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COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue

Wednesday, August 27, 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.
 - a. **Connie Kest Retirement**
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. **Authorization for the Interim City Manager to sign the Second Amendment to Lease Agreement by and between the City of St. Pete Beach and Merry Pier Partners LLC.**

- 5. Action Items**
 - a. Consideration and action on modification of Temporary Use Permit for the Parking Lot at 3855 Gulf Boulevard (Sungold, LLC/Beth Morean)**
 - b. Authorize the Interim City Manager to enter into an agreement with the Law Office of Andrew Dickman, P.A. for City Attorney services**
- 6. Ordinances**
 - a. Ordinance 2014-07, Final Reading and Public Hearing, an Ordinance of the City of St. Pete Beach amending subsections (a), (c), (n), (o) and (p) of Section 82-137 of Division 1 of Article III of Chapter 82, of the Code of Ordinances; as it relates to stopping, standing or parking of vehicles.**
- 7. Resolutions – None for this agenda**
- 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 Clerk, City Manager, City Attorney and City Commission Reports**
- 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.

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

Issue Considered: Authorization for the interim City Manager to sign the Second Amendment to Lease Agreement by and between the City of St. Pete Beach and Merry Pier Partners LLC.

Date: August 27th. 2014

Prepared By: Dan O'Connor, Administrative Services Supervisor

Through: Elaine Edmunds – Interim City Manager

Summary of Issue: On July 22, 2014 the City Commission authorized the interim City Manager to grant permission to Lessee Merry Pier Partners LLC to complete site improvements at Merry Pier as presented to the City Commission, waive the related local site improvement permit fees and to proceed with the preparation of a second lease amendment document(s) extending the term of the existing lease agreement five years.

The attached second amendment to lease agreement:

- a. Extends the term to January 31, 2021.
- b. Updates the existing lease verbiage pertaining to current lessee parking and parking permit fees.
- c. Updates the lease verbiage related to safety.
- d. Adds a new section 59 to the lease related to the approved arbor and deck construction and restoration.

Requested Motion: "I move to authorize for the interim City Manager to sign the Second Amendment to Lease Agreement by and between the City of St. Pete Beach and Merry Pier Partners LLC.

Attachments: Second amendment to lease;
Exhibit A illustrating site improvements.

Reviewed By:
Interim City Manager: EE

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (this "Second Amendment"), is made as of the "Effective Date" set forth below, by and between the **CITY OF ST PETE BEACH** ("lessor") and **MERRY PIER PARTNERS, LLC** ("lessee"), for the purposes set forth herein.

RECITALS

WHEREAS, Lessor and Lessee have previously executed that certain "Lease Agreement" for the "Merry Pier" dated February 5, 2011 and a First Amendment to Lease Agreement dated March 27, 2012 (together, "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 again 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.

AGREEMENT

1. **Recitations and Definitions.** The foregoing recitations of fact are true and correct and are incorporated here by this reference. All capitalized terms contained in this Amendment shall have the meaning ascribed to them in the Lease unless otherwise defined herein.
2. **Lease Amendments.**

a) Section 2 of the Lease is hereby revised and amended as follows:

"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 an additional five (5) year period commencing February 1, 2016 and terminating on January 31, 2021 ("Term"), unless this Lease is earlier terminated as provided herein.

B. Extensions -- Two (2) 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 sixty (60) days of lessee's notice to extend, of its acceptance or not.

b) Section 21 of the Lease is hereby revised and amended as follows:

"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 ~~Hall~~ Police Department building and can be purchased at the resident price of ~~\$15~~ \$20 per year or non-resident price of ~~\$100~~ \$125 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."

c) Section 39 of the Lease is hereby revised and amended as follows:

"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~~ Sheriff's Department Marine Patrol Officer), the Vessels pose an imminent threat to the safety of persons or property. Has changed..."

d) A new Section 59 "ARBOR AND DECK CONSTRUCTION AND RESTORATION" is hereby added as follows:

“59. ARBOR AND DECK CONSTRUCTION AND RESTORATION:

In accordance with Section 10, CONSTRUCTION AND ALTERATION, Lessor consents to the construction and restoration by the Tenant of the arbor and deck improvements described in Exhibit A at the Tenant's expense. Tenant agrees that such construction and restoration will occur within 180 days of the execution of this Second Agreement to Lease Agreement. Section 20 of the Lease Agreement relating to LICENSES, PERMITS, CERTIFICATIONS AND AUTHORIZATIONS not withstanding, Lessor shall waive local permit fees on such arbor and deck restoration and construction.”

