11/12-062

LEASE AGREEMENT

This **LEASE AGREEMENT**, hereinafter "Lease", made and entered into this 8th day of September, 2012, by and between the **CITY OF SANIBEL**, a municipal corporation of the State of Florida, 800 Dunlop Road, Sanibel, Florida 33957, (hereinafter "Lessor") and **LOCAL ROOTS, LLC,** 1418 Sandcastle Road, Sanibel, Florida 33957 **D/B/A SANIBEL ISLAND FARMER'S MARKET**, (hereinafter "Lessee").

WITNESSETH:

The Lessor and the Lessee, in consideration of the covenants set forth below, agreed by the parties to be adequate consideration given and received by each party, do hereby agree as follows:

1. **DESCRIPTION OF LEASED PREMISES.** Lessor leases to Lessee and Lessee hereby leases from Lessor, for the purpose of operating an outdoor marketplace as described in this Lease Agreement, for sales to the general public of fresh produce, seafood, baked goods, plants, and assorted foods, vegetables and green products, by independent vendors, the following locations all located on the premises of the Sanibel City Hall, 800 Dunlop Road, Sanibel, Florida:

A. The parking lot located at the east end of the Sanibel City Hall property designated on the attached Exhibit "A" and labeled as "Vendor Sales Area" for the purposes of placing vendor booths, selling the outdoor marketplace (hereinafter referred to as "Farmer's Market") goods and all reasonably associated activities associated therewith; and

B. Those existing parking areas located adjacent to Sanibel City Hall property as depicted on attached Exhibit "A" for general public vehicle parking purposes; and

C. Those public restrooms located at the east end of City Hall and depicted on attached Exhibit "A".

All of the above areas together shall be hereinafter referred to as the "Leased Premises" and shall be leased for that period of time (the "Term") set forth below.

2. **TERM.** The Lease Term of this Lease shall commence on November 1, 2012 and extend through April 30, 2013, only on Sundays, between the hours of 6:00 a.m. through 2:30 p.m. Except during the Lease Term as described herein, Lessee shall have no Lease interest or other interest in Lessor's property. Use of the Leased Premises at any other time, or the use of additional City property for any purpose, shall require approval by the City Manager, in advance and in writing, in accordance with all City requirements, including special events permitting where applicable. The Term of this Lease may be extended for up to two additional years (November 1, 2013 – April 30, 2014 and November 1, 2014 – April 30, 2015) at the sole discretion and option of the City under substantially the same provisions and terms of the initial Lease Term.

3. **RENT.** The Rent for the use of the Leased Premises during the November 1, 2012 through April 30, 2013 Lease Term as described in paragraphs 1 and 2 above is $2,000.00 for the Lease Term to be paid by Lessee to Lessor in full on or before August 17, 2012. A security deposit in the amount of $500 shall be paid simultaneously with payment of the Rent, provided, however, the purpose of the security deposit shall be to secure Lessee's obligation under the terms of this Lease specifically including, but not limited to, trash pick-up, clean up of the Leased Premises and restoration of the Leased Premises to its pre-use condition as required by this Lease, and shall be fully refundable to Lessee if not used by Lessor for the purposes described in this paragraph. In the event the $500 security deposit is drawn upon by Lessor at any time, Lessee shall be notified in writing of the amount and reasons for the draw and Lessee shall immediately pay to Lessor any amount necessary to replace the security deposit so that at all times it is equal to $500.

4. **LESSOR'S OBLIGATIONS.** Lessor shall have the obligation to do the following only during the Lease Term (i.e. Sundays from 6:00 a.m. to 2:30 p.m.)

A. Provide and permit the Lessee the use of the waste receptacle (dumpster) depicted on Exhibit "A" for the use of the Farmer's Market during the Lease Term (such use anticipated by Lessor and Lessee to be minimal).

B. Cause all City vehicles to be parked outside of the Leased Premises, so as not to interfere with the use of the Leased Premises. The Lessor will make all reasonable efforts to clear the Vendor Sales Area of privately owned vehicles but cannot guarantee all private vehicles will be removed.

C. Provide two barricades at the locations designated "Limits of vehicular access for general public" on Exhibit "A" so that Lessee may control vehicular access during Lessee's use of the Leased Premises.

