Supplies stored @ 350 Corey

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

Corey Area Business Association: CABA
(A letter of authorization is required from the charitable/non-profit organization).

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

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

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

no

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

no

Will this be an annual event? Yes ☒ No ☐

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

If yes, when? Oct - May Sundays

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

If yes, how will it be advertised? local media, web, flyers, ads + press release

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

Issue Considered: Authorization for the Interim City Manager to grant permission to Lessee Merry Pier Partners LLC to complete site improvements as presented, waive the related local site improvement permit fees and to proceed with the preparation of lease amendment document(s) extending the term of the existing lease agreement five years as requested by the Lessee as provided for in the existing lease agreement upon mutual agreement of the parties.

Date: July 22, 2014

Prepared By: Dan O'Connor, Administrative Services Supervisor

Through: Elaine Edmunds – Interim City Manager

Summary of Issue: On February 1, 2011 the City entered into a 5 year lease agreement with Merry Pier Partners LLC. The existing lease agreement terminates January 31, 2016 and provides for up to three additional 5 year term extensions upon mutual agreement of the parties.

The existing lease agreement also requires the Lessee to obtain prior consent before proceeding with any construction and or alterations to the leased facility.

Merry Pier Partners LLC is seeking authorization to make Arbor and Deck improvements and restoration at their expense as presented and to have local permit fees related to the project(s) waived.

Merry Pier Partners is also seeking a five year extension to the term of the existing lease as provided for in the existing lease. The existing lease agreement requires the Lessee notify the City at least 120 days prior to the term expiration of the lease agreement of their wish to extend the term of the lease.

Upon authorization and completion of the five year lease extension agreement/amendment document(s) same will be brought back before the City Commission for final approval.

Requested Motion: “I move to authorize for the Interim City Manager to grant permission to Lessee Merry Pier Partners LLC to complete site improvements as presented, waive the related local site improvement permit fees and to proceed with the preparation of lease agreement/amendment document(s) extending the term of the existing lease agreement five years”.

Attachments: Request letter, Power point presentation, Existing lease agreement

Reviewed By:
Interim City Manager: EE

MERRY PIER PARTNERS, LLC
801 Pass-A-Grille Way
St. Pete Beach, Florida 33706

June 30, 2014

St. Pete Beach City Commission
155 Corey Avenue
St. Pete Beach, Florida 33706

Dear Commissioners:

I am writing on behalf of Merry Pier Partners, LLC to request a five year extension of our existing lease as outlined and available in our current lease agreement.

We are requesting the extension be granted at this time as we are planning to expend monies to make improvements to the existing signage, and to the side deck which is very much in need of repair.

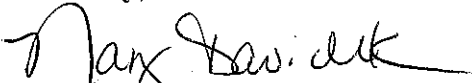
We are including a power point presentation prepared by Tim Kelley of TNT Design and Marketing which details the planned improvements.

We have obtained bids from licensed contractors to do the work and would like to start and finish the project before December 31st of this year.

We have had discussions with Bruce Cooper and have designed the sign and railing to meet the code requirements he has specified. We understand that we will need to go through the formal permitting process, but we are requesting that the permit fees be waived since we are improving city property.

Thank you for your time and consideration.

Sincerely,



Nancy Davidek
Managing Member
Merry Pier Partners, LLC



Pass A Grille, Florida

Merry Pier - Arbor & Deck Improvements & Restoration

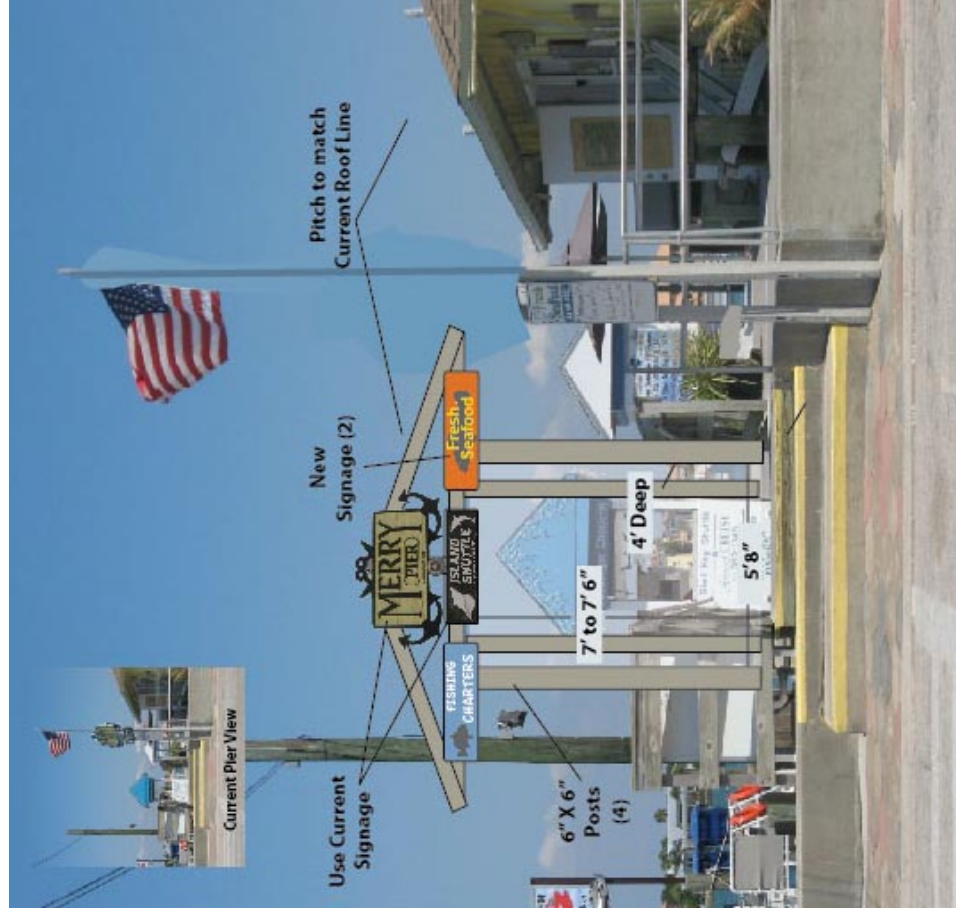
May 24th, 2013 / June 17, 2014

Designed by;
Tim Kelley / TNT Design & Marketing
727 468 4303

Current View - Looking South East



Arbor Design – Looking East



Arbor Signs – 2 Additional Signs



Existing Sign To Match



1.

New Signs

ETCHED
SIGNS



2.



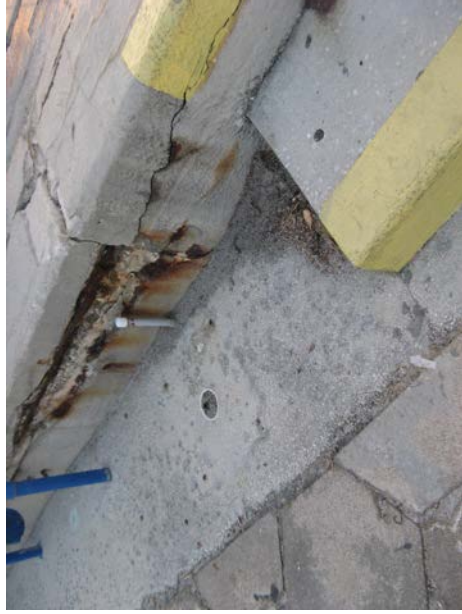
Proposed Re-Surfacing Deck Area & Steps – Looking East



Proposed Re-Surfacing Deck Area & Steps – Looking North



Concrete Slab & Sea Wall are in need of Repair & Re-Surfacing



Proposed Deck Covering Material



Proposed Deck Railing





Thanks, from all of your friends at
Merry Pier
St. Pete Beach & Pass A Grille, Florida



Designed by;
Tim Kelley / TNT Design & Marketing
727 468 4303

LEASE AGREEMENT
Between
The City of St. Pete Beach, Florida
and
Merry Pier Partners, LLC

THIS LEASE AGREEMENT ("Lease") is made and entered into this 1st day of February, 2011, by and between the City of St. Pete Beach, Florida ("Lessor"), whose address is 155 Corey Avenue, St. Pete Beach, Florida, 33706, and Merry Pier Partners, LLC ("Lessee"), whose mailing address is 801 Pass-A-Grille Way, St. Pete Beach, FL 33706, collectively (the "Parties").

WITNESSETH:

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

1. **PREMISES:** The Lessor hereby grants to Lessee a Lease to occupy and use, subject to all of the terms and conditions hereinafter stated, the Merry Pier as shown on Exhibit "A" attached hereto and made a part hereof by reference ("Premises").

2. **TERM:**

A. Lessee shall occupy and use the Premises during the five (5) year period commencing on February 1, 2011 (the "Commencement Date") and terminating on January 31, 2016 ("Term"), unless this Lease is earlier terminated as provided herein.

B. Extensions – Three (3) additional five (5) year options are available upon mutual agreement of the parties. Lessee shall notify the City at least one hundred and twenty (120) days prior to the expiration of the current term as to whether Lessee wishes to extend the Term as provided above. Lessor will notify Lessee within 60 days of Lessee's notice to extend, of its acceptance or not.

3. **CONDITION OF PREMISES:** Lessee has inspected the Premises and accepts the Premises in its present condition. The Lessor has made no representations, statements, or warranties, either expressed or implied, as to the condition of the Premises, or as to its fitness for a particular use.

4. **PERMITTED USES:** The Premises shall be occupied and used by Lessee solely for the purpose of operating boats for tours, rides and excursions at the Merry Pier; kayak paddleboard and bicycle rentals; fishing, fishing tournaments, marine life education; sale of fishing, boating and beach supplies; sale of food, food products; sale of beer and wine for off

premises consumption only. Lessee shall not use or permit the use of the Premises for any other use or purpose than that set forth herein without prior written consent of the Lessor.

5. **TRADE NAME:** Lessee shall occupy the Premises under the trade name of Merry Pier. Lessee shall not be permitted to change such trade name **without the prior** written consent of the Lessor.

6. **LESSEE SHALL:**

A. At all times comply and cause the Premises to comply with all current and future federal, state and local laws, rules, regulations and ordinances, federal and state constitutions, and the orders and decrees of all lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to the Americans With Disabilities Act, the bonding requirements of Section 255.05, Florida Statutes (regardless of whether the contract for construction is between the contractor and Lessee or the contractor and the Lessor) and Laws related to business operations, marine safety and operating speeds, and signage.

B. Manage, operate, direct, superintend and promote tours, rides and excursions to the best of its ability and in full compliance with applicable Laws.

C. Employ at its sole cost and expense qualified and appropriately licensed personnel as required by the United States Coast Guard for the safe and efficient operation of the Vessels.

D. When departing or returning to the Premises, operate the vessels at a minimum safe operating speed for conditions present at that time; otherwise comply with applicable Laws concerning operating speed, and make every reasonable effort to minimize noise and salt/debris spray when departing from or returning to the Premises.

E. Utilize an on-board communication system that is capable of communicating with the Coast Guard and Lessor. In the event of an emergency, Lessee shall immediately notify the Coast Guard (if required by applicable Laws or otherwise required by the Coast Guard) and the Lessor Public Safety Contacts. This notification shall be in addition to all other notifications required by this Agreement or applicable Laws.

F. Not use the premises, nor allow any activities on the premises, that are immoral or objectionable in the Lessor's sole discretion, which discretion shall be reasonably exercised.

G. Other than Maritime emergency conditions, not allow any vessel, longer than 65 feet or which accommodates more than 150 passengers, to tie up to or ferry passengers to or from the Merry Pier, without written permission from the City Commission.

H. Keep regular hours and such hours shall be posted for public viewing in a conspicuous location at the entrance to the Pier.

I. Be permitted to open and operate the shop facilities between the hours of 6am and one hour after sunset.

J. Complete the following improvements, all of which shall become the property of Lessor upon installation, to Premises at the Lessee's expense and to the Lessor's satisfaction within the following mutually agreed upon time frame: (Subject to Lessor approval)

1. Repaint building, install new carpet and refurbish restrooms within 18 months from the execution of this lease agreement.
2. Create a tasteful archway entrance to Merry Pier that faces 8th Avenue and draws attention to the Pier within 24 months from the execution of this lease agreement.
3. Install lights for dock safety and fishing areas, repaint dock sheds install dock area shrubbery within 12 months of the execution of this lease agreement.
4. Implement a clean dock policy for all tenants within 3 months of the execution of this lease agreement.

7. **MAINTENANCE AND REPAIR OF PREMISES:** Lessee shall at its own cost and expense keep the Premises, Facilities (as hereinafter defined) and equipment in a clean, orderly and safe condition in accordance with this Agreement and applicable laws, and shall not permit any debris or litter to accumulate in or around the Premises. Lessee shall at Lessee's sole cost and expense keep and maintain the demised Premises in good condition and repair; except damage thereto from causes beyond the reasonable control of Lessee. All damage or injury to the demised Premises caused by the act or negligence of Lessee, its employees, agents or visitors, shall be repaired by Lessee at Lessee's sole cost and expense. Lessee shall upon the expiration or sooner termination of the term hereof surrender the demised premises to Lessor in the same condition as they existed on the Commencement Date, ordinary wear and tear and damage from causes beyond the reasonable control of Lessee excepted. Lessor shall have no obligation to alter, remodel, improve, decorate, or paint the Demised Premises or any part thereof, and the parties hereto affirm that Lessor has made no representations to Lessee respecting the condition of the demised Premises, except as specifically herein set forth. Lessee accepts the demised Property in its "as is" condition.

8. **UTILITIES AND TRASH REMOVAL:**

A. Lessee shall at its sole cost and expense (including installation, connections, deposits, meters, usage, repair and upgrades) provide all necessary utilities, including but not limited to, electricity, telephone, water, gas and sewage. Lessee may request permission to connect water and electrical service to the Premises at the sole cost and expense of Lessee. Prior to making such connections, Lessee shall (i) provide the Lessor with a scaled drawing/illustration that accurately depicts the location of said service from the point of connection to the Premises, and (ii) receive written approval from the Lessor to make such connections, which approval may be withheld by the Lessor in its sole discretion. In the event that the Lessor requires relocation of

any utility related improvements, Lessee shall at Lessee's sole cost and expense relocate said utility related improvements to an alternate location designated by the Lessor.

B. Lessee shall at its sole cost and expense provide for the collection and disposal of trash associated with use of the Premises. All trash shall be stored in covered containers at all times. Lessee shall at its sole cost and expense supply all trash containers, subject to the Lessor's prior written approval concerning the type and placement of such containers. Trash collection and disposal shall be conducted at least once per day.

9. **TAXES AND FEES:** All taxes and fees levied by any governmental body upon the Premises or its use during the Term, including but not limited to ad valorem taxes, tangible personal property taxes, sales tax and storm water fees, shall be paid by Lessee and Lessee shall deliver to the Lessor the appropriate receipts which demonstrate payment thereof. Lessor shall not "lend" its sales tax certificate to Lessee.

10. **CONSTRUCTION AND ALTERATIONS:** Lessee shall not make or permit to be made any alterations, additions, improvements or changes to the Premises, nor permit the painting or placing of any exterior signs, placards, banners, pennants or other advertising media, utility installations, connections or meters, awnings, aerials, antennas or the like, or equipment or machines (including but not limited to vending machines), without on each occasion obtaining prior written consent of the Lessor, which consent shall be at the sole discretion of the Lessor. Lessee shall construct all improvements, called for under this lease. (collectively, "Facilities") at its own cost and expense and in accordance with applicable laws. The Facilities shall immediately become the property of the Lessor and shall remain at the Premises during the Term and upon expiration or termination of this Agreement. The Lessor reserves the right to have Lessee remove any of the Facilities, which may be removed without damage to the remainder and which Lessor elects not to retain.

11. **DAMAGE/RESTORATION REPLACEMENT FACILITIES:** The Lessor is under no obligation to provide to Lessee any replacement Facilities or Premises, or replace or repair the Premises under any circumstances, including but not limited to substantial damage to the existing Facilities and or Premises by fire, flood, hurricane, tornado, earthquake or other forms of natural disaster. In the event the Lessor does not elect to replace the Premises or facilities, the Lessee shall have the option to terminate this Lease.

A. **Lessee's Obligations.** In the event the demised Premises, or any portion thereof, should be damaged or destroyed, Lessee may, with consent of Lessor reconstruct or restore the demised Premises after any damage or destruction thereof.

B. **Abatement of Rent.** During the period commencing with the date of any such damage or destruction which Lessor elects hereunder to repair, reconstruct or restore, and ending with the completion of such repairs, reconstruction or restoration, the Base Rent shall be proportionately abated in an amount equal to the proportion thereof which the number of square feet of gross floor area in the demised Premises and boat ships rendered un-tenantable thereby bears to the total number of square feet of gross floor area and boat-ships in the demised Premises immediately prior to such damage or destruction. The full amount of said Base Rent

and all other charges shall again become payable immediately upon the completion of such work of repair, reconstruction or restoration.