3. **Modifications.** Except as otherwise modified by this Second Amendment, all provisions, conditions, duties and obligations set forth in the Lease shall remain in full force and effect and unaffected by this Second Amendment.
4. **Entire Agreement.** This Second Amendment embodies the entire agreement between the parties hereto regarding this Second Amendment and supersedes any prior understandings or written or oral agreements between the parties concerning the First Amendment. This Second Amendment cannot be varied, modified, amended or altered except by written agreement of the parties.
5. **Execution.** This Second Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original. This Second Amendment may be executed via facsimile and the facsimile signature of any party shall be considered valid, binding and effective for all purposes.

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

**City of St. Pete Beach, a Florida
Municipal corporation**

By: _____
Elaine Edmunds
Interim City Manager

ATTEST:

City Clerk

By: _____
Randall Coffman
Merry Pier Partners, LLC

By _____
Nancy Davidek
Merry Pier Partners, LLC

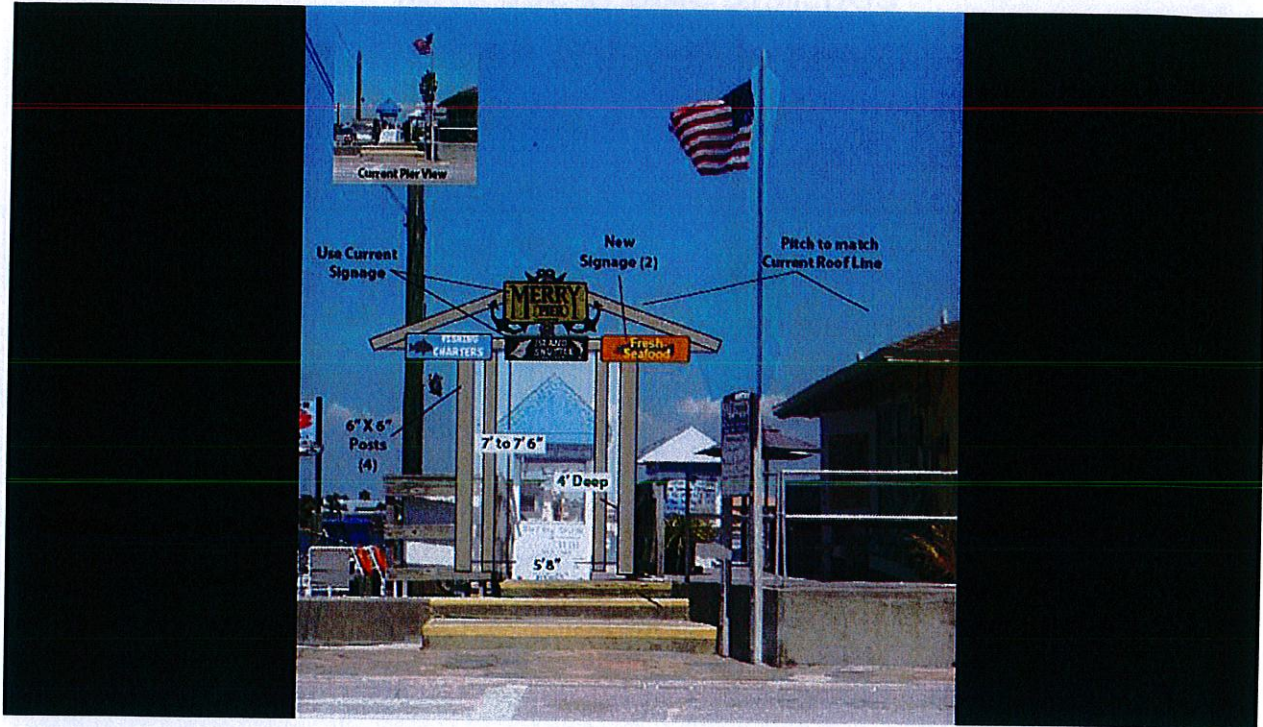
APPROVED AS TO FORM:

City Attorney or Designee

By: _____

City Attorney

EXHIBIT A



1.