D. The City shall provide up to 11 barricades and six bicycle racks for the Lessee to utilize for vehicular access control during the use of the Leased Premises. The City shall provide 50 barricades for parking purposes, which Lessee will be responsible for placing in areas approved by Lessor through its City Manager or Public Works Director.

E. Provide the designated restrooms at City Hall for use by the general public during the use of the Leased Premises by the Lessee during the Lease Term of the Leased Premises.

5. **LESSEE'S OBLIGATIONS.** Lessee shall have the obligation to do the following:

A. The Lessee shall have access to the Leased Premises during the Lease Term at 6:00 a.m. Sunday morning, and shall vacate the Leased Premises not later than 2:30 p.m. the same day.

B. The independent vendors of the produce and other Farmer's Market goods shall set up between 6:00 a.m. until 8:00 a.m. The general public will be admitted to the Leased Premises at 8:00 a.m. At 1:00 p.m. the general public will no longer be admitted and the vendors will begin to close their operations.

C. The Leased Premises will be cleaned and restored by Lessee or its designees to its normal pre-use condition by 2:30 p.m. Sunday. This shall include all trash pick-up and proper disposal, removal of all vehicles, general clean-up and all activities necessary to return the entire Leased Premises to its pre-use condition. In the event that Lessor determines that the Leased Premises has not been cleaned and restored as required, Lessor shall have its staff clean and restore the

Leased Premises at a rate of $20/hour per employee or, if necessary, shall retain a subcontractor to do such work. Such cost ($20/hour per employee or City's actual costs for subcontractor) shall be reimbursed directly to Lessor by Lessee prior to the next scheduled Farmer's Market event, or will be deducted from Lessee's security deposit pursuant to Section 3 of this Lease Agreement.

D. No alcoholic beverages will be sold or consumed by any person on the Leased Premises during the Lease Term. Lessee is required to enforce this requirement with respect to all of Lessee's sub-lessees and/or vendors and to report any violations observed regarding alcohol use by any person to the City Manager immediately or as soon as possible after observation of the violation.

E. Keep and maintain throughout the Lease Term, without any expense to Lessor, the Leased Premises in good, sanitary, and neat order, condition and repair. Lessor shall not be obligated to make any repairs, replacements, or renewals of any kind, nature, or description whatsoever to the Leased Premises or any improvements on it. Specifically, the public bathrooms provided for the use of Lessee, Lessee's vendors and the general public who visit the Farmer's Market shall be cleaned and inspected by Lessee at the conclusion of each Farmer's Market event and confirmed to be in a clean, sanitary and neat condition. In the event that Lessor determines that the public bathrooms are not left in a clean, sanitary and neat condition, Lessor shall use Lessee's security deposit to pay for, or reimburse Lessor for, cleaning expenses and such security deposit shall be replenished by Lessee in accordance with the requirements of Paragraph 3 of this Lease Agreement.

F. Lessee shall also comply with and abide by all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations affecting the Leased Premises, the improvements on the Leased Premises, or any activity or condition on or upon the Leased Premises.

G. Construct and place signage that will comply with the City sign regulations. All signage constructed or placed by Lessee shall be first approved by the City Manager.

H. Subject to the approval of the City Manager as to location and time, Lessee may place directional signs at the entrances to City Hall on Sunday during the Lease Term to be removed by 2:30 p.m. on that same day. Any off-premise sign shall comply with the restrictions set forth in Section 106-37 of the Sanibel Land Development Code (Temporary special event signs).

I. Lessee shall provide to Lessor, at no cost or rental fee to Lessor, one booth space for Lessor's educational and public service activities which may include parks and recreation, environmental or similar education or information.

J. Lessee shall be entitled to have available and for sale at one sales booth "Sanibel Island Farmer's Market" logo items such as reusable market bags, bio-degradable insulated cups and similar items that facilitate the convenience of shoppers on-site at the Farmer's Market.

K. Lessee shall establish, or keep maintained and monitored, as applicable, a Facebook page which shall provide basic information for the public about the Farmer's Market including, but not limited to, location, hours of operation, parking, availability of bike racks, general services and objectives and the process for prospective vendors to obtain and process an application with Lessee to provide products at the Farmer's Market.

L. Lessee shall endeavor to promote, through its contracted vendors, the sale of fresh, local southwest Florida fruit and vegetables. In the event Lessee finds it necessary to approve the sale of fruit and vegetables produced outside the State of Florida (due to lack of availability or other reasons determined acceptable by Lessee), such fruit and vegetables shall be clearly marked or labeled to inform the public of the location of production or growing of such products.