12. **NO LIENS:** Lessee shall not suffer any liens to be filed against the Premises or facilities by reason of any work, labor, services or materials performed at or furnished to the Premises or facilities, to Lessee, or to anyone using the Premises through or under Lessee. Nothing contained in this Agreement shall be construed as consent on the part of the Lessor to subject the Premises or facilities or any part thereof to any lien or liability under the lien laws of the State of Florida.

13. **REQUIRED SIGNAGE/LIGHTINGS/SAFETY EQUIPMENT:** Subject to Paragraph 10, Lessee shall at its own cost and expense install signage, lighting and such other equipment and Facilities as may be necessary for Lessee's operations, including but not limited to signage, lighting, equipment and Facilities necessary to protect the safety of passengers boarding and disembarking.

14. **RENT AND DEPOSITS:**

A. Lessee shall pay the Lessor each month in advance a monthly base rent in the amount of \$ 2900.00 Two thousand nine hundred and no cents ("Base Rent") for the initial year of the Term for a total of Thirty four thousand eight hundred dollars (\$34,800). The Base Rent is based upon the current occupancy of three boats. If the Lessee is successful in bringing in other vessels the Base Rent will increase by an amount equal to 50% of the additional rent received by the Lessee each month based upon the prior month's receipts from any additional boats. The Base Rent shall be due on or before the first day of each month commencing on the Commencement Date during the Term. Each subsequent year of this five year lease the Base Rent shall be increased by Two and one half percent (2.5%) or shall be increased by the percentage increase in the consumer price index - U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index - All Urban Consumers Series ID CUUR0000SAO - not seasonally adjusted - U.S. City average - all items - Base Period 1982-1984=100 from September to September whichever is higher.

B. Lessee shall deposit with the Lessor a security deposit in the amount of Five thousand Dollars (\$5,000) to secure Lessee's performance of each and every covenant and agreement to be performed by Lessee hereunder. The Lessor shall have the right, at its option, to apply all or part of the security deposit toward the payment of the amounts required to remedy any default of Lessee in the payment of rent or changes or in the performance of any other covenant or agreement contained herein; provided, however, the existence of the security deposit shall not affect the rights of the Lessor in the event of any such non-payment or failure to perform, nor shall the same in any way limit Lessee's responsibility therefore, nor shall it preclude or extinguish any other right or remedy to which the Lessor may be entitled. If the Lessor applies all or part of the security deposit, Lessee shall, upon notice from the Lessor, pay to the Lessor an amount sufficient to restore the security deposit to the original full amount. Upon termination of this Agreement, the Lessor shall reimburse Lessee for the amount of any unused portion of the security deposit and in no event shall any interest be due and owing thereon.

C. If Lessee shall fail to make any payment of the Base Rent, or other charge to the Lessor when due, interest on said late payment shall accrue at the rate of one and one-half percent (1-1/2%) per month or portion thereof, or the highest rate permitted by applicable law, whichever is less, from the date said payment was due, and said interest shall become due and payable on the first day of the month following the month in which said payment was due, if Lessee shall fail to make any payment of the Base Rent, or other charge to the Lessor within (3) days after the said amount was due, Lessee shall pay the Lessor a late charge of four percent (4%) of the overdue amount, but not less than Fifty Dollars (\$50.00), not to exceed the maximum allowed by law, which late charge shall become immediately due and payable. The aforesaid interest and late charge shall not limit the Lessor's other rights and remedies provided for herein on account of Lessee's failure to make payment when due.

D. Lessee shall pay to the Lessor a charge of five percent (5%) of the face value of any check returned, or Twenty Five Dollars (\$25.00), whichever is greater, for each check that is returned to the Lessor unpaid, plus any other applicable charges.

E. All fees and deposits shall be payable to the City of St. Pete Beach, or such other entity as the Lessor shall designate from time to time in writing. Lessee shall forward all fees and deposits to the address set forth in Paragraph 36, or such other address or addresses as the Lessor shall designate in writing.

15. BOOKS AND RECORDS: Lessee shall prepare in accordance with generally accepted accounting practices and shall keep accurate books of account at the address for Lessee set forth in Paragraph 36. All books and records, including tax returns, with respect to the business for the Term shall be kept by Lessee and shall be open to examination or audit by the Lessor during the Term and for a period of three (3) years following expiration or earlier termination of this Agreement.

16. INSURANCE:

A. Lessee shall carry the following minimum types and amounts of insurance at its own expense:

1. Commercial general liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate in occurrences form. This policy shall include coverage for (i) personal injury or death or property damage or destruction occurring at the Premises or arising out of Lessee's occupancy or use of the Premises or otherwise arising out of any act or occurrence in, about, or from the Premises; (ii) business interruption; (iii) fire legal liability in the minimum amount of One Hundred Thousand Dollars (\$100,000); and (iv) contractual liability under this Agreement.
2. Automobile liability insurance of One Million Dollars (\$1,000,000) combined single limit covering all owned, hired and non-owned vehicles (required if company vehicles are used in connection with Lessee's occupancy or use of the Premises).

3. Workers' Compensation insurance as required by **Florida law** and Employers' Liability insurance in an amount of at least One Hundred Thousand Dollars (\$100,000) each accident, One Hundred Thousand Dollars (\$100,000) per employee and Five Hundred Thousand Dollars (\$500,000) for all diseases.
4. "All Risk" property damage insurance covering Lessee's personal property at the Premises for damage or other loss caused by fire or other casualty or cause, including but not limited to vandalism and malicious mischief, theft, explosion and water damage of any type. Said insurance shall be in amounts not less than the full replacement cost of such property.
5. Marine Protection and Indemnity Insurance, if not included in subparagraph A1 above, in the amount of at least One Million Dollars (\$1,000,000) per occurrence. This insurance is intended for liability coverage for loss, damage, or expense arising out of, or incident to, vessel use on ocean or inland waterways outlined in Section 624.607 (4)(b), Florida Statutes.
6. If applicable, Long shore & Harbor Workers' Compensation coverage.
7. If applicable, liquor liability insurance with a minimum limit of One Million Dollars (\$1,000,000).

B. Lessee's policy or policies, except Worker's Compensation, shall name the Lessor, its' officers, directors, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") as additional insured.

C. All policies shall provide that the Lessor will be provided notice thirty (30) days prior to any cancellation, reduction or material change in coverage.

D. Prior to the date upon which Lessee first enters upon the Premises, Lessee shall provide the Lessor with Certificates of Insurance on a standard ACORD form reflecting all required coverage. At the Lessor's request, Lessee shall provide copies of current policies with all applicable endorsements.

E. All insurance required pursuant to this Paragraph 16 shall be provided by responsible insurers licensed in the State of Florida and rated at least A and 10 in the then current edition of Best's Insurance Guide.

F. Lessee hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties and shall cause each required insurance policy to be written to provide that the insurance company waives all rights of recovery by way of subrogation against the Indemnified Parties.

G. The Lessor shall have the right to reasonably increase the amount or expand the scope of insurance to be maintained by Lessee hereunder from time to time.

H. If any contractor of Lessee (or subcontractor) performs any work at the Premises, Lessee shall ensure that said contractor (or subcontractor) obtains the insurance required pursuant to this Paragraph 16, as applicable, naming Lessee and the Indemnified Parties as additional insured.

17. **INDEMNITY:** Commencing on the date upon which Lessee first enters upon the Premises, Lessee shall defend at its expense, pay on behalf of, indemnify and hold the Indemnified parties harmless from and against all claims, demands, liabilities, damages, judgments, orders, decrees, actions, proceedings, fines, penalties, costs and expenses, (collectively, "Claims") including, without limitation, court costs and attorneys' and experts' fees at trial and on appeal, whether or not a lawsuit is commenced, alleged or claimed by any person or entity to be arising from or relating to any violation of Laws, loss of life, diminution in value of the Premises, or damage or injury to persons, property or business occurring in, about or from the Premises, or alleged or claimed to be directly or indirectly caused by or in connection with any violation of this Agreement or occupancy or use of the Premises by, or any other act or omission of, Lessee, any other occupant of the Premises, or any of their respective agents, employees, representatives, guests, invitees, customers, contractors or subcontractors. Without limiting the generality of the foregoing, Lessee specifically acknowledges that the indemnity undertaking herein shall apply to Claims in connection with or arising out of the transportation, use, storage, maintenance, generation, manufacturing, handling, disposal, release or discharge of any "Hazardous Material" as described in Paragraph 39. The purchase of insurance coverage required by this Agreement, or otherwise, shall not relieve Lessee of any of its obligations set forth in this Paragraph 16.

18. **WAIVER OF LESSOR'S LIABILITY:** The Lessor shall not be responsible or liable for and Lessee hereby expressly waives all claims against the Lessor for injury or death to persons or damage or destruction of property or any other interest of Lessee, regardless of the cause. All of Lessee's property of every kind and description that may at any time be, at premises, shall be at Lessee's sole risk.

19. **LIMITATION OF LIABILITY:** In no event shall the Lessor be liable for any loss of use, loss of time, inconvenience, lost profits or other special, incidental or consequential damages in any way related to or arising from this Agreement, including but not limited to any special, incidental or consequential damages alleged or claimed to be related to or arising from any default by the Lessor under this Agreement or the Lessor's operation, management, leasing, licensing, repair, development, improvement, renovation, construction or alteration of the Premises (or any improvements thereto) or Merry Pier.

20. **LICENSES, PERMITS, CERTIFICATIONS AND AUTHORIZATIONS:**

A. At its expense, Lessee shall obtain and provide the Lessor with copies of any licenses, permits, certifications and authorizations required by any governmental agency or authority with respect to the Vessels, type of activity carried on by Lessee, construction and installation of improvements at or to the Premises and use of the Premises, including but not limited to certificates of seaworthiness for the Vessels and Coast Guard certifications and licenses appropriate for the intended operations. No unlawful activities shall be permitted in the use of the Premises. The Lessor makes no representations as to whether the licenses, permits,

certifications or authorizations required by any governmental agencies or authorities will be issued to Lessee.

B. In the event the Lessor or Lessee receives written notice from a governmental agency or authority that any license, permit, certification or authorization is required in connection with this Agreement or Lessee's occupancy or use of the Premises (including but not limited to a dock permit) and has not been obtained, Lessee shall (i) obtain such license, permit, certification or authorization within the time permitted by the governmental agency or authority; (ii) terminate this Agreement and comply with the terms and conditions of this Agreement related to Lessee's duties upon termination (and the terms and conditions of this Agreement that survive termination); or (iii) immediately seek and diligently pursue a declaratory judgment from a court of competent jurisdiction as to whether or not the license, permit, certification or authorization is required, Lessee shall obtain the required license, permit, certification or authorization within the time frame established by the court (if the court established such a time frame) or the governmental agency or authority (if the court did not establish such a time frame). If the court determines that the license, permit, certification or authorization is not required, this Agreement shall remain in full force and effect provided that Lessee is otherwise in full compliance with all the terms and conditions contained in this Agreement. If Lessee fails to comply with this Paragraph 20B in any manner whatsoever, the Lessor may immediately terminate this Agreement. Notwithstanding the foregoing, Lessor may terminate this Agreement if it determines that the time required for the Lessee to fulfill these obligations is not consistent with the needs of Lessor. Lessee's obligation to pay the Base Rent shall not be abated or suspended during Lessee's performance of the foregoing obligations.

C. This Agreement shall remain in full force and effect during the above-referenced declaratory judgment action provided that a court has not entered an order to the contrary and that the governmental agency or authority stays any enforcement action against the Lessor pending the outcome of the declaratory judgment action. In the event that the governmental agency or authority does not stay its enforcement against the Lessor, the Lessor may immediately terminate this Agreement.

D. The Lessor's termination of this Agreement pursuant to this Paragraph 20 shall not be a basis for damages or any legal action of any type against the Lessor. The Lessor shall incur no liability whatsoever in connection with its termination of this Agreement pursuant to this Paragraph 20. The Lessor's rights and remedies contained in this Paragraph 20 shall be in addition to its other rights and remedies under this Agreement (including but not limited to the Lessor's indemnity rights set forth in Paragraph 17 of this Agreement) and applicable Laws.

21. **LESSEE PARKING:** The Lessor shall provide no designated parking to the Lessee. On-Street parking may be utilized by the Lessee, its employees, and patrons on a first come, first serve basis in the same manner as the general public. Lessee, its employees and patrons shall pay the customary parking fee for Pier parking. City of St. Pete Beach residential on-street parking permits are available at the City Police Department building and can be purchased at the resident price of \$15 per year or non-resident price of \$100 per year. The Lessor will provide the Lessee parking passes for Two Dollars (\$2.00) per day for on-street parking on Pass-A-Grille Way for customers using the services provided by the Lessee. On February 1st, 2013 parking passes provided by the Lessor will increase to Three Dollars (\$3.00)

Dollars per day for on-street parking on Pass-A-Grille Way.

22. NON-PERMITTED USE: Lessee shall not harm the Premises, nor commit waste, nor create any nuisance, nor make any use of the Premises, which is offensive as determined by the Lessor in its sole discretion. Lessee shall comply with such other reasonable rules and regulations as the Lessor may from time to time adopt with respect to the Premises and the operation of the Vessels. In addition, the following specific uses shall not be allowed:

- A. Consumption of alcoholic beverages on the Premises;
- B. Any residential use, including the allowance of and person(s) to live on board any vessels moored at the pier, whether or not such use in violation of the Code of Ordinances of the City of St. Pete Beach, Florida, or in violation of any other law or ordinance restricting or prohibiting living aboard vessels;
- C. Performance of general marine repairs, provided however, that the prohibition shall not prohibit emergency repairs or normal maintenance operations to vessels permanently moored at the pier facility.
- D. Use of the Premises in any manner which would make them unsafe to the public and/or cause damage or injury to the leased premises.

23. LESSEE'S DUTIES ON EXPIRATION/TERMINATION: Upon expiration or earlier termination of this Agreement, Lessee shall remove its goods and effects, repair any damage caused by Lessee's use of the Premises and peaceably yield up the Premises clean and in good order, repair and condition, ordinary wear and tear excepted. Any personal property of Lessee not removed within five (5) days following such expiration or termination shall be deemed abandoned and shall become the property of the Lessor to be removed and disposed of as the Lessor may determine. Any costs associated with removal and disposal shall be paid by Lessee.

24. DEFAULT/REMEDIES:

A. Default by Lessee. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Lessee:

1. The vacating or abandonment of the demised Premises by Lessee.
2. The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof from Lessor to Lessee.
3. The making by Lessee of any general arrangement or assignment for the benefit of creditors, whereby; (a) Lessee becomes a "debtor" as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within sixty (60) days); (b) the appointment of a trustee or receiver to take possession of

substantially all of Lessee's assets located at the Demised Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within thirty (30) days; or (c), the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Demised Premises or of Lessee's interest in this Lease, where such seizure is not discharged within thirty (30) days. Provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect.

4. The violation by Lessee of any other provision of this lease.

B. Remedies. In the event of any such material default or breach by Lessee, Lessor may at any time thereafter, with or without notice or demand and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such default or breach:

1. Terminate Lessee's right to possession of the demised Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the demised Premises to Lessor. In such event Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default including, but not limited to, the cost of recovering possession of the demised Premises; expenses of re-letting, including necessary renovation and alteration of the demised Premises, reasonable attorney's fees, and any real estate commission actually paid; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Lessee proves could be reasonably avoided; that portion of any leasing commission paid by Lessor applicable to the unexpired term of this Lease.
2. Maintain Lessee's right to possession in which case this Lease shall continue in effect whether or not Lessee shall have abandoned the demised Premises. In such event Lessor shall be entitled to enforce all of Lessor's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.
3. Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the State of Florida. Unpaid installments of rent and other unpaid monetary obligations of Lessee under the terms of this Lease shall bear interest from the date due at the maximum rate then allowable by law.

C. DEFAULT BY LESSOR/REMEDIES/EXCULPATION. Lessor shall not be in default unless Lessor fails to perform obligations required of Lessor within a reasonable time, but in no event shall Lessor be deemed in default sooner than thirty (30) days after written notice by Lessee to Lessor, specifying wherein Lessor has failed to perform such obligation;

provided, however, that if the nature of Lessor's obligation is such that more than such thirty (30) days are required for performance, then Lessor shall not be in default if Lessor commences performance within such thirty (30) day period and, thereafter, diligently prosecutes the same to completion.

25. DAMAGE TO PREMISES: If fire, explosion, or other casualty or occurrence substantially damages any portion of the Premises, the Lessor may elect to repair the Premises or immediately terminate this Agreement. Lessee shall not have any recourse against the Lessor in the event of termination of this Agreement pursuant this Paragraph 25. Nothing contained herein shall limit the Lessor's rights and remedies against Lessee if Lessee, any other occupant of the Premises, or any of their respective agents, employees, representatives, guests, invitees, customers, contractors or subcontractors, caused or contributed to the damage to the Premises.