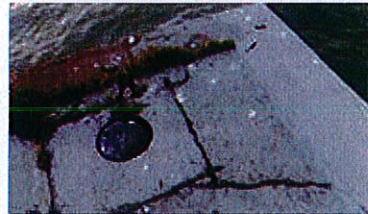
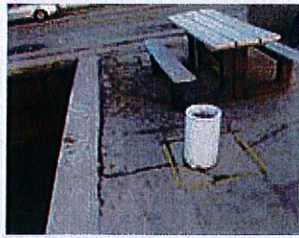
New Signs

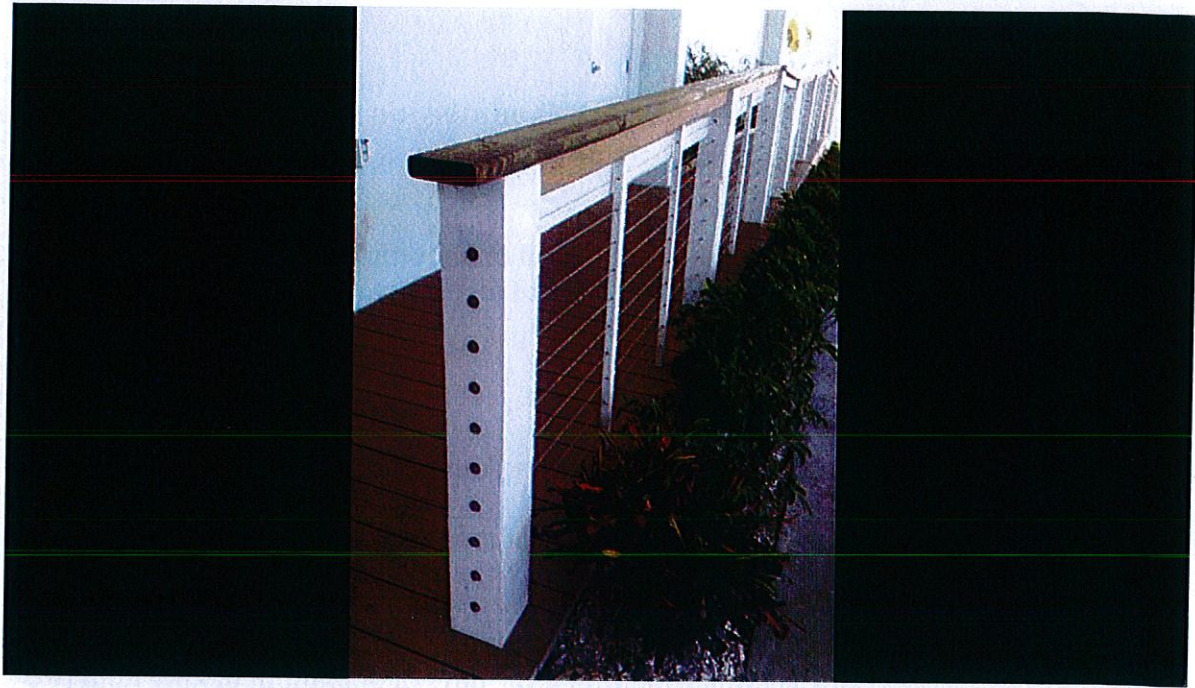
ETCHED
SIGNS

2.



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





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

Issue Considered: Consideration and action on modification of Temporary Use Permit for the Parking Lot at 3855 Gulf Boulevard (Sungold, LLC/Beth Morean)

Date: August 27, 2014

Prepared By: Daniel H. Graves, Interim Community Development Director

Summary of Issue: At the August 12, 2014 Commission meeting, the applicant requested modifications to the Temporary Use Permit issued by the Commission on July 8, 2014. The Commission consensus was to grant the applicant's request to remove item one (1) which identified the days of operation, modify item two (2) the hours of operation and modify item five (5) maintenance of the fence.

Funding: N/A

Requested Motion: "I move to approve the modifications to the Temporary Use Permit for 3855 Gulf Boulevard."

Attachments: Current Permit
Revised Permit

**Reviewed by
City Manager:** EE



TEMPORARY USE PERMIT # 2014-0021

Applicant/Agent: Sungold LLC/Chad Nelson

Applicant Address: 309 39th Ave., St. Pete Beach, 33706

Applicant Phone Number: 727-599-3539

Temporary Use Address: 3855 Gulf Blvd (3 lots: 3815, 3855, and 3859)

Temporary Use Requested: Commercial Parking Lot

Pursuant to Sections 2 and 6.11 of the City of St. Pete Beach Land Development Code, the application for temporary use permit is hereby **APPROVED** with an expiration date of **January 30th, 2015**. The permit shall be subject to conditions placed on the previous temporary use permit approved on April 12th, 2011, which are as follows:

1. October 1st through February 28th it will be used for special events only.
March 1st through September 30th it will be used only for weekends, holidays and special events.
2. The lot will be open from 10:00 a.m. to 10:00 p.m.
3. Access will be on the north curb cut.
4. No parking on the north or south side within 25 feet of the property line.
5. Install 4 foot vertical fence.
6. Trash receptacles.
7. Erection of "No Mooring" signs.