M. Lessee shall be authorized to have no more than 5 vendors who may have on-site prepared food/meal products (including, but not limited to, items such as pulled pork, chicken, barbecue ribs and sandwiches). Lessee shall require all such vendors to be inspected as required by law for compliance with food preparation regulations. Lessee shall strongly encourage prepared food/meal vendors to package foods in "to go" containers for consumption off the Leased Premises and City Hall property.

In addition to the vendors who have on-site prepared food/meal products as described above, Lessee shall be authorized to have no more than 7 vendors who have on-site prepared snack products (i.e. those items that are not substitutes for meals including, but not limited to, items such as coffee, roasted nuts, boiled peanuts, donuts, guacamole, smoothies and kettle corn).

Lessee may substitute vendors at Lessee's discretion within the categories of prepared food/meal products and/or prepared snacks, provided the total number of vendors in each category does not exceed that authorized above. Any increase in the total number of vendors authorized above for either category shall require City Council approval.

6. **WARRANTIES OF TITLE AND QUIET POSSESSION.** Lessor covenants that Lessor is seized of the Leased Premises, that Lessor has full right to make this Lease and that Lessee shall have quiet and peaceable possession of the Leased Premises on Sundays from 6:00 a.m. to 2:30 p.m. during the Lease Term.

7. **STATUS OF EXCLUSIVE AND NON-EXCLUSIVE USES.** Lessee shall have the exclusive right to arrange for and conduct the sale of Farmer's Market goods within the described Leased Premises during the hours and days described in the Lease Term in Section 2 of this Lease Agreement. However, in recognition by both Lessor and Lessee that the Leased Premises are public property located on Sanibel City Hall grounds, this Lease shall not be construed to prohibit:

A. Parking by the general public within public parking spaces (except the Vendor Sales Area and areas designated as non-vehicular access on Exhibit "A") whether or not such parking is for the Farmer's Market attendance; and

B. Pedestrian access on and within the Leased Premises, whether or not such pedestrian access is for purposes of attending the Farmer's Market.

8. **LESSOR REPRESENTATIONS REGARDING STATUS OF LEASED PREMISES AND REGULATED ACTIVITIES.** Lessor has made the following determinations and hereby makes the following representations to Lessee with respect to the Leased Premises and adjoining City Hall property outside of the Leased Premises:

A. The Lessor is acting in, and grants this Lease Agreement as part of, its proprietary functions and as owner of the City Hall property, and not in Lessor's governmental licensing or regulatory capacity;

B. The Leased Premises, including the vehicle parking lots, City Hall office access areas and adjoining areas are not a Traditional Public Forum. As such, Lessee shall have the authority, pursuant to this Lease Agreement, to prohibit within the defined Vendor Sales Area:

(1) The solicitation of donations, contributions, payments or any other thing of value by an person or other entity which is not a subtenant of Lessee; and/or

(2) The distribution of brochures, flyers, cards and similar printed materials by any person or other entity which is not a subtenant of Lessee; and or

(3) Any activity or actions by any person or entity determined by Lessee to be a danger to Lessee's subtenants or the general public attending the Farmer's Market or any actions or activities determined by Lessee to be inconsistent with the functions and operations of the Farmer's Market or the rights that Lessee has been granted under this Lease.

Provided, however, the above prohibitions must be established and enforced by Lessee on a non-discriminatory basis and without regard to persons, organizations, the purpose of solicitation or the content of printed materials.

C. Such regulation or prohibition by Lessee shall be applicable only within the Vendor Sales Area as described in this Lease Agreement and as depicted on Exhibit "A".

9. **LESSOR'S RIGHT OF ENTRY.** Lessee shall permit Lessor and the officials, agents, employees and designees of Lessor to enter the Leased Premises at all reasonable times for the purpose of inspecting the Leased Premises. The Sanibel Police Department and all officers thereof shall have unrestricted access to all public areas of the Leased Premises for any law enforcement purpose.

10. **SUBLETTING AND ASSIGNMENT.** Lessee may not sublet the Leased Premises or assign the Lease in whole or in part, except that the Lessee is permitted to contract with private independent vendors, who shall be permitted to temporarily set up and use canopies, tables, and displays for sale of their Farmer's Market goods.