26. FORCE MAJEURE: In the event that either party is delayed in the performance of any act or obligation pursuant to or required by this Agreement by reason of a Force Majeure Event (as hereinafter defined), the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such party is actually delayed by such Force Majeure Event. The party seeking delay in performance shall give notice to the other party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing delay and shall cooperate with the other party to overcome any delay that has resulted. The term "Force Majeure Event" for purposes of this Paragraph 26 shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade or embargo provided, however, if Lessor determines that the delay cured by force majeure is unreasonable, Lessor may terminate this Agreement.

27. ASSIGNMENT:

A. Subject to approval by the St. Pete Beach City Commission, which may be withheld at the sole discretion of the City Commission, Lessee shall have the right to assign, transfer, convey, or sublet the Premises or this Agreement or any part thereof, or any of its right, title or interest therein, to any person, company or corporation. Any other attempted assignment, transfer, conveyance or sublease without prior City Commission approval shall be void and shall be deemed a default of this Agreement and cause for immediate termination.

B. If Lessee is declared insolvent or adjudicated bankrupt or if Lessee makes an assignment for the benefit of creditors, or if Lessee's interest is sold under execution or a trustee in bankruptcy or a receiver appointed for Lessee, the Lessor, without prejudice to its rights hereunder and at its option, may immediately terminate this Agreement and retake possession of the Premises without notice to Lessee or any assignee, transferee, trustee or any other person or persons, using force to the extent permitted by applicable Laws.

C. No assignment or sublease or attempted assignment or sublease shall relieve Lessee of any of its obligations under this Agreement.

28. **DISCRIMINATION:** Lessee shall not illegally discriminate against any person in employment or in the provision of services under this Agreement.

29. **RELATIONSHIP OF PARTIES:** Nothing contained herein shall be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent, partnership or joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of landlord and tenant.

30. **SEVERABILITY:** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.

31. **LAW, JURISDICTION AND VENUE:** This Agreement shall be governed and interpreted in accordance with the laws of the State of Florida. Venue for any action brought in state court shall be in Pinellas County, Florida, Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Pete Beach or Pinellas County, in which case the action shall be brought in that division. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

32. **DUE AUTHORITY:** Each party to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.

33. **ENTIRE AGREEMENT:** This Agreement sets forth all covenants, promises, agreements, conditions and understandings between the Lessor and Lessee concerning the Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth.

34. **ACCESS TO PREMISES:** The Lessor reserves the right to enter upon the Premises at all reasonable hours for the purpose of inspecting the same, or the use thereof by Lessee, or for making repairs.

35. **AMERICANS WITH DISABILITIES ACT OF 1990:** Lessee assumes all responsibility, including but not limited to, financial, construction and physical modification costs, provision of auxiliary aids, services and legal costs, for ensuring compliance with all aspects of the Americans with Disabilities Act of 1990 (ADA) and any amendments thereto.

36. **EMINENT DOMAIN.** If the whole of the demised Premises shall be taken, or such part thereof, shall be taken as shall substantially interfere with Lessee's use and occupancy of the balance thereof, under power of eminent domain, or sold, transferred, or conveyed in lieu thereof, either Lessee or Lessor may terminate this Lease as of the date of such condemnation or

as of the date possession is taken by the condemning authority, whichever date occurs later. No award for any partial or entire taking shall be apportioned, and Lessee hereby assigns to Lessor any award which may be made in such taking or condemnation, together with any and all rights of Lessee now or hereafter arising in or to the same or any part thereof; provided, however, that nothing contained herein shall be deemed to give Lessor any interest in or require Lessee to assign to Lessor any award made to Lessee for the taking of personal property and fixtures belonging to Lessee and removable by Lessee at the expiration of the term hereof, as provided hereunder or for the interruption of, or damage to Lessee's business or for relocation expenses recoverable against the condemning authority. No temporary taking of a part of the demised Premises, including parking facilities, shall give Lessee any right to terminate this Lease or to any abatement of rent hereunder.

37. NOTIFICATION: All notices, requests, demands, approvals and other communications hereunder shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt if sent by certified mail, postage prepaid with return receipt requested, at the address listed below, or upon the actual date of delivery, if hand delivered to the address below. Either party may change the below listed address at which it receives written notices by so notifying the other party hereto in accordance with this Paragraph 36.

LESSOR:
155 Corey Avenue
St. Pete Beach, FL 33706
ATTN. City Manager

LESSEE:
801 Pass-A-Grille Way
St. Pete Beach, FL 33706

38. PROHIBITED USE: The Lessor may prohibit any occupation or other use of the Premises which, in the sole discretion of the Lessor, is deemed hazardous to persons or to the Premises or which will increase the Lessor's liability or cost for insurance.

39. SAFETY:

A. Lessee shall remove the Vessels from the berth at the Premises upon the request of the Lessor if in the sole discretion of the Lessor's qualified representative (Police Department Marine Patrol Officer), the Vessels pose an imminent threat to the safety of persons or property.

B. In recognition of the danger posed to other boats, the premises and adjacent facilities by a shipboard fire while at the Premises, and in recognition of the relative superior expertise and equipment possessed by the St. Pete Beach Fire Department, Lessee shall, as a condition of utilizing the Premises:

1. Cooperate with the St. Pete Beach Fire Department in formulating a plan to fight shipboard fires while docked at the Premises;
2. Permit, without exception, the boarding of the Vessels entry upon the Premises, while at the Premises, by fire officials who are responding to a report of a shipboard fire;

3. Permit, without exception, the boarding of the Vessels while at the Premises by firefighting units when required by fire officials who have boarded pursuant to subparagraph 2, above.
4. Ensure that the management, captain, crew and security personnel are at all access by fire officials and units for the purpose of prompt, efficient response to a shipboard fire. Lessee will provide the St. Pete Beach Fire Department with a letter setting out the provisions of this Paragraph 38 and the permission contained herein.

C. The permission contained herein applies to all of the Vessels.

40. HAZARDOUS MATERIALS:

A. Lessee shall not transport, use, store, maintain, generate, manufacture, handle, dispose, release or discharge any "Hazardous Material" (as hereinafter defined) upon or about the Premises, or permit any other occupant of the Premises, or any of Lessee's or such other occupant's respective agents, employees, representatives, guests, invitees, customers, contractors or subcontractors, to engage in such activities upon or about the Premises. However, the foregoing provisions shall not prohibit the transportation to and from, and use, storage, maintenance and handling within the Premises under Paragraph 4, above, provided: (a) such substances shall be used and maintained only in such quantities as are reasonably necessary for such permitted use of the Premises, strictly in accordance with applicable Laws, highest prevailing standards, and the manufacturers' instructions therefore; (b) such substances shall not be disposed of, released or discharged at the Premises, and shall be transported to and from the Premises in compliance with all applicable laws; (c) if any applicable Laws or the Lessor's trash removal contractor requires that any such substances be disposed of separately from ordinary trash, Lessee shall make arrangements at Lessee's expense for such disposal directly with a qualified and licensed disposal company at a lawful disposal site (subject to scheduling and approval by the Lessor); (d) any such substances shall be completely, properly and lawfully removed from the Premises upon expiration or earlier termination of this Agreement; and (e) for purposes of removal and disposal of any such substances, Lessee shall be named as the owner and generator, obtain a waste generator identification number, and execute all permit applications, manifests, waste characterization documents and any other required forms. The term "Hazardous Material" for purposes of this Paragraph 39 shall mean any chemical, substance, material or waste or component thereof which is now or hereafter listed, defined or regulated as a hazardous or toxic chemical, substance, material or waste or component thereof by any federal, state or local governing or regulatory body having jurisdiction, or which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety data sheet ("MSDS").

B. Lessee shall immediately notify the Lessor of (i) any enforcement, cleanup or other regulatory action taken or threatened by any governmental or regulatory authority with respect to the presence of any Hazardous Material at the Premises or the migration thereof from or to other property, (ii) any demands or claims made or threatened by any party relating to any loss or injury resulting from any Hazardous Material at the Premises, (iii) any release, discharge

or improper or unlawful disposal or transportation of any Hazardous Material on or from the Premises or in violation of this Paragraph 39, and (iv) any matters where Lessee is required by applicable Laws to give a notice to any governmental or regulatory authority respecting any Hazardous Material at the Premises. The Lessor shall have the right (but not the obligation) to join and participate, as a party, in any legal proceedings or actions affecting the Premises initiated in connection with any environmental, health or safety Laws. At such times as the Lessor may request, Lessee shall provide the Lessor with a written list, certified to be true and complete, identifying any Hazardous Material then used, stored or maintained upon the Premises, the use and approximate quantity of each such material, a copy of any MSDS issued by the manufacturer therefore, and such other information as the Lessor may require or as may be required by applicable Laws.

C. If any Hazardous Material is released, discharged or disposed of by Lessee or any other occupant of the Premises, or their employees, agents, representatives, guests, invitees, customers, contractors or subcontractors, on or about the Premises in violation of the foregoing provisions, Lessee shall immediately, properly and in compliance with applicable Laws notify the proper authorities as required by applicable Laws, notify the Lessor's Hazardous Material spill contacts as designated by the Lessor and as may be changed from time to time, cleanup and remove the Hazardous Material from the Premises and any other affected property and clean or replace any affected personal property (whether or not owned by the Lessor), at Lessee's expense (without limiting the Lessor's other remedies therefore). Such cleanup and removal work shall be subject to the Lessor's prior written approval (except in remedial action plan required by any court or governmental body having jurisdiction or required by the Lessor). In the event the Lessor elects in its sole discretion to have any testing, investigation and/or cleanup (including but not limited to preparation and implementation of a remedial action plan) performed by a Lessor contractor (or contractors), Lessee shall assist the contractor(s), with such testing, investigation and/or cleanup as directed by the contractor(s) and the Lessor and promptly pay the contractor(s) the total amount charged by the contractor(s) in connection with testing, investigation and cleanup. If the Lessor or any governmental body arranges for any tests or studies showing that this Paragraph 39 has been violated, Lessee shall pay for the costs of such tests. Nothing contained in this Paragraph 39C shall limit or otherwise affect Lessee's indemnity obligations set forth in Paragraph 17 herein.

41. **CERTIFICATE OF GOOD STANDING:** Lessee, if incorporated, shall annually provide the Lessor with a current Certificate of Good Standing from the Secretary of State.

42. **CURRENT OFFICERS:** Lessee shall, if incorporated, provide the Lessor with the name, title, address and telephone number of all of the organization's officers within thirty (30) calendar days of their election or appointment to office. Should any officers reside at more than one residence, both addresses and telephone numbers shall be supplied to the Lessor.

43. **NO EXCLUSIVE RIGHTS:** Nothing contained in this Agreement shall be construed to grant or authorize the granting of an exclusive right other than right of possession and quiet enjoyment of the premises pursuant to the terms and conditions of this Agreement.

44. **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it has

accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

45. NON-APPROPRIATION: The obligation of the Lessor to fund any expenditures required by this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential Lessor services have been budgeted and appropriated, sufficient monies for the funding of any expenditures that are due during that year. Notwithstanding the foregoing, the Lessor shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the Lessor pursuant to this Agreement.

46. SURVIVAL: All obligations of Lessee (including but not limited to indemnity obligations) and rights of the Lessor arising during or attributable to the period prior to expiration or earlier termination of this Agreement shall survive such expiration or earlier termination.

47. NO THIRD PARTY BENEFICIARIES: Persons not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.

48. NO WAIVER: No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the Lessor's consent respecting any action by Lessee shall not constitute a waiver of the requirement for obtaining the Lessor's consent respecting any subsequent action.

49. CAPTIONS: The captions of the paragraphs of this Agreement are for convenience of reference only and shall not be considered or referred to in resolving questions of interpretation.

50. END OF TERM.

A. At the expiration of this Lease, subject to renewals, Lessee shall surrender the demised Premises in the same condition as it was in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted, and shall deliver all keys and combinations to locks, safes and vaults to Lessor. Before surrendering the Demised Premises, Lessee shall remove all its personal property, trade fixtures, inventory, alterations, additions and decorations, and shall repair any damage caused thereby. Lessee's obligations to perform this provision shall survive the end of the term of this Lease. If Lessee fails to remove its property upon the expiration of this Lease, the said property, at Lessor's option, shall be deemed abandoned and shall become the property of Lessor.

B. If the demised Premises are not surrendered at the end of the term, then Lessee shall indemnify Lessor against loss or liability resulting from delay by Lessee in so

surrendering the demised Premises, including, without limitation, any claims founded on such delay made by any succeeding occupant of the demised Premises or any part thereof, and Lessee shall be liable to Lessor for any and all legal expenses, costs, and fees incurred by Lessor in obtaining the possession of the demised Premises.

51. **HOLDING OVER.** Any holding over after the expiration of this term or upon termination, shall be construed to be a tenancy from month to month and shall otherwise be on the terms herein specified so far as applicable.

52. **NO WAIVER.** Failure of Lessor to insist upon the strict performance of any provision or to exercise any option or enforce any rules and regulations shall not be construed as a waiver for the future of any such provision, rule or option. The receipt by Lessor of rent with knowledge of the breach of any provision of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived unless such waiver be in writing signed by Lessor. No payment by Lessee or receipt by Lessor of a lesser amount than the monthly rent shall be deemed to be other than on account of the earliest rent then unpaid nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

53. **RECORDING.** Lessee shall not record this Lease without consent of Lessor.

54. **PARTIAL INVALIDITY.** If any provision of this Lease or application thereof to any person or circumstance shall, to any extent, be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

55. **PROVISIONS BINDING, ETC.** Except as otherwise expressly provided, all provisions herein shall be binding upon and shall inure to the benefit of the Parties, their legal representatives, successors and assigns. Each provision of this lease to be performed by Lessee shall be construed to be both a covenant and a condition.

56. **ENTIRE LEASE, ETC.** This Lease and the Exhibits, Riders and/or Addenda if any attached, set forth the entire Lease between the parties. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by the party sought to be charged. Submission of this Lease for examination does not constitute an option for the demised Premises and becomes effective as a Lease only upon execution and delivery thereof by Lessor to Lessee. It is herewith agreed that this Lease contains no restrictive covenants in favor of Lessee. The captions and numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph, nor in any way affect this Lease.

57. **NO PARTNERSHIP.** Nothing contained in this Lease shall, or shall be deemed or construed so as to create the relationship of principal-agent, joint venturers, co-adventurers,



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/31/2011

PRODUCER (727) 388-4545 x604 FAX: (727) 388-4510

Legacy Underwriters, Inc.

PO Box 1972

Saint Petersburg FL 33771

INSURED

Merry Pier Partners, LLC

801 Pass-A-Grille Way

St. Petersburg FL

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Markel - Essex

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
LTR	INSRD					
A		GENERAL LIABILITY				EACH OCCURRENCE \$ 1,000,000.
		☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000.
		☐ CLAIMS MADE ☒ OCCUR	9CD0456-0	2/1/2011	2/1/2012	MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$ 1,000,000.
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000.
		☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG \$ 1,000,000.
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
		☐ ANY AUTO				BODILY INJURY (Per person) \$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		☐ HIRED AUTOS				
		☐ NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		☐ ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE \$
						\$
		DEDUCTIBLE				\$
		RETENTION \$				\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT \$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
A		OTHER Liquor Liability	9CD0456-0	2/1/2011	2/1/2012	\$1,000,000 Aggregate
A		Property Coverage	9CD0456-0	2/1/2011	2/1/2012	\$10,000. Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The Certificate Holder is listed as Additional Insured on the policy.

CERTIFICATE HOLDER

City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Theresa Jewell

partners or co-Lessees between Lessor and Lessee; it being the express intention of the parties that they are and shall remain independent contractors one as to the other.

58. RADON GAS DISCLOSURE. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

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

City of St. Pete Beach, Florida

By Michael P. Bonfield
Michael P. Bonfield
City Manager

Merry Pier Partners, LLC

By R. J. Coffman
Randall Coffman - Member
Merry Pier Partners, LLC

ATTEST:

Pamela A. Prell
Pamela Prell
Deputy City Clerk

Merry Pier Partners, LLC

By: Nancy Davidek
Nancy Davidek - Member
Merry Pier Partners, LLC

APPROVED AS TO FORM:

City Attorney or Designee

By [Signature]
City Attorney



8TH AVENUE PIER:

Mary Bell

That certain parcel of land in Government Lot 4, located in Section 19, Township 32 South, Range 16 East, lying Easterly of Morey Beach, a subdivision of said Government Lot 4 of Section 19, Township 32 South, Range 16 East, as recorded in Plat Book 1 Page 102, Public Records of Hillsborough County, Florida of which Pinellas County was formerly a part, being more particularly described as follows: Commencing at the Northeast corner of Lot 1 Block 5, of said Morey Beach; thence S. 03° 54' 08" W., along the East line of said Block 5, a distance of 169.01 feet; thence leaving said line S. 06° 34' 12" E., 61.50 feet to the seawall for a Point of Beginning; thence continue S. 86° 34' 12" E., 116.36 feet; thence S. 03° 25' 42" W., 145 feet; thence N. 86° 34' 12" W., 132.75 feet to the seawall; thence along the seawall by a curve to the left, radius 1190 feet, arc 146.01 feet, chord N. 09° 52' 42" E., 145.92 feet to the Point of Beginning

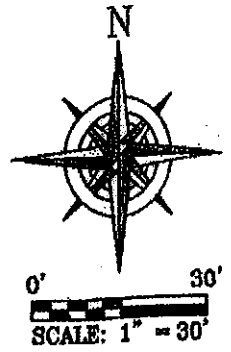
Pinellas County

Florida

For: City of St. Petersburg Beach *E. Fred Lovel and Associates, Inc.*
c/o: Jerry Colen

ST. PETERSBURG HUDSON CLEARWATER
ZEPHYRHILLS

Order No. 33280
November 11, 1981



EXISTING SLIPS	
SLIP #	DIMENSIONS
1	15' X 50'
2	15' X 50'
3	15' X 50'
4	15' X 50'
5	15' X 55'
6	15' X 70'
7	15' X 70'
8	15' X 67'

RIPIARIAN LINE APPROXIMATELY 1,050 FEET NORTH OF LEASE AREA.