If any of the above conditions above are violated, the City reserves the right to revoke and terminate this permit immediately.

This permit does not relieve the applicant of his responsibility to obtain any other permits or licenses required by the City, Pinellas County, State of Florida, or the United States Federal Government.

Daniel Graves

Daniel Graves
Interim Community Development Director
City of St. Pete Beach

7-15-14

Date



TEMPORARY USE PERMIT # 2014-0021

Applicant/Agent: Sungold LLC/Chad Nelson

Applicant Address: 309 39th Ave., St. Pete Beach, 33706

Applicant Phone Number: 727-599-3539

Temporary Use Address: 3855 Gulf Blvd (3 lots: 3815, 3855, and 3859)

Temporary Use Requested: Commercial Parking Lot

Pursuant to Sections 2 and 6.11 of the City of St. Pete Beach Land Development Code, the application for temporary use permit is hereby **APPROVED** with an expiration date of **January 30th, 2015**. The permit shall be subject to conditions placed on the previous temporary use permit approved on April 12th, 2011, which are as follows:

1. The lot will be open from 5:00 p.m. to 10:00 p.m.
2. Access will be on the north curb cut.
3. No parking on the north or south side within 25 feet of the property line.
4. Maintain 4 foot vertical fence.
5. Trash receptacles.
6. Erection of "No Mooring" signs.

If any of the above conditions above are violated, the City reserves the right to revoke and terminate this permit immediately.

This permit does not relieve the applicant of his responsibility to obtain any other permits or licenses required by the City, Pinellas County, State of Florida, or the United States Federal Government.

Daniel Graves
Interim Community Development Director
City of St. Pete Beach

Date

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

Issue Considered: Authorize the Interim City Manager to enter into an agreement with the Law Office of Andrew Dickman, P.A. for City Attorney services

Date: August 27, 2014

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

Summary of Issue: On July 14, 2014, the city received proposals in response to a request for qualifications for legal services. At a special meeting held August 12, 2014, the City Commission selected Andrew Dickman to fill the role of City Attorney.

The proposed agreement provides an hourly rate of \$180 for the attorney, \$150 for an associate attorney and \$50 - \$75 for a paralegal or legal assistant. No travel time will be charged for attending meetings in Pinellas County. No retainer is required under this agreement. Actual expenses incurred for items such as court costs, filing fees, copier costs shall be billed at actual costs.

Mr. Dickman has requested that the Mayor and City Commission e-mail any questions that you may have to him prior to the next commission meeting to allow for a smooth transition.

Funding: Legal Services – A/C # .001.5301.514.5311.

Requested Motion: “I move to authorize the Interim City Manager to enter into an agreement for City Attorney Services with the Law Offices of Andrew Dickman, P.A.”

Attachments: Agreement between the City of St. Pete Beach and the Law Offices of Andrew Dickman, P.A.

ANDREW W. J. DICKMAN

Attorney at Law

Miami

T: (305) 758-3621

F: (305) 758-0508

Naples

T: (239) 434-0840

F: (239) 434-0940

August 18, 2014

Elaine Edmunds, Interim City Manager
Honorable Maria Lowe, Mayor
CITY OF ST. PETE BEACH
155 Corey Avenue
St. Pete Beach, FL 33706

Re: Attorney Retainer Agreement & Authority to Represent

Dear Ms. Edmunds & Mayor Lowe:

I am pleased that you have engaged my law firm to serve as the City of St. Pete Beach's legal counsel. My representation is limited to the scope of services as described below. It is my policy to confirm in writing the nature of the engagement and the terms of my legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact me prior to signing this engagement agreement.

Acknowledgments. On July 14, 2014, the city received proposals for legal services in response to its Request for Qualifications for Legal Services. Attorney Andrew Dickman was selected by the City Commission on August 12, 2014, to fill the role of City Attorney under the terms and conditions set forth in this Agreement.