11. **NOTICES.** All notices, demands, or other writings in this Lease provided to be given or made or sent, or which may be given or made or sent, by either party to this Lease to the other, shall be deemed to have been fully given when either hand delivered to the name and location below or deposited in the United States mail by Certified Mail, postage prepaid, and addressed to:

Lessor: City Manager
City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

Lessee: Jean Baer and/or Betsy Ventura
1418 Sandcastle Road
Sanibel, FL 33957

12. **UTILITIES.** Lessor shall make the dumpster depicted on Exhibit "A" available for the use of the Lessee (and such use is anticipated by Lessor and Lessee to be minimal). Any other utilities, if any, shall be provided by the Lessee.

13. **LIENS.** Lessee shall keep all of the Leased Premises free and clear of any and all liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Lessee, any alteration, improvement, or repairs or additions which Lessee may make or permit or cause to be made, or any work or construction, by, for, or permitted by Lessee on or about the Leased Premises, or any obligations of any kind incurred by Lessee. Lessee shall at all times promptly and fully pay and discharge any and all claims on which any lien may or could be based, and shall indemnify Lessor and all of the premises and all buildings and improvements on the premises against all liens and claims of liens and suits or other proceedings pertaining to those liens.

14. **HOLD HARMLESS AND INDEMNIFICATION OF LESSOR BY LESSEE.** Lessor shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by Lessee or any subtenants of Lessee or by any person who may at any time be using or occupying or visiting the Leased Premises or be in, on, or about the Leased Premises, whether the loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or of any occupant, subtenant, visitor, or user of any portion of the Leased Premises, or shall result from or be caused by any other matter or thing. Lessee shall hold harmless and indemnify Lessor against all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death, or damage. The foregoing indemnification shall not apply to loss, injury, death, or damage arising by reason of the sole gross negligence or willful misconduct of the Lessor, its agents, or employees. This indemnification shall be insured, at all times during this Lease, by the Lessee, in amounts provided in Section 16 below, failing which this Lease shall be automatically terminated without further action by the Lessor. The hold harmless and indemnity obligation by Lessee shall not, however, be limited in any way by Lessee's insurance or failure to obtain or keep current insurance coverage. As separate consideration for this indemnity and hold harmless provision, Lessor waives payment in

the amount of $10.00 from Lessee, which shall be considered a reduction in the rental payment resulting in the rent due amount set forth in Section 3 of this Lease Agreement. Lessor and Lessee agree that such consideration is sufficient and is deemed received by Lessee.

15. **REDELIVERY OF PREMISES.** Lessee shall pay the rent and all other sums required to be paid by Lessee under this Lease in the amounts, at the times, and in the manner provided in this Lease, and shall keep and perform all the terms and conditions of this Lease on its part to be kept and performed, and at the expiration or sooner termination of this Lease, Lessee shall peaceably and quietly quit an surrender the premises to Lessor in good order and condition at least equal to the condition existing at the commencement of the Lease Term. In the event of the non-performance by Lessee of any of the covenants set forth in this Lease, this Lease may be terminated as provided in this Lease.

16. **INSURANCE.** Lessee shall maintain in effect, throughout the Lease Term, personal liability insurance covering the Leased Premises and the operations of the Farmer's Market operations in the amount of $1,000,000 for injury to or death of any one person, and $1,000,000 for injury to or death of any number of persons in one occurrence, and property damage liability insurance in the amount of $50,000. This insurance shall specifically insure Lessee against all contractual liability assumed by it under this Lease (including, but not limited to, Section 14 above), as well as liability imposed by law, and Lessor shall be an additional insured on such policy. Such insurance shall be maintained during the entire Lease Term. Lessor shall be provided immediate written notice of any modification or cancellation of the insurance coverage required herein.

17. **NOTICE OF DEFAULT.** For any material breach of this Lease, except for the failure to pay the rent when due or failure to maintain the required insurance coverages which shall constitute an immediate and final default, the Lessee shall not be deemed to be in default under this Lease unless Lessor shall first give to Lessee 3 calendar days written notice of the default and Lessee fails to cure the default within 5 calendar days thereafter. Rent shall be due and shall become delinquent without notice thereof given by Lessor to Lessee.