SHORELINE CONDITION 1000±

POB

S86°34'12"E 61.50'(R)

FIR(1/2") 61.55'(M) FN&D LB107

TOP OF WALL = 5.15'
BOTTOM = -3.1'

S86°34'12"E 116.36'

A=146.01'
N09°52'42"E

RAD=1198.00'
C=145.92'

PASS-A-GRIFF WAY
PUBLIC RIGHT OF WAY
ASPHALT PAVED

1.8' SEAWALL CAP

SHORELINE CONDITION 1000±

TOP OF WALL = 5.23'
BOTTOM = -2.4'

N77°55'45"W 134.27'

RIPIARIAN LINE APPROXIMATELY 1,700 FEET SOUTH OF LEASE AREA.

SUBMERGED LAND LEASE BOUNDARY

S03°25'48"W 165.17'

BOCA CIEGA BAY

DEUEL ASSOCIATES
CONSULTING ENGINEERS LAND SURVEYORS LAND PLANNERS

4825 EAST BAY DRIVE, SUITE 211
CLEARWATER, FL 34774
PH: 727.822.4151 FAX: 727.821.7255
WWW.DEUEL-ENGINEERING.COM
CERTIFICATE OF AUTHORIZATION NUMBER 26320
LICENSED SURVEYOR NUMBER 107

THIS DOCUMENT IS NOT FULL AND COMPLETE WITHOUT THE ATTACHED REPORT

SPECIAL PURPOSE FIELD SURVEY

LEGEND

A=ARC; AC=ACRES; AVE=AVENUE; CH=CHORD; CHB=CHORD BEARING;
COMP=COMPOSIT DECK; CONC=CONCRETE; CT=COURT; Δ=DELTA; FCM=FOUND
CONCRETE MONUMENT; FCT=FISH CLEANING TABLE; FIP=FOUND IRON PIPE;
FN&D=FOUND NAIL AND DISK; LB=LICENSED BUSINESS; M=MEASURED
P.B.=PLAT BOOK; PGS=PAGES; P.O.B.=POINT OF BEGINNING; P.O.C.=POINT OF
COMMENCEMENT PSM=PROFESSIONAL SURVEYOR & MAPPER; R=RECORD;
RAD=RADIUS; R/W=RIGHT OF WAY; TYP=TYPICAL

88 PETE BEACH

FLORIDA

WORK ORDER	2010-36
DATE:	3-15-2010
DRAWN:	DR
SCALE:	1"=30'
SHEET NO.	4 OF 4

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 **MERRY PIER PARTNERS, LLC** ("lessee"), for the purposes set forth herein.

WITNESSTH:

WHEREAS, Lessor and Lessee have previously executed that certain "Lease Agreement" for the "Merry Pier" dated February 5, 2011 ("the Lease") pursuant to which Lessee has leased from Lessor certain premises ("the Premises"), commonly known as "Merry Pier", 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 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. Section 4 of the Lease is hereby revised and amended as follows:

PERMITTED USES:

The Premises shall be occupied by Lessee solely for the purpose of operating boats for tours, rides and excursions at the Merry Pier; kayak paddleboard and bicycle rentals; fishing,

fishing tournaments, marine life education; sale of fishing, boating and beach supplies; sale of food, food products; sale of beer and wine.

Beer and wine may be served for consumption on the premises but may only be served between the hours of 7:00 AM and 6:00 PM Monday through Sunday. Sales of beer and wine and consumption of beer and wine on premises are subject to: (i) the period of time set forth; (ii) Lessee's compliance with all federal, state and local laws, codes and regulations applicable to the sale of beer and wine and consumption of beer and wine on the premises; and (iii) upon Lessee obtaining all required licenses and permits and insurance as Lessor may reasonably require for the sale of beer and wine and consumption of beer and wine on the premises. Lessee shall not use or permit the use of the premises for any other use or purpose than that set forth herein without prior written consent of Lessor.

B. Section 22. A. of the Lease is hereby deleted in its entirety.

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 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
City Manager

ATTEST:

City Clerk

By: _____
Randall Coffman
Merry Pier Partners, LLC

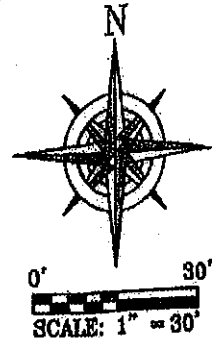
By _____
Nancy Davidek
Merry Pier Partners, LLC

APPROVED AS TO FORM:

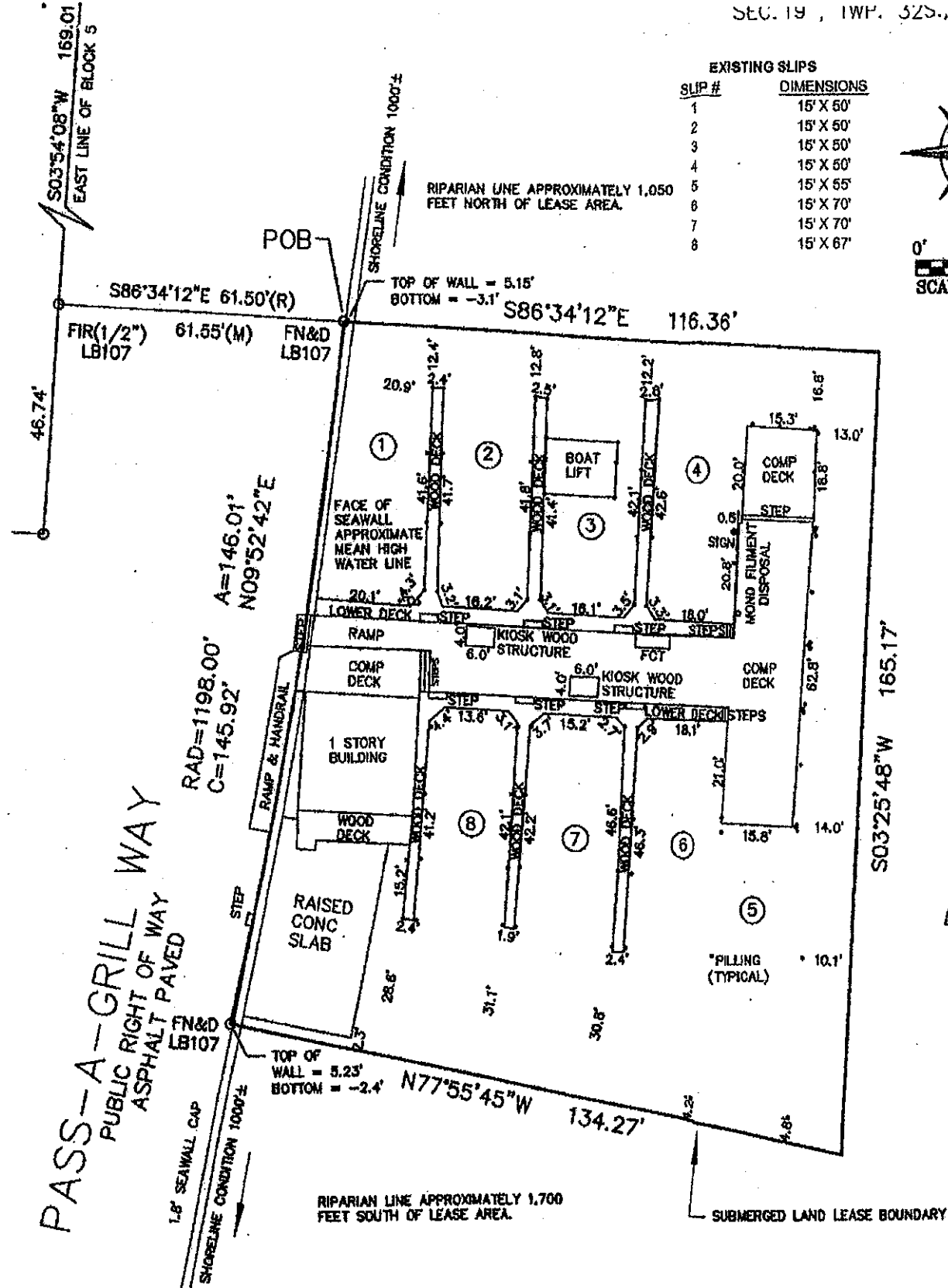
City Attorney or Designee

By: _____

City Attorney



EXISTING SLIPS	
SLIP #	DIMENSIONS
1	15' X 50'
2	15' X 50'
3	15' X 50'
4	15' X 50'
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DEUEL ASSOCIATES
CONSULTING ENGINEERS LAND SURVEYORS LAND PLANNERS

4825 EAST BAY DRIVE, SUITE 211
CLEARWATER, FL 34624
PH 727.822.4181 FAX 727.821.7285
WWW.DEUELENGINEERING.COM
CERTIFICATE OF AUTHORIZATION NUMBER 26820
LICENSED BUSINESS NUMBER 107

THIS DOCUMENT IS NOT FULL AND
COMPLETE WITHOUT THE ATTACHED
REPORT

LEGEND

A=ARC; AC=ACRES; AVE=AVENUE; CH=CHORD; CHB=CHORD BEARING;
COMP=COMPOSITE DECK; CONC=CONCRETE; CT=COURT; Δ=DELTA; FCM=FOUND
CONCRETE MONUMENT; FCT=FISH CLEANING TABLE; FIP=FOUND IRON PIPE;
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RAD=RADIUS; R/W=RIGHT OF WAY; TYP=TYPICAL

**SPECIAL PURPOSE
FIELD SURVEY**

WORK ORDER 2010-36

DATE: 3-15-2010

DRAWN: DR

SCALE: 1"=30'

SHEET NO. 4 OF 4

72
ST. PETE BEACH

FLORIDA

CONSENT TO SUBLEASE

The City of St. Pete Beach ("Landlord"), as landlord, pursuant to that certain Lease (the "Lease") dated, as amended, by and between Landlord and Merry Pier Partners, L.L.C., ("Tenant"), as tenant, subject to and specifically conditioned upon the following terms and conditions hereby grants its consent to the Sublease dated _____, 2012, made by and between Tenant, as sublessor, and _____, a _____ ("Subtenant"), as subtenant, a copy of which is attached hereto as Exhibit "A" (the "Sublease") covering certain premises known as _____ deemed to consist of _____ square feet of rentable area, (the "Premises") as more particularly described in the Sublease.

As conditions to the consent of Landlord to the Sublease, it is understood and agreed as follows:

1. **Recitals.** The above recitals are incorporated herein as if fully set forth.
2. **Capitalized Terms.** All words and phrases have the meanings attributed to them in the Lease, unless otherwise expressly stated herein, or unless the context hereof clearly requires otherwise.
3. **No Release.** This Consent to Sublease shall in no way release Tenant or any person or entity claiming by, through or under Tenant, including Subtenant, from any of its covenants, agreements, liabilities and duties under the Lease (including, without limitation, all duties to cause and keep Landlord and others named or referred to in the Lease fully insured and indemnified with respect to any acts or omissions of Subtenant or its agents, employees or invitees or other matters arising by reason of the Sublease or Subtenant's use or occupancy of the Premises), as the same may be amended from time to time, without respect to any provision to the contrary in the Sublease.
4. **Specific Provisions of Lease and Sublease.** This Consent to Sublease consenting to a sublease to Subtenant shall not be construed to amend the Lease in any respect, any purported modifications being solely for the purpose of setting forth the rights and obligations as between Tenant and Subtenant, but not binding Landlord.
5. **Amendment of Sublease.** Tenant and Subtenant shall not amend the Sublease in any respect without the prior written approval of Landlord. In no event shall any such amendment affect or modify or be deemed to affect or modify the Lease in any respect.
6. **Limited Consent.** Except as otherwise set forth herein, this Consent to Sublease does not and shall not be construed or implied to be a consent to any other matter for which Landlord's consent is required under the Lease, including, without limitation, any alterations, additional or further subleases, assignments or transfers of the Lease or any interest therein or thereto under the Lease including without limitation, a sub-sublease or any assignment of the Sublease. This Consent represents Landlord's consent for Tenant to enter into a Sublease solely with Subtenant pursuant to the provisions enumerated herein. The Landlord expressly does not consent to an assignment of the Sublease by Subtenant or Tenant, and the Sublease by and between Tenant and Subtenant must not be assignable or delegable to any other person or entity.
7. **Tenant's Continuing Liability.** Tenant shall be liable to Landlord for any default under the Lease, whether such default is caused by Tenant or Subtenant or anyone claiming by or through

either Tenant or Subtenant, but the foregoing shall not be deemed to restrict or diminish any right which Landlord may have against Subtenant pursuant to the Lease, in law or in equity for violation of the Lease or otherwise, including, without limitation, the right to enjoin or otherwise restrain any violation of the Lease by Subtenant.

8. **Acceptance by Tenant and Subtenant.** Tenant and Subtenant understand and acknowledge that Landlord has agreed to execute this Consent to Sublease based upon Tenant's and Subtenant's acknowledgment and acceptance of the terms and conditions hereof.
9. **Subordination.** The Sublease is, in all respects, subject and subordinate to the Lease, as the same may be amended. Furthermore, in the case of any conflict between the provisions of this Consent to Sublease or the Lease and the provisions of the Sublease, the provisions of this Consent to Sublease or the Lease, as the case may be, shall prevail unaffected by the Sublease.
10. **Landlord's Charges.** Tenant specifically agrees to pay all of Landlord's reasonable costs, charges and expenses, including attorneys' fees at all tribunal levels, incurred in connection with the Sublease and this Consent to Sublease upon submission of bills therefor, and that the failure to pay the same upon demand shall be a default under the Lease.
11. **Insurance.** Subtenant shall maintain all policies of liability and other insurance and otherwise comply with the insurance requirements of Tenant according to the Lease and which Subtenant is required to maintain according to the Sublease, which policies will name Landlord and such other persons or firms as Landlord specifies from time to time as additional insureds. Certificates of such insurance shall be furnished by Subtenant to Landlord upon Subtenant's execution of this Consent to Sublease. Subtenant waives any and all right to recover against Landlord or against any other tenant or occupant of the Premises, or against the Commissioners, officers, directors, shareholders, partners, joint venturers, employees, agents, customers, invitees, or business visitors of Landlord or of such other tenant or occupant of the Premises, for any loss or damage to such waiving party arising from any cause covered by any property insurance required to be carried by such party pursuant to the Lease or any other property insurance actually carried by such party. Subtenant from time to time will cause its insurer to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Premises or the contents of the Premises. Subtenant assumes all risk of damage of Subtenant's property within the Premises, including any loss or damage caused by water leakage, fire, windstorm, explosion, theft, act of any other tenant, or any other cause.
12. **Termination of Lease; Right of Direct Action.** If at any time prior to the expiration of the term of the Sublease the Lease shall be in default beyond the applicable curative periods, terminate or be terminated for any reason (or Tenant's right to possession shall terminate without termination of the Lease), the Sublease shall simultaneously terminate. Nothing contained in this paragraph shall be construed to impair or modify any right otherwise exercisable by Landlord, whether under the Lease, any other agreement or in law. In the event of any default under the Lease which is not cured within any applicable grace period, Landlord shall have the right of direct action against Sublessee pursuant to the same remedies as are available to Landlord against Tenant.