Scope of Representation. I have been engaged to represent the City of St. Pete Beach for the purpose of "City Attorney" pursuant to Section 2-150 and 2-152 (employment of special counsel) of the city's code of ordinances. Specifically, I shall:

1. Be attorney of record in all civil suits, actions and legal proceedings wherein the city, city commission, city manager, departments, boards or city officials or employees are parties by virtue of their official positions or official actions except as provided in section 2-152 (employment of special counsel);
2. Institute and prosecute all eminent domain proceedings and other civil suits, actions and legal proceedings authorized by the city commission except as provided in section 2-152 (employment of special counsel);
3. Defend all civil suits, actions and legal proceedings brought against the city except as provided in section 2-152 (employment of special counsel);
4. In connection with 1, 2 and 3 above, advise the city commission regarding legal matters that require employment of special counsel, as authorized in section 2-152, assist in retaining said special counsel, coordinate with special counsel as needed, and report status of special counsel matters to the city commission.
5. Serve as legal advisor to the city commission, the city manager, and through the office of the city manager, advise personnel as designated by the city manager and city boards who are not authorized to retain separate counsel;
6. Render written legal opinions requested by the city commission or city manager on matters relating to city government and the interpretation, construction and meaning of the Charter, statutes,

Law Offices of Andrew Dickman, P.A.

PO Box 771390 • Naples, FL 34107-1390 • andrewdickman@comcast.net

ordinances, resolutions and contracts affecting or pertaining to city government:

7. Prepare or review and approve as to form and legal sufficiency all city ordinances, resolutions, deeds, contract documents and other legal instruments affecting or pertaining to the city;
8. Attend and be present at all regular and special meetings of the City Commission, unless excused from attending by the mayor (the second and fourth Tuesday of the month at 6:00 PM), attend the Board of Adjustments meetings (the last Wednesday of the month at 2:00 PM), and attend the Planning Board meetings (the third Tuesday of the month at 4:00 PM);
9. Perform such other duties, powers and responsibilities as assigned by the city commission.

It is understood that attorney Andrew Dickman will be a part-time city official engaged in the private practice of law, has other clients throughout Florida and should be contacted in advance (by email or/and telephone) to schedule available meeting dates and times.

Legal Fees. I will submit a detailed invoice to the city every thirty days. Expenses will be separately stated on the invoice and my fees will be charged as indicated below. My billing invoices are due and payable upon presentation, and are overdue if not paid within thirty (30) days of the date set forth on the invoices. My hourly fees are based upon the time expended by me and legal staff on the scope of services above. My fees will be based on the actual amount of time spent on scope of services, which will be measured in tenths (0.1) of an hour. The hourly billing rates of this firm are as follows:

Andrew Dickman	\$180 per hour	Attorney
TBA	\$150 per hour	Associate Attorney
TBA	\$75-50 per hour	Paralegal/Legal Asst.

The hourly rates set forth in this Agreement may be modified or adjusted from time to time upon request and approval of both parties. No retainer shall be required under this Agreement.

If any controversy, dispute or claim arises concerning fees, charges, performance of legal service, or any other aspect of this Firm's representation of the City, the prevailing party will be entitled to recover from the losing party all costs and expenses incurred in prosecuting or defending any litigation or arbitration, including, without limitation, reasonable attorneys' fees and costs at trial, in arbitration, and on appeal.

Expenses. Expenses I incur are charged to the City's account. Expenses may include such items as court costs, filing fees, the use of our facsimile and photocopying machines, travel expenses for the City beyond Pinellas County under the scope of services, messenger service charges, overnight mail or delivery charges, extraordinary administrative support, fees of court reporters and charges for depositions, fees for expert witnesses, and other expenses the Firm incurs on your behalf. Charges for these services reflect my actual out-of-pocket costs based on usage. The city may be asked to pay vendors / expenses in excess of \$200 directly to the vendor.

Opinions. Either at the beginning or during the course of this representation, I may express an opinion or belief concerning a matter or course of action, and the results that may be anticipated. Any such statement is intended to be an expression of opinion only, based on my experience in the subject matter and the information available to the attorney at the time, and should not be construed as a promise or guarantee of any particular result. The city acknowledges that the firm makes no guarantees regarding the results to be obtained in litigation matters. The City also acknowledges that this firm shall have the right to withdraw if the city fails to cooperate in regard to this matter or made or makes any material misrepresentation or fails to disclose any material facts or fails to follow the firm's advice.

Litigation Matters. If this engagement involves litigation, the city may be required to pay the opposing party's trial costs. Such costs include filing fees, witness fees, and fees for depositions and documents used at trial. I will not settle litigated matters without the city's express consent. I require the city's active participation in all phases of the case.