18. **TERMINATION FOR CONVENIENCE.** Lessor and Lessee agree that Lessor has the right to terminate this Lease for Lessor's sole convenience, with or without cause, upon 14 calendar days written notice to Lessee in accordance with the notice procedures set forth in Section 11 of this Lease.

19. **DEFAULT.** In the event of any material breach of this Lease by Lessee, and following notice as required herein, if any is required, in addition to the other rights or remedies it may have, shall have the immediate right of reentry and may remove the Lessee and all invited or uninvited persons and property from the Leased Premises. Such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Lessee.

20. **WAIVER.** This failure of either party to take action with respect to any breach of any term, covenant, or condition contained in this Lease shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach, or of any other term, covenant, or condition contained in the Lease. The subsequent acceptance of rent under this Lease by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of the preceding breach at the time of acceptance of rent.

21. **MISCELLANEOUS.** The Lease embodies the entire understanding and agreement of the parties concerning the use of the Leased Premises by the Lessee. The Lessee shall not rely upon any prior written agreement or any oral agreement concerning the use of the Leased Premises. No modification or amendment to this Lease shall be valid, unless the same shall be in writing and signed by the authorized representative of each party. In the event that it becomes necessary to use legal process to enforce any terms of this Lease, the prevailing party shall be entitled to reasonable attorney's fees and costs, at all levels of litigation.

22. **LAWS OF FLORIDA.** This Lease, and the rights and obligations of the Lessor and Lessee shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have respectively signed and sealed this Lease the days and year written below.

LESSOR:

CITY OF SANIBEL

BY: _____
Kevin Ruane, Mayor

ATTEST:

BY: _____
Pamela Smith, City Clerk

CITY OF SANIBEL, FLORIDA OFFICIAL CITY SEAL Incorporated Nov. 5, 1974

APPROVED AS TO FORM: _____ 8/28/12
Kenneth B. Cuyler, City Attorney Date

APPROVED FINANCIAL SUFFICIENCY
Sylvia A. Edwards, Finance Director

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 8th day of Sept, 2012 by Kevin Ruane, Mayor of the City of Sanibel, who is personally known to me or produced _____ as identification and who did not take an oath.

(Seal)

_____
Signature of Notary Public

JULIA K GUERNSEY
(Print, type or stamp commissioned Name of Notary Public)

JULIA K. GUERNSEY
Commission # DD 913553
Expires September 10, 2013
Bonded Thru Troy Fain Insurance 800-385-7019

LESSEE:

LOCAL ROOTS, LLC d/b/a
SANIBEL ISLAND FARMER'S MARKET

Carol Reed
Witness #1 Signature
CaROl Reed
Witness #1 Printed Name
Witness #2 Signature
Pamela Smith
Witness #2 Printed Name

BY: Elizabeth Ventura
Printed Name: Elizabeth Ventura
Title: ~~Vice President~~
Manager EFV

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 13th day of AUGUST, 2012 by ELIZABETH VENTURA, the ~~VICE PRESIDENT~~ Manager EFV of Local Roots, LLC d/b/a Sanibel Island Farmer's Market, who is personally known to me or produced FLORIDA DRIVER'S LICENSE as identification and who did not take an oath.

(Seal)

Signature of Notary Public
JULIA K GUERNSEY
(Print, type or stamp commissioned Name of Notary Public)

JULIA K. GUERNSEY
Commission # DD 913553
Expires September 10, 2013
Bonded Thru Troy Fain Insurance 800-385-7019