13. **Services.** Tenant hereby agrees that Landlord may furnish to the Premises services requested by Subtenant other than or in addition to those to be provided under the Lease, and bill Subtenant directly for such services for the convenience of and without notice to Tenant. Subtenant hereby agrees to pay Landlord all amounts which may become due for such services on the due dates therefor. If Subtenant shall fail to do so, however, and if Tenant has been notified in advance in writing about the furnishing of such other or additional services to Subtenant and Tenant does not notify Landlord of its protest of same within ten (10) days following such notice, Tenant agrees to pay such amounts to Landlord upon demand as Rent under the Lease, and the failure to pay the same upon demand shall be a payment default under the Lease.
14. **No Waiver; No Privity.** Nothing herein contained shall be deemed a waiver of any of Landlord's rights and remedies under the Lease and shall not be construed as a bar to any subsequent enforcement of any of Landlord's rights or remedies. In no event, however, shall Landlord be deemed to be in privity of contract with Subtenant or owe any obligation or duty to Subtenant under the Lease or otherwise, any duties of Landlord under the Lease being in favor of, for the benefit of and enforceable solely by Tenant.
15. **Notices.** Subtenant agrees to promptly deliver a copy to Landlord of all notices of default and all other notices sent to Tenant under the Sublease, other than ministerial notices, and Tenant agrees to promptly deliver a copy to Landlord of all such notices sent to Subtenant under the Sublease. All copies of any such notices shall be delivered personally or sent by United States certified mail, postage prepaid, return receipt requested, to The City of St. Pete Beach, c/o City Manager, 155 Corey Avenue, St. Pete Beach, Florida 33706 or to such other place or persons as Landlord or its agent may from time to time designate.
16. **Reservation of Rights.** This Consent to Sublease shall be deemed limited solely to the Sublease, and Landlord reserves the right to consent or to withhold consent and all other rights under the Lease with respect to any other matters including, without limitation, any proposed alterations (except as otherwise set forth herein) and with respect to any further or additional subleases, assignments or transfers of the Lease or any interest therein or thereto including, without limitation, a sublease or any assignment of this Sublease.
17. **Right to Cure Subtenant Default.** Tenant shall be notified in writing of any events of default of the Lease by Subtenant in the event Landlord intends to declare a default under the Lease as to Subtenant, and in such event, Tenant shall have the right to timely cure such default as set forth in the Lease.
18. **Brokers.** Landlord, Tenant and Subtenant represent and warrant that, except as disclosed in the Sublease, they neither consulted nor negotiated with any broker or finder with respect to the Premises or this Sublease. Tenant and Subtenant agree to indemnify, protect, defend, and save Landlord harmless from and against any claims for fees or commissions from anyone with whom they have dealt in connection with the Premises or this Consent to Sublease including attorneys' fees at all tribunal levels incurred in connection with the defense of any such claim.
19. **Ratification of Lease.** Except as expressly set forth herein, the Lease remains in full force and effect in accordance with its terms and provisions; and Landlord and Tenant do hereby ratify, adopt, and confirm its terms and provisions and its terms and provisions shall remain in full force and effect.

20. **Entire Agreement.** The Lease as modified herein is intended by the parties as the final expression of their agreement and as a complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the parties having been incorporated herein or therein. No course of prior dealings between the parties, their officers, employees, agents, or affiliates shall be deemed relevant or admissible to supplement, explain or vary any of the terms and provisions of the Lease. No representations, understandings or agreements have been made or relied upon in the making of this Consent to Sublease other than set forth herein.
21. **Conflicts.** Landlord, Tenant and Subtenant agree that should any provision in this Consent to Sublease disagree with or conflict with any provision in the Lease, the provision in the Lease will control.
22. **No Construction Against Drafting Party.** Landlord, Tenant and Subtenant acknowledge that each of them and their counsel have had an opportunity to review this Consent to Sublease and that this Consent to Sublease will not be construed against Landlord merely because Landlord has prepared it.
23. **Time is of the Essence.** Time is of the essence of all terms and conditions of this Consent to Sublease.
24. **No Claims.** Tenant acknowledges and agrees that through the date hereof, Landlord, its predecessors in interest, and their respective Commissioners, officers, employees and agents have fully and completely performed all of the obligations on their part to be performed under the Lease, and thus (i) Tenant has no claim or cause of action against them under the Lease or otherwise, (ii) Tenant does not have any existing setoffs, counterclaims or defenses against Landlord under the Lease, and (iii) Landlord has paid all amounts and performed all work required to be paid or performed by Landlord under the Lease as of the date hereof.
25. **Tenant and Subtenant Bound.** By executing this Consent to Sublease, Tenant and Subtenant acknowledge and agree to be bound by all of the terms and conditions of Landlord's consent to the Sublease as set forth herein.
26. **Exculpation.** Neither Landlord, nor the Commissioners, directors, officers, agents or employees of any of the foregoing (collectively, the "Parties"), shall be personally liable, in any manner, by reason of, or as a consequence of, the execution or delivery of this Consent.
27. **No Offer.** This Consent to Sublease is submitted on the understanding that it will not be considered an offer and will not bind Landlord in any way until (a) Tenant and Subtenant have duly executed and delivered four (4) duplicate originals to Landlord and (b) Landlord has executed and delivered one of such originals to Tenant and Subtenant.
28. **Date of Consent.** For purposes of this Consent, the term "Date of this Consent" shall mean the date on which this Consent is executed by the last one of the parties to do so.
29. **No Recordation.** Neither this Consent nor the Sublease shall be recorded in the public records.

IN WITNESS WHEREOF, this Consent to Sublease has been executed on behalf of Landlord, Tenant, and Subtenant as of the Date of this Consent to Sublease.

LANDLORD:

CITY OF ST. PETE BEACH,
a Municipal _____

TENANT:

MERRY PIER PARTNERS, LLC

By: _____
Name: Michael Bonfield
Title: City Manager

Date Signed: _____, 2012

Witness to signature of Landlord:

(Print or type name)

(Print or type name)

By: _____
Name: _____
Title: _____

Date Signed: _____, 2012

Witness to signature of Tenant:

(Print or type name)

(Print or type name)

(Signatures continue on next page)

Witness to signature of Subtenant:

(Print or type name)

(Print or type name)

SUBTENANT:

(TO COME)

a _____

By: _____

Name: _____

Title: _____

Date Signed: _____, 2012

EXHIBIT A
SUBLEASE

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

Issue Considered: Authorization to approve special event application and street closure for the 6th Annual VW Beach Bash scheduled for August 30, 2014. Closures would be 15th and 16th Avenues from 7am – 4pm.

Date: July 22, 2014

Prepared By: Jennifer McMahon, Recreation Director

Summary of Issue: The 6th Annual VW Beach Bash is a Volkswagen car show that is held in Pass-a-Grille each year. This year we are requesting to close 15th and 16th avenue and use the park between these 2 streets. She is also requesting city co-sponsorship in the amount of \$3,415.00. The event brings around 100 show cars, 10-15 art and craft vendors, and 3-4 food truck vendors.

Requested Motion: “I move to authorize the approval of The 6th Annual VW Beach Bash event application and street closures for August 30, 2014 but do not advise for city co-sponsorship due to lack of appropriated funds.”

Funding: This is not a budgeted item

Attachments: Event information and application

**Reviewed by
City Manager** EE



City of St. Pete Beach Recreation
Department

Event Application

Applicant

Name of Applicant: Amanda Trail Title (if applicable): _____

Name of Organization (if applicable): VW Beach Bash

Tax Exempt? Yes ☒ No Non-Profit? Yes ☒ No If yes on either, please provide documentation

Mailing Address: 6540 Gulfport Blvd So., South Pasadena, FL 33707

Cell Phone: 717-658-6632 Email: amandatrail@gmail.com

Event Information

Event Title: 6th annual Pass-a-grille VW Beach Bash Event/Organization Web Address: facebook.com/passagrillevwbeachbash

Event Location(s): 15th & 16th ave and Hurley Park in Pass-a-grille

Event Date(s) & Time(s)

Date	Day of the Week	(7 ³⁰ set up) Start Time	(End Time
<u>8/30/14</u>	<u>Saturday</u>	<u>9a open</u>	<u>5p</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Set Up Date(s): 8/30/14 Time(s) 7:30 to 9

Clean up Date(s): 8/30/14 Time(s) 5 to 7

Description of Event: VW carshow with craft & vw vendors, along with food trucks and paddleboard demos. Event is fun for all ages and very family friendly.

Will this be an Annual Event? ☒ Yes ☐ No If yes, next year's date(s): 9/6/15 or 9/5/15

Event Logistics

Estimated Attendance 400 - 2000 400 - 1000
(includes event crew, participants, and spectators) This Year Last Year (if Applicable)

List all event activities: Carshow, local craft vendors, vw related vendors, food trucks, paddleboard demos,

List all food and beverage vendors (Event Promoter is responsible for obtaining copies of all licenses and insurance forms from each vendor)

5-10 Food trucks and ~~pot~~ possibly Great Bay (Beer)

Will alcohol be served or sold? ☐ Served ☒ Sold ☐ No Alcohol

List all other vendors (may need to provide copy of certificate of insurance) _____

Event Equipment (include dimensions, seating, staging, tents, platforms, booths, scaffolding, truck, etc. on site map) _____

1 10x20 tent and beer truck (pending license)

All the above require a temporary structure permit. Cost for each is \$25.

Entertainment (Detail type, bands, DJs, dancers, clowns, etc) N/A

List times of music and/or amplified sound (list PA systems, microphone, speakers, amps) N/A

Electricity Needed ☐ Yes ☒ No Source: _____

Will portable restrooms be used? ☐ Yes ☒ NO If yes (include on site plan): One ADA compliant toilet for every 10 per location

Will Dumpsters be used? ☐ Yes ☒ No If yes (include on site plan)
How Many? 1 Size: _____ Installation Date: _____ Removal Date: _____

Please list any admission charges, donations, parking, registration or other fees and how much? _____

Does Event require any Road or Sidewalk Closures? ☒ Yes ☐ No

If yes, you must include all the details in the site plan including streets and times

Road	Start Intersection	End Intersection	Date	Times
<u>15th Ave</u>	<u>Gulf way</u>	<u>pass-a-grille way</u>	<u>8/29/14 - 8/30/14</u>	<u>5:00pm - 5pm</u>
<u>16th Ave</u>	<u>Gulf way</u>	<u>pass-a-grille way</u>	<u>8/29/14 - 8/30/14</u>	<u>5:00pm - 5pm</u>
<u>Gulf way</u>	<u>Hurley park side of</u>		<u>8/29/14 - 8/30/14</u>	<u>5:00pm - 5pm</u>
	<u>street between 15th/16th</u>			

As the Applicant, I hereby accept and understand the responsibility to oversee all contractors, vendors, or parties affiliated with the event and to insure compliance with the special event guide, the event rules guidelines, requirements for tents and all policies, rules, regulations, and code provisions of the City of St. Pete Beach. I understand that any violations may result in immediate cancellation and revocation of the Event permits. I further certify that all the facts contained in this request are accurate.

For events on Public property, I agree to obtain and furnish the City of St. Pete Beach with a certificate of general liability insurance in the amount of at least one million dollars (\$1,000,000) or greater as deemed satisfactory by the city. The insurance must name the City of St. Pete Beach as an additional insured.

I understand incomplete application or any outstanding financial obligations with any department with in the City of St. Pete Beach may result in a denial of my request.

Amanda Trail
Print Name

Amanda Trail
Signature

Corporation Name (if applicable)

8/7/14
Date



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

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

Co-Sponsorship: An agreement entered into by the City of St. Pete Beach with an entity to provide money, services, or supplies to help promote and implement a program or event. Your request will be placed on the City Commission agenda for consideration of co-sponsorship. The sponsoring entity shall be notified of the decision of the City Commission by the City Clerk. Once approved for co-sponsorship for moneys, supplies or services, you will be required to submit a financial statement, (a final statement of expenditures and revenues), for the event to the City Manager within thirty (30) days of the conclusion of the program or event.

Name of Applicant: Amanda Trull

Description of Event:

6th Annual VW Beach Bash -

Are you requesting: Please see attached sheet for requests

1. Money? Yes X No Amount requested 5,000.00
2. In-kind services? Yes X No
3. City supplies? Yes X No
4. Describe in detail services/supplies requested: Is this event sponsored by a charitable or non-profit organization?
TBA - we are talking with Tampa Bay Watch and a Pet Rescue

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

TBA

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

Is this fund-raiser for the non-profit organization? If yes, proof of a permit from the Department of Consumer Protection is required. NO - but if we acquire beers all beer sales will be split between the two non profits equally.

What percent of the gross proceeds will go to the non-profit organization? 100% of beer sales

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

none yet

Do you presently have any outstanding balances due to the City of St. Pete Beach? If yes, describe NO

Will this be an annual event? Yes X No

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

If yes, when?

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

If yes, how will it be advertised? facebook, visitpassagrille.com, banners, and possibly other avenues (billboard, tv, radio - TBD)

SPONSORSHIP REQUESTS and OTHER IMPORTANT INFORMATION

City of St. Pete Beach pays for the following expenses:

1. Event Permit (\$20)
2. Event Insurance (Amount TBD) ^{\$500}
3. Off Duty Sheriffs (Amount TBD) ^{\$720}
4. Liquor Liability Insurance (Previously quoted from 2013 in the amount of \$1000)
5. Tent Rental (TBD) ^{\$1,000}
6. Temporary Structure Permit Fees ^{\$5}
7. City Costs (TBD)
8. Cost of Banners for show advertisement (\$150)

Ⓟ Total \$ 3,415.00

City of St. Pete Beach provides the following supplies:

1. Barricades and cones to block the streets
2. Trash Receptacles for the event (6)
3. Large Trash Dumpster removed from current location at park (new location TBD)

Other Requests:

1. Parking meters not be ticketed during event hours of 9am-5pm
- 2.

Non-Profits for the event:

1. Tampa Bay Watch (will pull beer insurance and license if we can obtain the \$1000 needed for insurance)
2. Pawlicious Poochie Pet Rescue (contingent on VW Beach Bash be able to sell beer)

Signage:

1. 6 ft w x 3 ft h banner in front of old police station with VW Beach Bash show information (size TBD based off of current signage in that location)
2. 6 ft w x 3 ft h banner at the corner of the Bayway and Gulf Blvd. with VW Beach Bash show information (size TBD based off of current signage in that location)
3. 6 ft w x 3 ft h banner in Pass-a-grille in the area of 15th avenue with VW Beach Bash show information

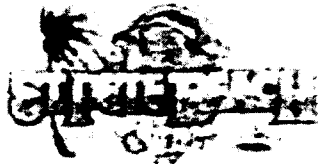
Contact Information:
Amanda Trail
717-658-6632
amandatrail@gmail.com

Event Information:

<https://www.facebook.com/events/648636525232578/permalink/650501828379381/>

<https://www.facebook.com/PassAGrilleVwBeachBash>





TEMPORARY STRUCTURE PERMIT APPLICATION

COMPLETE AND RETURN TO:

St. Pete Beach Fire Department
7301 Gulf Blvd.
St. Pete Beach, FL 33706
(727) 363-0206 FAX: (727) 368-6744

Name of Event: 6th Annual VW Beach Bash
 Date of Event: 9/30/14 Start: 6 AM/PM to 6 AM/PM
 Event Location: 11th Ave (tent) Event: 15th Gulfway
 Event Coordinator/Applicant: Amanda Trail Phone: 727-584-0032
 Organization: _____
 Summary of Event Activities: Cars show with craft vendors and food trucks
 Estimated Attendance: 800
 Type of Temporary Structure to be used (check one): Tent ☒ Stage _____ Blowers _____ Other _____
 What will the structure be used for? Sponsors and event station
 Will cooking be conducted in the structure? Yes _____ No ☒ If yes, a separate cooking permit is required.
 Who is supplying the structure? Rent all City
 What is the structure constructed of? tent material If the structure is a tent, attach current Floor Spread Certificate
 Does the tent have open sides? Yes ☒ No _____ Standard 10x20 event tent

GUIDELINES FOR TEMPORARY STRUCTURES

- 1. Tents and air supported structures shall comply with requirements of FPC 91.09
- 2. All structures shall be accessible by fire equipment. Structurally stable, and flame resistant
- 3. There must be separate exits for cooking and dining. Over 100 people, portable emergency lighting
- 4. Fire Extinguishers (approved minimum 2A-10BC in each tent, 20BC for air events)
- 5. Heat producing appliances shall not sit on combustible surface (table, saw horse, etc.)
- 6. Cooking vessels shall be minimum of 3 feet between vendors
- 7. Electrical connections shall be only approved main disconnect panel comply with circuit breakers and a listed number of receptacles (both 220 and 120 volt available from the City Public Works Dept)
- 8. Extension cords (temporary wiring) shall comply with NEC Article 308
- 9. Each extension cord shall be plugged directly into an approved receptacle and shall, except for approved umbilical extension cords, serve only one appliance or fixture.
- 10. Extension cords shall be in good condition without splits, deterioration, or damage.
- 11. Extension cords shall be of grounded type when servicing grounded appliances or fixtures.
- 12. Ground fault protection shall be provided to supply temporary power to equipment being used by personnel.
- 13. Plans and necessary applications shall be submitted to the building department for electrical or gas installations. Permits shall be issued only to licensed contractors and limited to one of each per event.
- 14. One EMT unit and one Fire Inspector may be required on site when 1,000 or more are expected to attend. Costs for these services will be billed to the sponsoring organization or promoter.