Authorization/Cooperation. By the city's agreement to these terms of my representation, the city authorizes me to take any and all action I deem advisable on the city's behalf under the scope of services above. I will, whenever possible, discuss with the city in advance any significant actions I intend to take. I will endeavor to keep you informed of progress and developments, and respond to your inquiries in a timely manner. To enable me to render these services effectively, you agree to fully cooperate with me, provide needed documentation and information needed for litigation, to disclose fully and completely all facts relevant to the matter or that may otherwise be requested, and to keep us apprised of any developments relating to the matter.

I shall assure that service is rendered promptly and efficiently. I shall be an independent contractor and shall maintain a fully functioning law office with the support necessary to carry out the terms of this Agreement. This is not a sole and exclusive contract and the City may also choose to hire specialized or substitute counsel in any particular matter at any particular time. Separate, specialized or substitute counsel may only be engaged to represent City where the City Commission or City Manager, with the advice of Attorney, determines that other counsel is necessary and should be employed to represent City in a particular matter.

Withdrawal. Under the rules of professional conduct by which I am governed, I may withdraw from our representation of the city in the event of, for example: nonpayment of fees and expenses; misrepresentation or failure to disclose material facts concerning the scope of services; and action taken by the city contrary to my advice. If such a situation occurs, which I do not expect, I will promptly give the city written notice of my intention to withdraw.

Termination. The City may terminate this Agreement for any reason whatsoever by giving written notice to me after a vote at an advertised and noticed public meeting. I shall remain available to the City, at the City's absolute discretion, for up to ninety (90) days after termination. I may terminate this Agreement for any reason whatsoever by giving written notice to the City, whereupon I shall agree to remain City Attorney for at least ninety (90) days after resignation. The parties are free to agree to mutually extend or shorten these times as may be deemed necessary and appropriate.

Conflict of Interest. During the term of this Legal Services Agreement, Attorney Andrew Dickman and the members of the Firm shall observe the requirements regarding conflict of interest as set forth in Rule 4-1 of the Florida Bar's Rules of Professional Conduct. Neither Attorney Andrew Dickman nor the Firm shall undertake representation of any other clients directly adverse to the City. In the event that I determine that a conflict of interest may arise or has arisen in reference to any legal matter that I am handling for City, I shall promptly notify the City Commission or City Manager. In the event that the conflict cannot be resolved, I shall recommend that the City Commission retain a specially appointed attorney to represent City with respect to the matter.

Notices. All notices under this Agreement shall be in writing and shall be provided to the City at 155 Corey Avenue, St. Pete Beach, Florida, 33706, and to Andrew Dickman, P.A. at P.O. Box 771390, Naples, Florida, 34107. Notices shall be hand delivered or mailed, by certified or registered mail, return receipt requested, to the recipient with sufficient postage to reach the destination or sent by facsimile or electronic mail, in which case notice shall be deemed delivered upon the mechanical confirmation of

Andrew Dickman, P.A.

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

Issue Considered: Second reading of Ordinance 2014-07, amending subsections (a), (c), (n), (o) and (p) of Section 82-137 of Division 1 of Article III of Chapter 82, of the Code of Ordinances; as it relates to stopping, standing or parking of vehicles.

Date: August 27, 2014

Prepared By: Dan O'Connor, Administrative Services Supervisor

Through: Elaine Edmunds -- Administrative Services Director

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

This amendment is in response to the requests of residents residing along East Maritana between 37th. Avenue and the Bayway, Casablanca between 37th. Avenue and the Bayway , 36th and 37th. Avenues between East Maritana and Gulf Blvd. and residents residing at the east end of 49th. Avenue.

On January 22, 2013 the City Commission granted a conditional use/variance #2013-0001 to St. Pete Beach Properties LLC / Hotel Zamora permitting 69 on-site parking spaces in lieu of the 81 spaces required under Section 42.7 of the Land development Code. The property owner(s) agent submitted as part of the variance application a letter from Premier Parking Ventures concluding their ability to valet park 145 vehicles on-site by "stacking" vehicles back to back. In addition, the applicant's valet parking vendor advised they would rent on an as needed basis other nearby parking areas for overflows. (See attached letter)

Since the hotel opened for business City staff has received numerous complaints from nearby residents seeking relief from the negative on-street parking and adverse neighborhood impacts associated with the volume of hotel patrons either choosing not to utilize the valet parking available and or their neighborhood streets being used for overflow hotel parking.

Passage of Ordinance 2014-07 will provide for the following changes to the existing parking regulations.