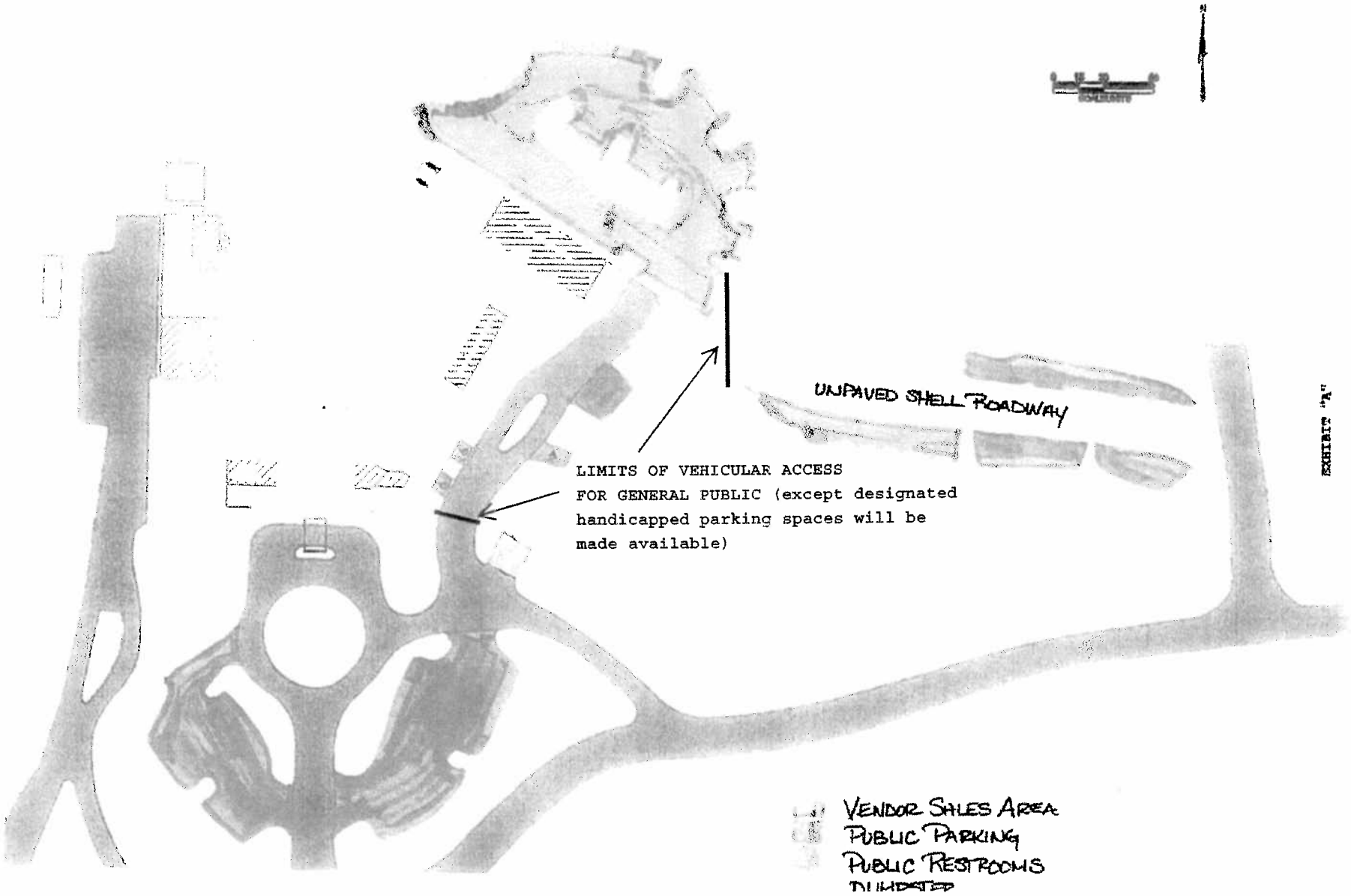
UNPAVED SHELL ROADWAY
LIMITS OF VEHICULAR ACCESS
FOR GENERAL PUBLIC (except designated
handicapped parking spaces will be
made available)
VENDOR SALES AREA
PUBLIC PARKING
PUBLIC RESTROOMS

EXHIBIT "A"

i. **RESOLUTION 13 -048 AUTHORIZING THE CITY MANAGER TO DISPOSE OF OBSOLETE OR SURPLUS FIXED ASSETS; AND PROVIDING AN EFFECTIVE DATE** (Police Department 2004 Ford F-150)

Ms. Zimomra read the titles and Mr. Cuyler noted these resolutions also had approvals and would include

Mayor Ruane moved, seconded by Councilman Harrity, to adopt the above resolutions.