APPROVALS:

Building Department: _____ Date: _____

Zoning Department: _____ Date: _____

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

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

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

Amanda Trail 6540 Gulfblvd SE, Panama 727-584-0032
 (Applicant) (Address) (Phone)

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

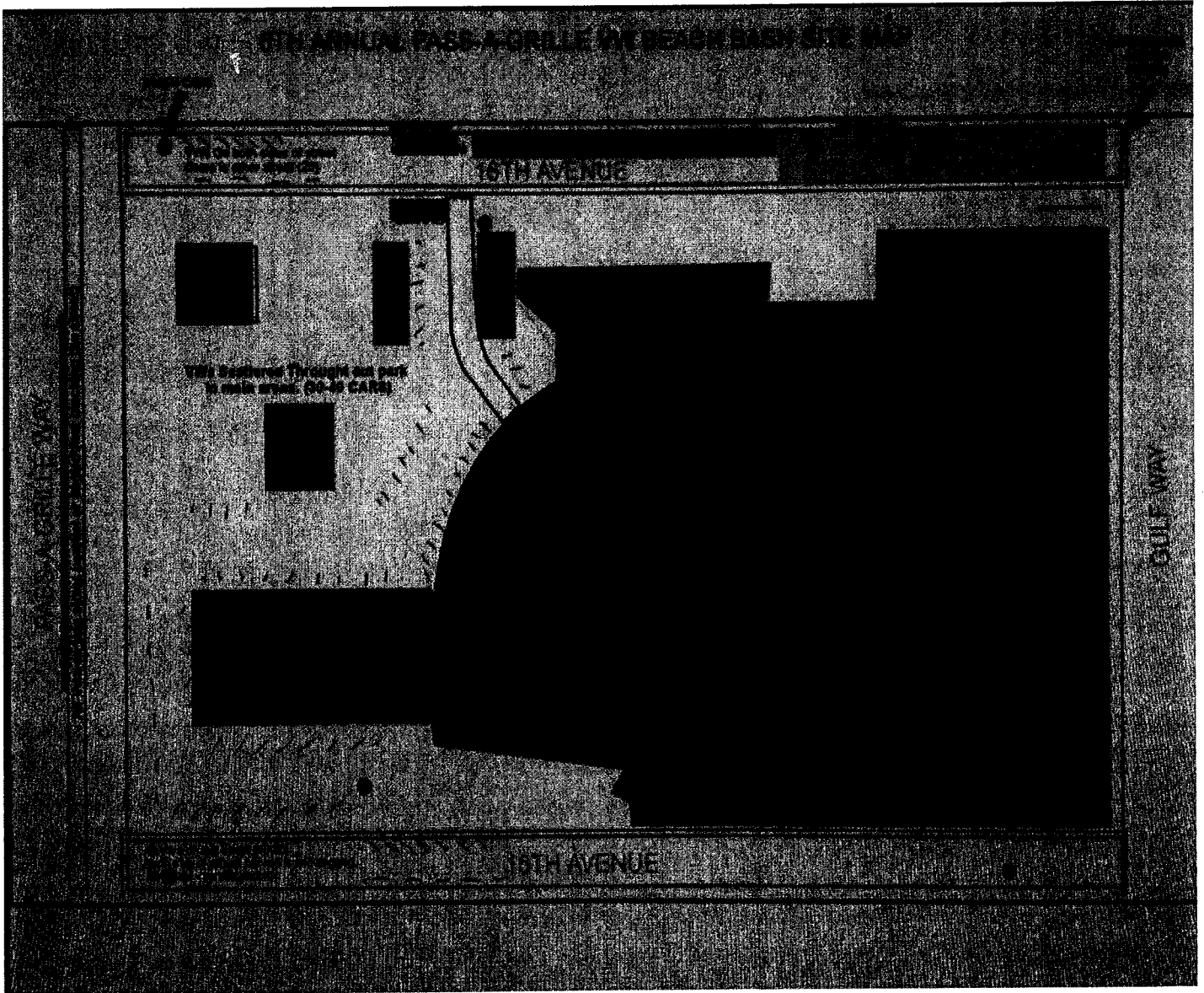
Date

St. Pete Beach Fire Department

02/22/14

Tent set up 8/29/14 6pm

breakdown 8/30/14 6pm



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

Issue Considered: Authorization to approve special event application and street closure for the 2nd Annual Hot Summer Night Run scheduled for Thursday, October 2, 2014. Closures would be Gulf Blvd and Pass-a-Grille Way from 16th Ave to 1st Ave.

Date: July 22, 2014

Prepared By: Jennifer McMahon, Recreation Director

Summary of Issue: The Hot Summer Night Run is a 5K and 10K run that would be held in Pass-a-Grille. The request is asking to close Gulf Blvd and Pass-a-Grille Way from 16th Ave to 1st Ave from 7-9pm. The event expects 800-1,000 runners. The applicant is requesting permit fees waived, traffic control cones, standby ambulance and barricades for the event at the city's expense.

Requested Motion: "I move to authorize the approval of The Hot Summer Night Run event application and street closures for October 2, 2014."

Funding: This is not a budgeted item.

Attachments: Event information and application

**Reviewed by
City Manager** EE



July 10, 2014

Ms. Jennifer McMahon
City of St. Pete Beach Recreation Department
7701 Boca Ciega Drive
St. Pete Beach, FL 33706

Dear Ms. McMahon,

As we discussed yesterday, I am submitting my special event application to stage The 2nd Annual Hot Run. Distances will be 5K and 10K and scheduled for Thursday evening, October 2nd at 7:15 pm, starting and finishing on Gulf Way, adjacent to the Hurricane Restaurant.

This event will be sponsored and promoted by Radio Station Hot 101.5 (Cox Media Group), and hosted by the Hurricane Restaurant. Additional sponsors will be approached as well. I will be serving as race director.

We anticipate 800 - 1,100 athletes will participate. Our intent is to continue this race as an annual event.

If approved, the 1.55 mile course will start at the Hurricane, head south on Gulf Way to 1st Avenue, east to Pass-A-Grille Way, north to 16th Avenue, west to Gulf Way and back to the Hurricane Restaurant. I have attached a map for your convenience.

The 5K Race will consist of two loops on the course. The 10K Race will consist of four loops on the same course. The 5K will start at sunset at 7:15 pm, and the 10K, four minutes later at 7:19 pm. This should provide a spectacular setting.

We are proposing to erect our start/finish line scaffolding on the Gulf Way southbound lane, which will consist of two 5'x7' sections, each two levels high. Signage on the scaffolding will consist of sponsor banners, to be determined. In addition, we will place a hydration station at Pass-A-Grille Park, between 9th and 10th Street, staffed by volunteers to distribute water to the athletes each lap.

We propose to create two "music zones" with pre-recorded music to help motivate and entertain the athletes. These will be on Gulf Way at Hurley Park and the east side of Pass-A-Grille Park between 9th and 10th Avenue. We will place mile markers for each race at the appropriate spots along the courses. We also propose to create an area for our post-race party (including beer) on Gulf Way from the 8th Avenue to 9th Avenue. Site plan is also attached.

Our dual goals are to create a safe, attractive course for our athletes, as well as keeping the inconvenience to local residents and visitors to a minimum. We are seeking road restrictions and traffic control as follows:

Gulf Way:	closed to vehicular traffic from 9th Avenue to 8th Avenue from 5:00 pm - 10:00 pm
	closed to vehicular traffic from 16th Avenue to 1st Avenue, 7:00 pm - 9:00 pm
1st Avenue:	closed to vehicular traffic, 7:00 pm - 9:00 pm
Pass-A-Grille Way:	southbound lane closed to vehicular traffic from 16th Ave to 1st Ave. 7:00 pm - 9:00 pm
16th Avenue:	closed to vehicular traffic, 7:00 pm - 9:00 pm

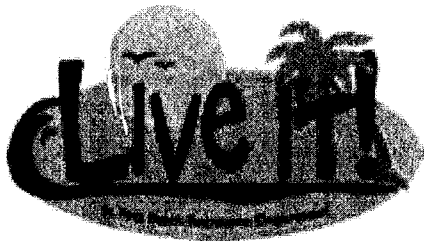
We are seeking city co-sponsorship as follows: waiving permit fees, traffic control to include off-duty deputies and cones, standby ambulance positioned on the course, and barricades to define a beer-consumption zone on Gulf Way.

The Hurricane Seafood Restaurant will be serving as host location once again and will provide our athletes with food and beverage. They will also allow us to use their electricity (with extension cords) and dumpsters for trash.

Thank you for considering our request - we look forward to staging a great event to promote a healthy, active lifestyle.

Sincerely,

Chris Lauber
Race Director



**City of St. Pete Beach Recreation
Department
Event Application**

Applicant

Name of Applicant: Chris Lauber **Title(if applicable):** Race Director

Name of Organization (if applicable): WaterCross International Inc. dba Florida Road Races

Tax Exempt? Yes XX **No** **Non-Profit?** Yes XX **NO** *If yes on either, please provide documentation*

Mailing Address: 6161 7th Avenue N., St. Petersburg, FL 33710

Cell Phone: 727 468-9196 **Email:** FLRoadRaces@aol.com

Event Information

Event Title: 2nd Annual Hot Run: 5K & 10K Race **Event/Organization Web Address:** FloridaRoadRaces.com
TheHotRun.com

Event Location(s): Start/Finish on Gulf Way next to Hurricane; 1st Avenue, Pass-A-Grille Way, 16th Avenue

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
<u>October 2, 2014</u>	<u>Thursday</u>	<u>7:15 pm - 9:00 pm;</u>	<u>After-party until 10:00 pm</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

Set Up Date(s): October 2, 2014 **Time(s)** 1:00 pm **to** 7:00 pm

Cleanup Date(s): October 2, 2014 **Time(s)** 9:00 pm **to** 11:00 pm

Description of Event: Road Race for runners and walkers consisting of a 5K race and 10K race, run simultaneously. Route is 1.55 miles. Two laps = 5K; Four laps = 10K. Afterwards, post-race celebration consisting of food and beverage provided by the Hurricane Seafood Restaurant, music and entertainment provided by radio station HOT 101.5, and awards presentation.

Will this be an Annual Event? XX **Yes** **No** **If yes, next year's date(s):** October 1, 2015 (tentative)

Event Logistics

Estimated Attendance 800 - 1,200 1,000
(includes event crew, participants, and spectators) **This Year** **Last Year (if Applicable)**

List all event activities: In addition to race and post-race celebration detailed above, water station and music zone at east-side, Pass-A-Grille Park; music zone at west-side, Hurley Park; Cones for Traffic Control, Mile Markers on course.

List all food and beverage vendors *(Event Promoter is responsible for obtaining copies of all licenses and insurance forms from each vendor)*
Hurricane Seafood Restaurant

Served XX Sold No Alcohol

List all other vendors (may need to provide copy of certificate of insurance) Additional sponsors to be determined

Event Equipment *(include dimensions, seating, staging, tents, platforms, booths, scaffolding, truck, etc on site map)* Scaffolding to define start and finish lines; Risers to create "stage" for announcers; PA equipment for race announcements; 10' x 10' pop-up tents.

Barricades to define post-race party zone. Portable light towers.

All the above require a temporary structure permit. Cost for each is \$25.

Entertainment (Detail type, bands, DJs, dancers, clowns, etc) Pre-recorded music / announcements from disc jockeys and announcers.

List times of music and/or amplified sound (list PA systems, microphone, speakers, amps)_____

Start / Finish Line / Post-race area: 6:30 - 10:00 pm

On-course music: 7:00 - 8:45 pm

Electricity Needed XX Yes No **Source:** Hurricane Restaurant and portable generators

Will portable restrooms be used? XX Yes No If yes (include on site plan): One ADA compliant toilet for every 10 per location

Will Dumpsters be used? Yes ☒ No ☐ If yes (include on site plan)

How Many? **Size:** **Installation Date:** **Removal Date:**

Please list any admission charges, donations, parking, registration or other fees and how much? _____

Entry Fees range from \$30 - \$45, depending on registration date.

Does Event require any Road or Sidewalk Closures? XX Yes No

If yes, you must include all the details in the site plan including streets and times

Road	Start Intersection	End Intersection	Date	Times
------	--------------------	------------------	------	-------

All roads south of 17th Avenue from 6:45 pm - 8:45 pm

As the Applicant, I hereby accept and understand the responsibility to oversee all contractors, vendors, or parties affiliated with the event and to insure compliance with the special event guide, the event rules guidelines, requirements for tents and all policies, rules regulations, and code provisions of the City of St. Pete Beach. I understand that any violations may result in immediate cancellation and revocation of the Event permits. I further certify that all the facts contained in this request are accurate.

For events on Public property, I agree to obtain and furnish the City of St. Pete Beach with a certificate of general liability insurance in the amount of at least one million dollars (\$1,000,000) or greater as deemed satisfactory by the city. The insurance must name the City of St. Pete Beach as an additional insured.

I understand incomplete application or any outstanding financial obligations with any department with in the City of St. Pete Beach may result in a denial of my request.

Chris Lauber, Race Director

Print Name _____

WaterCross International, Inc.

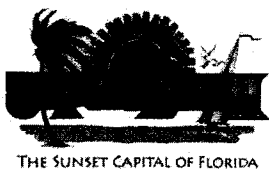
Corporation Name (if applicable)

Chris Lauber

Signature

July 10, 2014

Date 91



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

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

Co-Sponsorship: An agreement entered into by the City of St. Pete Beach with an entity to provide money, services, or supplies to help promote and implement a program or event. Your request will be placed on the City Commission agenda for consideration of co-sponsorship. The sponsoring entity shall be notified of the decision of the City Commission by the City Clerk. Once approved for co-sponsorship for moneys, supplies or services, you will be required to submit a financial statement, (a final statement of expenditures and revenues), for the event to the City Manager within thirty (30) days of the conclusion of the program or event.

Name of Applicant: Chris Lauber, Race Director

Description of Event:

2nd Annual HOT Run: 5K & 10K Races starting / finishing at the Hurricane, with appropriate road restrictions, along with post-race party hosted by the Hurricane.

Are you requesting:

1. Money? Yes _____ No XX Amount requested _____
2. In-kind services? Yes XX No _____
3. City supplies? Yes XX No _____
4. Describe in detail services/supplies requested: Is this event sponsored by a charitable or non-profit organization?
We are requesting permit fees to be waived, traffic control devices (cones), standby ambulance, barricades. This event is NOT sponsored by a non-profit entity, though a portion of the net proceeds after all expenses (TBA), will be donated to local non-profits.

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

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

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

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

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

Radio station HOT 101.5 is the primary sponsor and will be seeking co-sponsors. Entrants will pay an entry fee.

Do you presently have any outstanding balances due to the City of St. Pete Beach? If yes, describe No

Will this be an annual event? Yes XX No _____

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

If yes, when? _____

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

If yes, how will it be advertised? Primarily by radio station HOT 101.5, but also Facebook and email marketing.



TEMPORARY STRUCTURE PERMIT APPLICATION

COMPLETE AND RETURN TO:

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

Name of Event: 2nd Annual Hot Run: 5K & 10K Race
Date of Event: Thursday, October 2, 2014 Hours: 7:15 pm (AM/PM) to 9:00 pm (AM/PM)
Event Location: Start/Finish on Gulf Way next to Hurricane; 1st Avenue, Pass-A-Grille Way, 16th Avenue
(Authorization is required from the property owner)
Event Coordinator/Applicant: Chris Lauber, Race Director Phone: 727 468-9196
Organization: WaterCross International Inc. dba Florida Road Races
Summary of Event Activities: 5K & 10K Races, along with post-race party
Estimated Attendance: 800 - 1,000 athletes

Type of Temporary Structure to be used (check one): Tent Stage XX Bleachers Other XX (description) portable riser & scaffolding
What will the structure be used for? "Stage" for PA announcers. Scaffolding to define start & finish line
Will cooking be conducted in the structure? Yes: No: XX (If yes, a separate outdoor cooking permit is required.)
Who is supplying the structure? Scaffolding by my company; riser rented by Cox Radio from rental company.
What is the structure constructed of? Metal (If the structure is a tent, attach current Flame Spread Certificate)
Does the tent have open sides? Yes: No: NA

GUIDELINES FOR TEMPORARY STRUCTURES

1. Tents and air supported structures shall comply with requirements of FPC CH.39
2. All structures must be accessible by Fire equipment, Structurally stable, and flame resistant
3. There must be separate tents for cooking and dining. Over 100 people, provide emergency lighting
4. Fire Extinguishers (approved) minimum 2A-10BC in each tent. 30BC for fat fryers
5. Heat producing appliances shall not sit on combustible surface (tables, saw horses, etc.)
6. Cooking vendor separation - minimum of 8 feet between vendors
7. Electrical connections shall be only approved main disconnect panels complete with circuit breakers and a limited number of receptacles (both 220 and 120 volt) available from the City Public Works Dept.
8. Extension cords (temporary wiring) shall comply with NEC Article 305
9. Each extension cord shall be plugged directly into an approved receptacle and shall, except for approved multiplying extension cords, serve only one appliance or fixture.
10. Extension cords shall be in good condition without splices, deterioration, or damage.
11. Extension cords shall be of grounded type when servicing grounded appliances or fixtures.
12. Ground fault protection shall be provided to supply temporary power to equipment being used by personnel.
13. Plans and necessary applications shall be submitted to the building department for electrical or gas installations. Permits shall be issued only to licensed contractors and limited to one of each per event.
14. One EMS unit and one Fire Inspector may be required on site when 1,000 or more are expected to attend. Costs for these services will be billed to the sponsoring organization or promoter.