Section 82-137:

Sub Section (a) Amendment – Will remove:

36th Avenue between Gulf Boulevard and East Maritana Drive;
Casablanca Avenue between 37th Avenue and Pinellas Bayway; and
East Maritana Drive between 37th Avenue and Pinellas Bayway; from the list of streets requiring a "D" parking permit on one side between the hours of 9am and 5pm.

Sub Section (c) Amendment – Will add:

36th Avenue between Gulf Boulevard and East Maritana Drive;
Casablanca Avenue between 37th Avenue and Pinellas Bayway; and
East Maritana Drive between 37th Avenue and Pinellas Bayway; to the the list of streets requiring a "D" parking permit on one side 24 hours per day.

Sub Section (o) Amendment – Will restore:

37th. Avenue between Gulf Blvd. and east Maritana Drive to the list of streets prohibiting parking on each side.

City staff has also received complaints from the resident at the east end of 49th. Avenue. Vehicles that park on each side along 49th Avenue, between Gulf Blvd. and his residence are creating numerous ingress/egress issues and he fears emergency vehicles may not be able to access his property if needed.

Sub Section (n) Amendment Will add:

49th Avenue to the list of streets prohibiting parking on one side.

Sub Section (p) Amendment Will add:

49th Avenue to the list of streets metered on one side.

Parking Maps to be updated upon passage.

The City Attorney has reviewed Ordinance 2014-07 and has approved same to form.

Requested Motion: "I move for the adoption of Ordinance 2014-07. . . (read title)."

Attachments: Ordinance 2014-07
Documentation related to conditional use/variance #2013-0001

Reviewed By:
City Manager:

EE

ORDINANCE NO. 2014-07

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

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

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

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

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

- (a) The following city streets shall require a "D" permit for parking from 9:00 a.m. to 5:00 p.m. everyday on one side of the street, as designated on the city parking maps:

1st Avenue between Gulf Way and Pass A Grille Way;
12th Avenue thru 14th Avenue between Gulf Way and Pass A Grille Way;
17th Avenue thru 20th Avenue between Gulf way and Pass A Grille Way;
22nd Avenue between Gulf Way and Pass A Grille Way;
25th Avenue between Sunset Way and Pass A Grille Way;
27th Avenue thru 30th Avenue between Sunset way and Pass A Grille Way;
~~36th Avenue between Gulf Boulevard and East Maritana Drive;~~
37th Avenue between Gulf Blvd. and El Centro;
Sunset Way between 23rd Avenue and 24th Avenue;
Sunset Way between 28th Avenue and 30th Avenue;
1st Avenue West between 31st Avenue and 32nd Avenue;
32nd Avenue between Sunset Way and the beach;
Casablanca Avenue at Cabrillo Avenue;
West Maritana Drive between Alahambra Street and South Maritana Drive;
South Maritana Drive between West Maritana Drive and Granada Street;
Alahambra Street between West Maritana and West Debazan Avenue;
West Debazen Avenue between East Debazen and South Maritana;

Debazen Avenue between Casablanca and Alahambra Street;
East Debazen between Alahambra Street and South Debazen Avenue;
Alfanzo Street between West Maritana Drive and West Debazen Avenue;
Granada Street between East Debazen Avenue and East Maritana Drive;
Barcelona Street between Debazen Avenue and East Maritana Drive;
~~Casablanca Avenue between 37th Avenue and Pinellas Bayway;~~
~~East Maritana Drive between 37th Avenue and Pinellas Bayway;~~
Beach Plaza between 70th Avenue and 71st Avenue; and
Pass-A-Grille Way between 7th Avenue and 3rd Avenue;
18 parking spaces on the west side of Beach Plaza between 70th Avenue and 71st Avenue.

SECTION 2. Subsection (c) of Section 82-137 of Division 1 of Article III of Chapter 82 of the Code of Ordinances, pertaining to stopping, standing and parking of vehicles, is hereby amended to read as follows:

- (c) The following city streets shall require a "D" permit for parking at any time everyday on one side of the street, as designated on the city parking maps:

11th Avenue between Gulf Way and Pass-A-Grille Way;
21st Avenue between Gulf Way and Pass-A-Grille Way;
23rd Avenue between Sunset Way and Pass-A-Grille Way; and
4 parking spaces on the south side of West Maritana Drive east of Casablanca Avenue.