Public Comment
None

The motion carried.

a. Approval of minutes – Revised April 16, 2013 Regular Meeting

c. Approve an amendment to the agreement between the City of Sanibel and Kristine Brown in an amount not to exceed $13,526.50 to provide fitness classes at the Recreation Center and Center 4 Life and authorize the Mayor to execute same

e. Approval of the first of two one-year extensions (November 01, 2013 to April 30, 2014) for the agreement with Local Roots, LLC to continue to operate the Farmers Market at the rear of City Hall, 800 Dunlop Road

h. Approval of a request for a special event to hold the March 04, 08, 11, 15, 18, 22 and 25, 2014 Music Festival Special Event to take place at the Sanibel Congregational Church, 2050 Periwinkle Way (this event is a grandfathered event)

k. Approval of a grant from Tourist Development Council (TDC) for the Lighthouse Beach restroom completion (amending a prior agreement dated November 30, 2010 to provide additional funding for this project) for a project in the total amount of $602,807 and authorizing the Mayor to execute same

l. Approval of a grant from Tourism Development Council (TDC) for Beach Erosion Monitoring in the amount of $80,000 and authorize the Mayor to execute same

m. Award beach park restrooms roof replacements contract to Winfield Contracting, Inc. in the amount of $56,660 **And** Approve same contract with Winfield Contracting, Inc., and authorize City Manager to same (Tourist Development Council funding is available for the project in the FY13 budget)

n. Award beach dune walkover replacement project to Bayshore Construction, Inc., in the amount of $60,913 **And** approve contract with Bayshore Construction, Inc., and authorize City Manager to execute same (Tourist Development Council (TDC) funding in the amount of $71,000 is available for the project)

o. Award 2013 Sanibel River clearing project to Canoe Adventures, Inc., in the amount of $65,000 **And** Approve a contract with Canoe Adventures, Inc., and authorize City Manager to execute same (The FY-13 Public Works Streets budget (Fund 101) includes $100,000 for this project)

r. Request from the Friends of Don to co-sponsor the Independence Day parade and waive the Special Events application fee (This is a grandfathered event)

Mayor Ruane moved, seconded by Councilman Denham, to approve the above.

Public Comment
Steve Maxwell asked if items were being adopted through item (r). He stated this was an ongoing project of item o.

Ms. Zimomra noted that this project was completed a third at one time with a bidding process

Mr. Williams, Public Works Director spoke to:

- Section 6 Tarpon Bay to Island Inn
- Section 7 Island Inn to Rabbit Road
- Section 8 Rabbit Road to Gulf Pines
- Gulf Pines to Rue Bell Mer
- The above the portion for clearing this year

Discussion endued regarding a bidding process.

The motion carried

Council recessed at 10:32 a.m.

Council reconvened at 10:45 a.m.

OLD BUSINESS
Water Quality
Update relative to the citizen fertilizer educational program
Councilman Denham spoke to moving forward and concern about the funding.

Redevelopment Next Steps
Memorandum from Director Jim Jordan regarding Land Development Code Amendments
Ms. Zimomra noted Council having a workshop on May 21, 2013 the packet included a summary and recommendations to refer to the Planning Commission. She noted that staff's position was to bring back the grandfathering, setbacks and non-conformining structure July 16th. She further noted that there was consensus of culture core and preliminary analysis and the next step was a master plan, sample contract from the City of Tampa and at Council's direction solicited a general proposal and direction.

Mr. Roy Gibson, Acting Planning Director spoke to the following:

- Permitted Uses – Require a code amendments

Discussion ensued regarding to make permitted uses, Planning Commission should evaluate for a consent agenda, handing off to the Planning Commission, staff support and bring back on the consent agenda, council approve, then go back to the Planning Commission, Mr. Gibson review and consideration of new permitted uses and language to be added to the code and any new uses would be added to the code thru a consent agenda item. Council, planning department, pc, draft ordinance, then to City Council for adoption, over 100 permitted uses, any current existing business that do not fall within the code, Mr. Gibson stated a number of uses to use determination or interpretation, not been updated, how to defined and moving forward same type of business, how would the determination be done, Mr. Gibson type of business in a new category, artist gallery and studio, one include, one is not, need a clarification of permitted use, video arcade and what constitutes same, review currently permitted, intensity and compatibility. Planning Commission review and present finds to City Council, not change since 1985, try to capture intended businesses, more streamline, allow pc to do the heavy vetting, why would staff bring it to cc first, looking at section 86-43 with lengthy discussion, find a different way to be more efficient, current way, Council, order to pc, pc discussion, then to cc, pc should have enough direction from cc, cc establish guideline and forward to Planning Commission, had prior legislation that cc and pc was on same page, pc did not follow, give clear direction to Planning Commission then to City Council, ability for a consent agenda