APPROVALS:

Building Department: _____ Date: _____

Zoning Department: _____ Date: _____

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

DO YOU HAVE PROOF OF LIABILITY INSURANCE FOR THIS EVENT? Yes No X* If this event is to be held on Public Property, the City may require that a liability bond be posted to insure that no damage is done; the amount of which is to be determined by the City's Risk Management Officer according to the intensity of the event. *Liability Insurance will be supplied prior to race day. Sample from last year attached for city review.

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

Chris Lauber
(Applicant)

6161 7th Ave N., St. Petersburg, FL 33710 727 468-9196
(Address) (Phone)

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

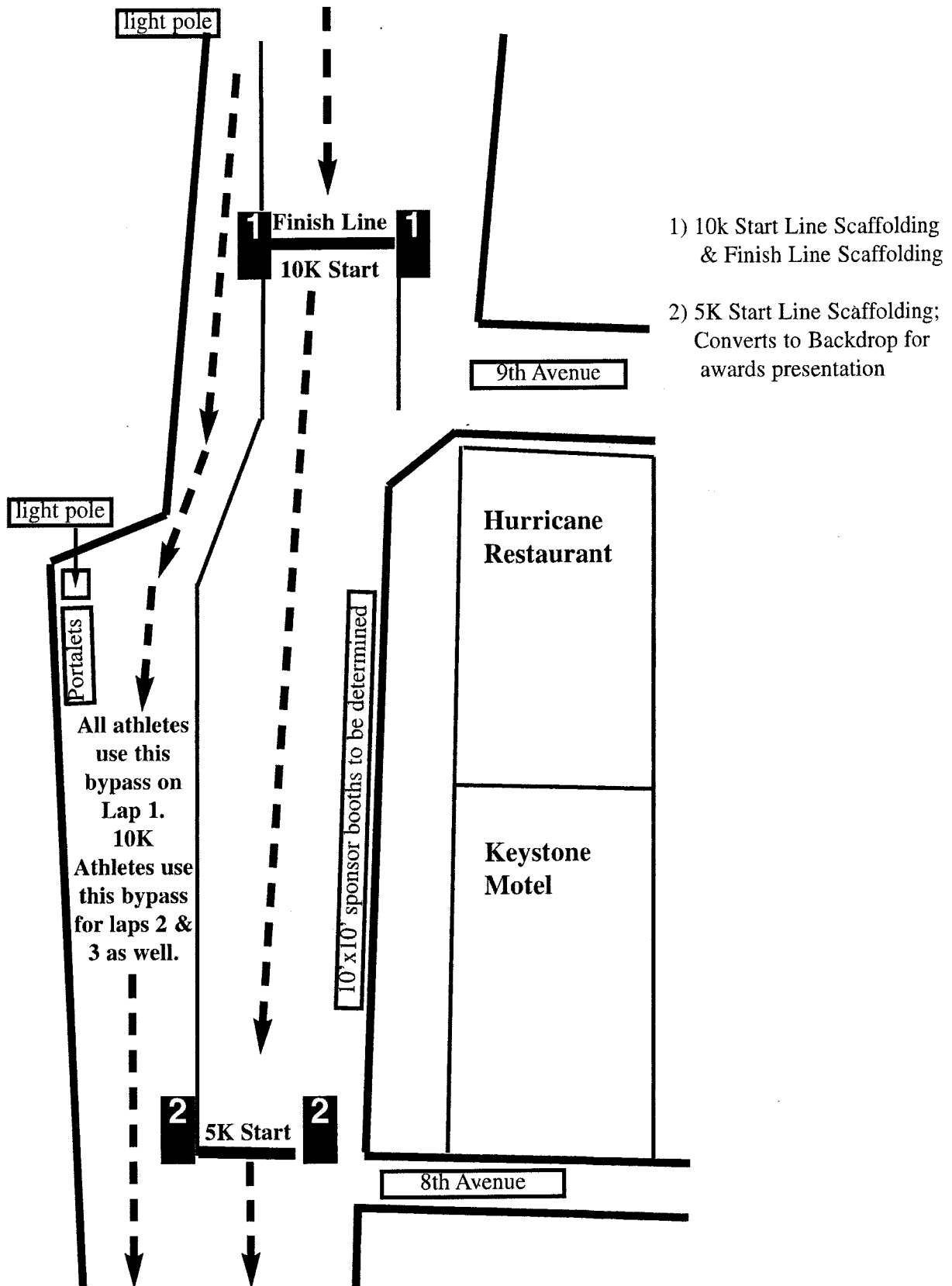
(Date)

The HOT Run 5K & 10K

7:15 pm, Thursday, October 2, 2014

Gulf Way, Pass-A-Grille section of St. Pete Beach

Site Plan



CERTIFICATE OF INSURANCE		DATE: 9/10/2013	
		CERTIFICATE NUMBER: 20130910197631	
AGENCY:			
ESIX Entertainment & Sports Insurance eXperts 5660 New Northside Drive, Suite 640 Atlanta, GA 30328 Phone: (678) 324-3300 Fax: (678) 324-3303		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
NAMED INSURED:		INSURERS AFFORDING COVERAGE:	
USA Track & Field, Inc. 132 East Washington Street, Suite 800 Indianapolis IN 46204		WaterCross International, Inc. INSURER A: Philadelphia Indemnity Ins. Co.	
EVENT INFORMATION:			
The Hot Run 5K & 10K (9/19/2013 - 9/20/2013)			
POLICY/COVERAGE INFORMATION:			
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.			
INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE: EXPIRES: LIMITS:
A	GENERAL LIABILITY		
	☒ COMMERCIAL GENERAL LIABILITY	PHPK935580	11/1/2012 12:01 AM 11/1/2013 12:01 AM
	☒ Occurrence		
			GENERAL AGGREGATE (Applies Per Event) \$3,000,000 EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Each Occ.) \$1,000,000 MEDICAL EXPENSE (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 PRODUCTS-COMP/OP AGG \$3,000,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:			
Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies. The certificate holder is additional insured but only for the liability arising out of the negligence of the named insured, per the following endorsement: Additional Insured - Certificate Holders (Form PI-AM-002).			
CERTIFICATE HOLDER:		NOTICE OF CANCELLATION:	
City of St. Pete Beach, Florida 155 Corey Avenue St. Pete Beach FL 33706		Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.	
		AUTHORIZED REPRESENTATIVE:	
			

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

Issue Considered: Authorize the Interim City Manager to accept a proposal from Land & Water Engineering Science (LWES) in the amount of \$43,741 to finalize the design engineering for the Egan Park Improvement Project.

Date: July 22, 2014

Prepared By: Ian Wade, Project Manager

Through: Steven J. Hallock, Public Services Director

Summary of Issue: Preliminary design (Phase I) engineering for the Egan Park Improvement Project was completed and presented to the City Commission on May 27, 2014. The final design engineering will incorporate the direction provided by the City Commission, including postponing construction of the boat ramp at the southeast corner of the site.

With the assistance of the Trust for Public Land (TPL) the City purchased a 0.68-acre parcel (9001 Blind Pass Road) located adjacent to the City's Egan Park in 2009. The purchase price for this property was partially offset by a \$200,000 Land and Water Conservation Fund (LWCF) grant recommended by the Florida Department of Environmental Protection (FDEP) and approved by the National Park Service (NPS). One of the stipulations of accepting this grant money was that the City will make park improvements to the property.

Additional grant money in the amount of \$211,000 is expected from the Southwest Florida Water Management District (SWFWMD) upon completion of the proposed improvements to the park's stormwater discharge, including a decreased pollutant load from runoff at the baseball fields on site.

The City budgeted \$75,000 in the FY 2014 Capital Improvement Plan (CIP) to complete the design engineering for the project. Considering the previously awarded preliminary design (Phase I) budget of \$28,091, the total fees for design of this project are anticipated to be slightly under budget. Actual construction is currently planned for FY 2015 in the City's CIP.

Funding: CIP

Requested Motion: "I move to authorize the Interim City Manager to accept a proposal from Land & Water Engineering Science (LWES) in the amount of \$43,741 to finalize the design engineering for the Egan Park Improvement Project."

Attachments: LWES Design Proposal
Egan Park Preliminary Concept

**Reviewed by
City Manager:**

EE

June 27, 2014

Mr. Ian Wade, PE
Project Manager
City of St Pete Beach
155 Corey Avenue
St Pete Beach, FL 33706

RE: Scope of Services for Egan Park Improvements- Phase II

Dear Mr. Wade:

Pursuant to your request during our meeting on 6/24/2014; we are pleased to submit herein, the scope of services to prepare the final construction documents and permit applications for the Egan Park Improvements. This document is a task order description to the Design Services Agreement (January 2013) between Land & Water Engineering Science, Inc., hereinafter referred to as ENGINEER, and the City of St. Pete Beach, hereinafter referred to as CITY, and is made a part of the Agreement thereof.

I. PROJECT DESCRIPTION

The City of St Pete Beach is planning the expansion of Egan Park located at 9001 Blind Pass Road, as part of a grant received for land acquisition. The CITY will expand the park southerly to include a new parking area, storage for kayaks and stormwater management facilities. The project will also include landscaping and additional treatment as determined in the SWFWMD cooperative agreement. The existing ramp will remain and serve the park facilities. ENGINEER will provide Phase II services to include final design and permitting support services. An update to the conceptual plan will be conducted with the 30% design documents to be submitted to the City for approval.

PHASE - I I

Task I – Final Design and Specifications

The ENGINEER shall prepare the final design documents, to include final construction plans, quantity estimates, cost estimates, technical specifications, and permit applications adequate to meet the review requirements of local, state and federal environmental regulatory agencies.

The following plan information shall be developed and included in the final design documents. All construction plans and specifications shall be prepared per City standards.

- Cover Sheet
- Legend and Abbreviations
- General Construction Notes

- Site Plan
- Grading and Drainage Plan
- Cross Sections
- Grading and Drainage Details
- Paving Details
- Structural Details
- Erosion & Sediment Control Plan
- Landscape Plan
- Landscape Details

Estimated Total Number of Sheets: +/- 16 Sheets

1.1 30% Preliminary Construction Plans

Requirements for the 30% submittal shall include the following:

1. Cover Sheet
2. Demolition Plans indicating existing conditions, topography, and identification of trees to be removed
3. Site Plan
4. Grading and Drainage Plan
5. Additional Treatment Capacity and Calculations
6. Engineer's preliminary opinion of probable construction cost, based on the 30% submittal

ENGINEER will submit copies of the plans, at the 30% design stage, to applicable private utility companies (Power).

ENGINEER will attend a progress meeting with City Staff to discuss any comments related to the plans.

Deliverables:

- PDF Copies of 30% Preliminary Construction Plans prepared for 24"x36" printing
- Engineer's preliminary opinion of construction cost estimate

1.2 60% Preliminary Construction Documents

In addition to the items in the 30% submittal, requirements for the 60% submittal shall include the following:

1. General Construction Notes related to best management practices, utilities, and other conditions relevant to the project
2. Typical pavement sections, cross-sections and structural details related to dock and ramp construction.
3. Grading, Paving, and Drainage Detail sheets, including standard and nonstandard stormwater management structures, retaining walls, and related notes
4. Landscaping Plan & Details

5. ENGINEER's preliminary opinion of probable construction cost based on the 60% design submittal

ENGINEER will review CITY's standard technical specifications and modify or supplement as necessary for the project.

ENGINEER will attend a progress meeting with City Staff to discuss any comments related to the plans.

Deliverables:

- PDF Copies of 60% Construction Plans prepared for 24"x36" printing
- Engineer's preliminary opinion of construction cost estimate
- Preliminary Technical Specifications
- Preliminary opinion of construction cost
- Copy of the Stormwater Management Plan Report
- Copy of FDEP ERP application

1.3 90% Preliminary Construction Documents

The 90% construction plans shall include the design items required for the construction of the project, including the special provisions and technical specifications. In addition to the items in the 60% submittal, requirements for the 90% submittal shall include the following:

1. Structural plans, details, and calculations
2. ENGINEER's preliminary opinion of probable construction cost based on the 90% design submittal
3. Technical Specifications and Special Provisions
4. Preliminary Construction Bid Schedule

Deliverables:

- PDF Copies of 90% Construction Plans prepared for 24"x36" printing
- Preliminary Technical Specifications, Special Provisions, line item descriptions
- Opinion of construction cost

1.4 Final Construction Documents

The 100% submittal shall address the CITY's final review comments on the 90% submittal. Work prepared and/or submitted shall be reviewed and checked by a civil engineer registered in the State of Florida as the ENGINEER of Record. The ENGINEER of Record shall sign, seal and date the design calculations, technical specifications and contract drawings as required by Florida law.

Deliverables:

- Three (3) sets of signed and sealed final construction plans,

- One (1) final copy of the final opinion of construction cost, item descriptions, technical specifications, technical special provisions, and contractor's proposal form,
- Final drawings on CD-ROM (PDF format and/or AutoCAD version 2010 or later).

Task II - Permitting Services

2.1 Permit Pre-Application Meetings

The ENGINEER and project scientist will attend application coordination meetings with FDEP and USACE agencies that have jurisdiction over the project. In addition, a site visit with the agencies will be conducted for the assessment of environmental conditions and determination of the jurisdictional line.

2.2 ERP, USACE, & PCWNCA Permit Applications

The ENGINEER shall prepare and submit a completed Environmental Resource Permit (ERP) application to the Southwest Florida Water Management District (SWFWMD) upon completion of the 60% Design Phase. It is anticipated that this project will require a General ERP permit.

A stormwater management plan along with an environmental assessment report will be prepared to be submitted to the State to support the Environmental Resource Permitting process.

2.3 Requests for Additional Information

If necessary, the ENGINEER shall respond to requests by the State (SWFWMD) for additional information. A separate coordination meeting shall be scheduled with the jurisdictional agencies to discuss any comments, if required.

The ENGINEER shall notify the CITY prior to meeting with permitting agencies to allow the CITY to send a representative to attend the meeting.

CITY will pay the required permit review fees for this project.

Deliverables:

- Pre-Application Meeting Minutes
- Copies of All Permit Application Forms and Reports

II. GENERAL REQUIREMENTS & ASSUMPTIONS

- Design services do not include utilities design for new lines or distribution system, minor adjustments for water or sewer service lines may be conducted during design.
- Landscaping plan does not include irrigation design, sleeves for irrigation pipes will be provided.

- No FDOT permitting will be required; Egress/Ingress to the park will remain as is.
- The scope does not include any cultural resources study
- The ENGINEER shall incorporate CITY's comments in the 30 percent, 60 percent and 90 percent plans.
- The CITY shall provide to the ENGINEER the CITY standard specifications and details (if any).
- The ENGINEER shall use CITY standards and specifications and prepare additional technical specifications and proposal forms as required for proper construction of the project.

III. CONTINGENCY SERVICES

Supplemental services not included in this scope and that are determined to be necessary during progress under this work order will be detailed in writing, negotiated and authorized in writing by the CITY's Project Manager and may require task order modification.

IV. PROJECT SCHEDULE

Services described herein will commence upon receipt by the ENGINEER of the written Notice-to-Proceed. The services are anticipated to be completed and delivered to the CITY within the following milestone

- 30% Construction Plans and Permit Applications (30) days from NTP
- 60% Construction Plans and Permit Applications (60) days from NTP
- Permitting and Issuance of final construction documents (150) days from NTP

V. COMPENSATION

The Budget for this Task Order is \$43,741 to be exercised upon City approval. See Exhibit A for a breakdown of all budget items and man-hour estimates.

Thanks again for the opportunity to present this scope of services; we are looking forward to be part of this exciting project. If you have any questions please do not hesitate to contact me at (727) 202 8958.