36th Avenue between Gulf Boulevard and East Maritana Drive;
Casablanca Avenue between 37th Avenue and Pinellas Bayway;
East Maritana Drive between 37th Avenue and Pinellas Bayway;

SECTION 3. Subsection (n) of Section 82-137 of Division 1 of Article III of Chapter 82 of the Code of Ordinances, pertaining to stopping, standing and parking of vehicles, is hereby amended to read as follows:

- (n) Parking on one side of the following city streets shall be prohibited at any time, as designated on the city parking maps:

1st Avenue between Gulf Way and Pass-A-Grille Way;
10th Avenue to 22nd Avenue between Gulf Way and Pass-A-Grille Way;
23rd Avenue to 30th Avenue between Sunset Way and Pass-A-Grille Way;
32nd Avenue between 1st Street West and Pass-A-Grille Way;
El Centro at the Don Vista Center;
West Maritana Drive between Alahambra Street and South Maritana Drive;
South Maritana Drive between West Maritana Drive and Granada Street;

Alahambra Street between West Maritana and West Debazen Avenue;
West Debazen Avenue between East Debazen and South Maritana;
Debazen Avenue between Casablanca and Alahambra Street;
East Debazen between Alahambra Street and South Debazen Avenue;
Alfonzo Street between West Maritana Drive and West Debazen Avenue;
Granada Street between East Debazen Avenue and East Maritana Drive;
Barcelona Street between Debazen Avenue and East Maritana Drive;
Casablanca Avenue between 37th Avenue and Pinellas Bayway;
East Maritana Drive between 37th Avenue and Pinellas Bayway;
Belle Vista Drive between 41st Avenue and Belle Vista Drive East;
Lido Drive between 1st Street East and Plaza Way;
36th Avenue between El Centro and East Maritana Drive;
41st Avenue between Belle Vista Drive and Poinsettia Drive;
46th Avenue between Gulf Boulevard and the east end of Lido Park;
49th. Avenue;
51st Avenue between Gulf Boulevard and the beach;
51st Avenue between Gulf Boulevard and the east end;
55th Avenue between Aloha Drive and Leilani Drive;

SECTION 4. Subsection (o) of Section 82-137 of Division 1 of Article III of Chapter 82 of the Code of Ordinances, pertaining to stopping, standing and parking of vehicles, is hereby amended to read as follows:

(o) Parking on each side of the following city streets shall be prohibited at any time, as designated on the city parking maps:

Pass-A-Grille Way between 13th Avenue and 32nd Avenue;
14th Avenue to 20th Avenue between Pass-A-Grille Way and the east end;
30th Avenue between Sunset Way and the beach;
31st Avenue between Sunset Way and Pass-A-Grille Way;
2nd Street West;
Cabrillo Avenue;
West Maritana Drive between Casablanca Avenue and Alahambra Street;
Belle Vista Drive between 44th Avenue and 41st Avenue;
37th. Avenue between Gulf Blvd. and east Maritana;
44th Avenue between Gulf Boulevard and Moody Street;
45th Avenue between Gulf Boulevard and 2nd Street East;
Punta Vista Drive;
Boca Ciega Isle Drive between Plaza Way and 520 Boca Ciega Isle Drive;
52nd Avenue between Gulf Boulevard and the beach;
55th Avenue between Gulf Boulevard and Aloha Drive;

SECTION 5. Subsection (p) of Section 82-137 of Division 1 of Article III of Chapter 82 of the Code of Ordinances, pertaining to stopping, standing and parking of vehicles, is hereby amended to read as follows:

- (p) Parking on one side of the following city streets shall be limited to the time for which payment of the parking fee has been made, between the hours of 8:00 a.m. and 8:00 p.m. everyday, as designated on the city parking maps:

Pass-A-Grille Way between 1st Avenue and 7th Avenue;
Casablanca Avenue between Pinellas Bayway and Cabrillo Avenue;

49th. Avenue;

51st Avenue between Gulf Boulevard and the beach;
67th Avenue between Beach Plaza and Sunset Way;
Sunset Way between 68th Avenue and 70th Avenue;
Gulf Winds Drive between 64th Avenue and 2nd St. East;
64th Avenue between Gulf Blvd. and Sunset Way;
Sunset Way between 64th Avenue and 66th Avenue;
66th Avenue between Gulf Blvd. and Sunset Way.

SECTION 6. If any portion, part or section of this ordinance is declared invalid, the valid remainder hereof shall remain in full force and effect.

SECTION 7. All ordinances or parts of ordinances, in conflict herewith, are hereby repealed, to the extent of such conflict.

SECTION 8. This Ordinance shall become effective immediately upon final passage as provided by law.

Maria Lowe, MAYOR

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

I, Rebecca Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this ____ day of _____, 2014.

Rebecca Haynes City Clerk