Regards;
LWES



Dikran Kalaydjian, PE
Principal

xc: Mr. Steven J Hallock; City of St Pete Beach

EXHIBIT A - PROJECT BUDGET
CITY OF ST. PETE BEACH
ENGINEERING SUPPORT SERVICES EGAN PARK IMPROVEMENTS
PHASE II

Task No.	Task Description	Work Hours by Labor Classification					Total Labor Budget (\$)	Outside Professional Services (\$)	Total Budget (\$)		
		Proj. Manager \$160.00	Project Engineer \$103.00	CADD Tech \$85.00	Admin \$51.00	Total Hours					
PHASE II											
1.0	Development of Construction Plans & Specifications										
1.1		12	46	42	3	103		\$0	\$10,381	\$10,381	
1.2		12	46	52	3	113		\$1,200	\$11,231	\$12,431	
1.3		12	40	42	3	97		\$400	\$9,763	\$10,163	
1.4		2	12	16		30		\$0	\$2,916	\$2,916	
	Subtotal	38	144	152	9	343		\$1,600	\$34,291	\$35,891	
2.0	Permitting Services										
2.1		3	4		2	9		\$0	\$994	\$994	
2.2		4	32	4	4	44		\$0	\$4,480	\$4,480	
2.3		4	12			16		\$0	\$1,876	\$1,876	
	Subtotal	11	48	4	6	69		\$0	\$7,350	\$7,350	
	Total Labor Hours & Professional Services Budget:	49	192	156	15	412	\$	1,600	\$ 41,641	\$ 43,241	
	Other Direct Costs										\$ 500
	Phase II Budget										\$ 43,741



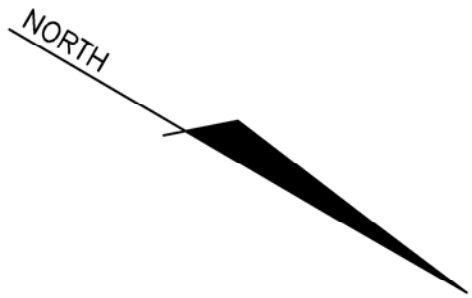
EGAN PARK IMPROVEMENTS

PROPOSED SITE LAYOUT

CERTIFICATE OF AUTHORIZATION No. 20061

SITE DATA	
FOLIO NO. 2531152535700001010	
EXISTING ZONING	COMMERCIAL LAND
LAND USE	MIXED USE
PROPOSED USE	PARKING & BOAT RAMP
AREA SITE	298534.04 SQ. FT., 6.85 AC

PARKING SPACE COUNT	
EXISTING CAR SPACES	32
EXISTING HANDICAP SPACES	2
EXISTING BOAT TRAILER SPACES	24
EXISTING SPACES	58
PROPOSED 20' x 9' STANDARD SPACES	16
PROPOSED 19' x 9' STANDARD SPACES	29
PROPOSED 19' x 12' HANDICAP SPACES	2
TOTAL PARKING FOR CARS	47
PROPOSED 40' x 10' BOAT TRAILER SPACES	8
PROPOSED 45' x 10' BOAT TRAILER SPACES	16
PROPOSED 45' x 12' HANDICAP BOAT TRAILER SPACES	1
TOTAL PARKING FOR BOAT TRAILER	25



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

Issue Considered: Resolution 2014-07, establishing the FY 2014/2015 tentative millage rate.

Date: July 22, 2014

Prepared By: Elaine Edmunds, Interim City Manager *EE*

Summary of Issue: The rate as proposed will be used in the TRIM (Truth in Millage) notices sent to each property owner in the city. This rate may not be increased, but can be decreased when the City Commission adopts the final millage rate. The City must also notify the property appraiser's office of the date and time of the first public hearing for adoption of the millage rate and budget which may not conflict with Pinellas County or the School Board's budget hearings. The proposed date is Wednesday, September 10, 2014.

Property values increased 6.70% over the previous year. The original budget submittal was prepared using the millage rate of 3.0000 which is 11.84% higher than the rolled-back rate of 2.6823. The proposed millage will generate \$675,000 more than the rolled-back rate. This amount is based on an estimated taxable value of \$2,201,718,427. The budget as submitted does not require the use of reserves.

Attached is a worksheet providing an outline of the various thresholds when considering the millage rate. The City Commission can set the millage at any rate they desire below the maximum threshold. Should the City Commission desire to discuss items that will add costs to the proposed budget a higher tentative rate should be established to provide the necessary funding.

Requested Motion: "I move to approve Resolution 2014-07 . . . (read title)."

Attachments: Resolution 2014-07
Summary of Millage Benchmarks

RESOLUTION NO. 2014-07

A RESOLUTION OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, ESTABLISHING THE TENTATIVE MILLAGE RATE FOR TRIM NOTICES

The Board of Commissioners of the City of St. Pete Beach, Pinellas County, Florida, in a meeting held July 22, 2014, resolves as follows:

WHEREAS, a tentative budget has been prepared for the City as contemplated by s. 200.065(2)(a)1, Fla. Stat.; and

WHEREAS, the City Commission wishes to comply with the requirements of s. 200.065(2)(a)1, Fla. Stat.; and

WHEREAS, the proposed millage rate for the City of St. Pete Beach, as described in s. 200.065(2)(a)1, Fla. Stat. is computed to be a rate of _____ mills.

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

The City Commission specifies a proposed millage rate as described in s. 200.065(2)(a)1, Fla. Stat.; of _____ mills and authorizes notification of the Pinellas County Property Appraiser of the proposed tentative millage rate of _____ for use in the Truth in Millage Notices.

INTRODUCED AND PASSED by the City Commission of the City of St. Pete Beach, Florida, on the 22th day of July 2014.

Mayor Maria Lowe

Rebecca Haynes, City Clerk

City of St. Pete Beach
Benchmark Millage Rates

Total Taxable Value:	\$2,201,718,427	Budgeted Ad Valorem	Decrease Over Current Amt Budgeted	Required Advertised Tax Increase	Cost per \$100K to Taxpayer	Change over Current
One Tenth of a Mill	0.1000	\$212,466				
Current Millage - FY 2014	2.8569					
Proposed Millage	3.0000	\$6,373,975	\$0	Yes	\$ 300.00	\$ 14.31
Current Millage	2.8569	\$6,069,936	(\$304,039)	Yes	\$ 285.69	\$ -
Roll-Back Rate	2.6823	\$5,698,971	(\$675,004)	No	\$ 268.23	\$ (17.46)
Simple Majority Vote	3.4179	\$7,261,870	\$887,895	Yes	\$ 341.79	\$ 56.10
Super Majority Vote	3.7597	\$7,988,078	\$1,614,103	Yes	\$ 375.97	\$ 90.28

ANYTHING ABOVE THIS WOULD REQUIRE VOTER REFERENDUM



Public Services Department 3rd Quarter Report (April, May and June 2014)

"The Public Services Department oversees the efficient and effective operations of the Public Properties, Utilities and Construction Divisions in order to consistently deliver the highest quality of life and infrastructure to our island community."

CITY COMMISSION AGENDA ITEMS

- Presentation by Progressive Waste Solutions representatives to discuss solid waste collection throughout the City.
- Proclamation to urge all citizens to celebrate Arbor Day on April 25th 2014.
- Authorize the City Manager to enter into a 1-year contract extension with Ashbritt, Inc., for Disaster Debris Removal for Storm Events.
- Authorize the City Manager to sign a proposal with Duke Energy in the amount of \$32,224.32 for upgraded electrical at Lift Station 12.
- Authorize the City Manager to waive the bid requirement and enter into a Fireworks Display Contract with Pyrotecnico in the amount of \$25,000 for the July 4, 2014 fireworks show.
- Authorize the City Manager to accept a quote from Rowland Inc. in the amount of \$13,315.00 to install reclaimed water taps to three (3) landscape medians on SR 699 (Blind Pass Road).
- Introduction of Ian Wade – Project Manager, Public Services.
- National Public Works Week Proclamation.
- Authorize the Interim City Manager to accept a proposal from CPWG in the amount of \$18,111.00 for the establishment of a utility easement and the design of a new stormwater outfall system.
- Authorize the Interim City Manager to accept a proposal from MTM Contractors Inc. in the amount of \$53,512.80 for sidewalk and curb replacement.
- Authorize the Interim City Manager to accept a proposal from CPWG in the amount of \$10,720 to support the City's effort in meeting NPDES permit requirements and preparing the Year Two Annual Report for Cycle 3.
- Public Services 2nd Quarter Report.
- Discuss Egan Park Improvement project design scope.
- Authorize the Interim City Manager to accept a proposal from Ennead LLC in the amount of \$12,000 for updating the FY 2014-15 Stormwater Non-Ad Valorem (NAV) Assessment Roll.
- Authorization for the Interim City Manager to sign a Traffic Signal Maintenance and Compensation Agreement with the Florida Department of Transportation (FDOT).
- Authorize the Interim City Manager to enter into a unit price purchase agreement with Traffic Control Products of Florida for 6" painted pavement markings.

- Pass-A-Grille Way Construction Presentation.
- Authorize the Interim City Manager to sign an Interlocal Agreement with Pinellas County to secure \$50,000 in grant monies to make repairs at the 7th, 8th and 12th Ave dune walk-overs.
- Authorize the Interim City Manager to enter into a 1-year contract extension with Neel-Schafer, Inc., for Disaster Debris Monitoring services.
- Authorize the Interim City Manager to sign an agreement with Land & Water Engineering Science for \$11,600 to perform design engineering services for seawall restoration at 18th Ave, 27th Ave, 59th Ave, and Coquina Way Circle.
- Authorize the Interim City Manager to sign a proposal from Cribb Philbeck Weaver Group (CPWG) in the amount of \$350,000 to provide funding for initial engineering design services for the proposed Pass-A-Grille Way Improvement Project.

Construction

- Follow up on SWFWMD co-operative funding.
- Designated Ian Wade as LAP monitor with FDOT.
- Alley inventory updated and RFP drafted.
- Continued BPR design engineering.
- Fire Station garage door project completed.
- Debris removal and monitoring contracts extended.
- Bayway landscaping proposals reviewed and a recommendation pending.
- Continued engineering and pre-construction work on Pump Station 2 and Lift Stations 5, 6, 9 and 12.
- Completed the Master Pump Station pump replacement project in July.
- Continued engineering and pre-construction work on median lighting project.
- Completed the roof replacement project.
- Continued work on seawall engineering.
- Completed pavement assessment.
- Completed tennis court resurfacing project.
- Completed street milling and paving project.
- Completed NPDES permit.
- Continued engineering on Pass-A-Grille Way reconstruction project.
- Continued engineering on Egan Park improvement project.
- Continued permitting on Community Center Dock project.
- Installed SCADA at wastewater lift stations.

City of St. Pete Beach

M E M O R A N D U M

Fire Rescue Department

TO: Elaine Edmunds, Interim City Manager

RE: Fire Department FY14 Q3 Report

FROM: Daniel H. Graves, Fire Chief

DATE: July 10, 2014

The following is a summary of Fire Department activities for the 3rd Quarter of FY2014:

- Crews attended countywide ISO required fire based training.
- Crews attended required Continuing Medical Education (CME) class to maintain proficiency and maintain certifications.
- Crews complete the requirements for their Biannual International Trauma Life Support (ITLS) recertification.
- Chief Graves attended the countywide Operations Chief's monthly meetings and the Pinellas County Fire Chief's Association meetings.
- Lt. Milner attended the countywide Training Chief's meetings representing the department.
- Lt. Gorham attended the countywide EMS Chief's meetings representing the department.
- The Team is out in the community working on Tactical Survey Reviews (TSR) of all commercial buildings. This process will be an ongoing project where all properties are visited twice annually as an Insurance Services Office ISO requirement.
- Officers completed command and revised SOP training classes.
- The apparatus committee continued to work on the new squad truck schedule for delivery in July.
- Personnel conducted 133 Business Inspections during the quarter.
- During the period the Fire Department responded to 686 requests for service in the following categories:

EMS	534
Fire Alarms	62
Structure Responses	16
Other	74

City of St. Pete Beach
M E M O R A N D U M
Fire Rescue Department

TO: Elaine Edmunds, Interim City Manager

RE: Community Development Department FY14 Q3 Report

FROM: Daniel H. Graves, Fire Chief

DATE: July 10, 2014

The following is a summary of Community Development Department activities for the 3rd Quarter of FY2014:

- The Community Development Department is currently being managed by the Fire Chief until the new City Manager can select a new Community Development Director.
- Personnel are in the process of transitioning into a new automated building permit and parking permit system. The system is being designed to cut down on the foot traffic and phone traffic in the Building Department by allowing citizens and contractors to access information and acquire some permits online. The system will also allow for the use of credit cards for these transactions.
- The Community Development team with the assistance of an outside contractor is working with the Planning Board and the Commission to correct some inconsistencies in the use of Temporary Use permits and beach ordinance.

Recreation Quarterly Report - 3rd Quarter
April - June 2014

Programs

- The after school program enrollment was at 63 to finish off the school year.
- Adding Before Care to the program in 2014-15 school for Gulf Beaches
- The Lego Robotics team represented St Pete Beach in the World Robofest in Detroit on May 17th. The team placed 10th in the world and was the highest scoring Florida team since the competition began over 10 years ago.
- Received over \$13,000 from businesses, residents and community members to support the robotics team and program.
- Hosted a spring concert series. The Black Honkeys performed on April 25 to a large crowd and Soundwave performed on May 9 (rescheduled due to rain out in March)
- Hosted a Spring Festival/Touch a truck in conjunction with the Underwater Egg Hunt in April
- Hosted a “Swing into Summer” tennis party at Lazarillo Park on May 31 with over 40 participants.
- Started the Masters tennis program at Lazarillo Park every Monday at 10am.
- Summer Camp has 73 full summer registrations. Of the 73, 59% are residents (43) and 41% are non-residents (30).
- Revenue from the full summer registrations is \$55,275
- To date, there are 78 children registered week by week.
- We have 9 children on some sort of camp scholarship
- There is an additional 148 children registered for ½ day specialty camps to date. That has doubled the number enrolled from last year
- 88 youth participated in the Magic Basketball program that run April – July 2014
- Monday Night Softball this quarter had 5 teams
- 45 and older basketball programs had 6 teams each this quarter
- The Fitness Center is seeing an average of 35 users each weekday.
- Sold 116 resident monthly fitness passes and 23 non-resident monthly fitness passes for a total of \$1528 revenue from fitness monthly passes this quarter. Daily fitness user revenue was \$1259 for this quarter
- The amount of users and revenue has doubled from this time last year.
- The SilverSneaker program has 261 enrolled members that averaged over 500 visits a month to the center bringing in, on average, \$1,350 in revenue each month this quarter.
- Instructor led program revenue for 3rd quarter was \$40,403. An increase of 8% from last year at this time.
- Staff led programs revenue at the end of the 3rd quarter was \$136,927. That is an increase of 10% from this time last year.

Pool

- Private Rentals: 15 Rentals 1160 participants
- Umbrella Rentals: 15 Rentals 450 participants
- 25 Memberships were sold between April/May/June
- Dive In Movie-June 20 Monster University 180 participants other two Movies were rained out.
- Kiwanis program had 35 swimmers in the Three week program. May 5-22 Free Swim Lessons for all children
- Spring Swim Lessons: April 14-June 5 79 participants
- Summer Lessons: June 9-July 3 128 participants
- Private Lessons: 53 lessons were taught between April 1-June 30
- Camp Lessons: City of Gulfport June 23-July 3 20 participants
- Lifeguard Classes: Offered Classes in March /April/May Four Classes 30 participants
- Treasure Island Fire Department were certified in Lifeguarding through St Pete Beach Pool 15 Fire Fighters
- Underwater Egg Hunt held on Saturday April 19 had 210 participants
- The Following Camps and Schools will be coming to the pool throughout the summer:
 - Northside Christian School
 - Northside Pre-School Camp
 - City of Treasure Island
 - City of Madeira Beach
 - City of Gulfport
 - City of St Pete Beach and the after Care program the months of May/June
 - Pasadena School
 - LCC Day School
 - Our Savior Lutheran Church
 - Calvary Christian
 - Southwest Little League
 - St Pete Beach-Tennis/Basketball/Volleyball Camps
 - Manus School
- Family Fun Day was held on May 18 and June 22 30 participants
- We offer year round Water Aerobics Classes:
- Water Aerobics on Tuesday/Wednesday/Thursday average about 30 participants
- Water Zumba on Tuesday/Thursday/Saturday averages about 25 participants
- Aquatic Fitness Class meets on Mondays with average about 10 participants. This Class began in January
- West Coast Swim Team meets year round Monday-Friday from 4:00pm-6:00pm with about 75 Team members register
- Master Swim Team meets year round Monday/Wednesday/Friday with about 15 Team Members registered

Marketing

Marketing material is created in house and then is sent by many different avenues. Below is how we get the word out to the community:

- Print – The Gabber, Pinellas Beaches Patch, Tampa Bay Times, Island Reporter, Paradise News, Beach Beacon
- Insert in Tampa Bay Times Sunday paper promoting winter programs
- Flyers/Brochures – to all area schools, lobbies, city hall, library, local hotels and condos
- Online – website, facebook, twitter, TBO.com, blogs, WhatsdoingTampaBay.com, weddingwire, VisitFlorida and print website pages
- Attended Health Fair at Pasadena Elementary in March
- Face to Face – with local hotels, condos, and businesses with the Tampa Bay Beaches Chamber and through events/meeting with the Chamber, networking
- Press Releases
- Received #1 Couples Choice for venues 2013 on WeddingWire.com

Rentals

- Community Center Rentals: 29 weddings
Hosted: Big C meeting, Corey Ave Redevelopment meetings, Pasadena Elementary Graduation, Gulf Beaches Meet and Greet
19 misc. rental meetings
- Park Rentals: 59
14 @ Horan Park, 14 @ McKenney Park, 1 @ Vina Del Mar, 30 @ Hurley Park
- Warren Webster: 6 (above the regular scheduled meetings and civic group meetings)

Permitting

- 10 Vehicle on the beach permits were issued this quarter
- 24 special event permits were issued for events happening this quarter

Staff

- Mandy, Luke, Ty and all summer seasonal staff attended FRPA's summer game training in May
- Luke Smith received his CDL license
- Jennifer presented at a workshop for Florida Recreation and Parks Association in Gainesville April 10th.
- Jennifer attended an agency summit in Clearwater with other Recreation Directors from around the state in April