



CITY OF ANNA MARIA

P.O. Box 779, 10005 Gulf Drive, Anna Maria, FL 34216
Phone (941) 708-6130 Fax (941) 708-6134

AGENDA

APRIL 9, 2020 AT 2:00 P.M.
CITY COMMISSION MEETING

DUE TO THE COVID-19 PANDEMIC AND PURSUANT TO GOVERNOR'S EXECUTIVE ORDER #20-69, THIS COMMISSION MEETING IS BEING HELD USING TELECOMMUNICATIONS MEDIA TECHNOLOGY ONLY. PUBLIC ATTENDANCE BY TELEPHONE ONLY.

TO ATTEND YOU MUST:

Dial in using your phone.

United States: **+1 (872) 240-3212**

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OUT OF COURTESY TO OTHERS, PLEASE MUTE YOUR PHONE WHEN NOT SPEAKING.

Pledge of Conduct: We may disagree, but we will be respectful of one another. We will direct all comments to the issues. We will avoid personal attacks.

CALL TO ORDER

PLEDGE TO THE FLAG

ROLL CALL

SPECIAL MEETING


General Public Comment regarding non-agenda items and items not scheduled for future agendas will be taken at the beginning of the meeting with a limitation of three minutes. The Commission's intent is that General Public comment is to be used for the public to inform the Commission of new issues within the City. Public Comment regarding agenda items will be taken with each agenda item with a limitation of three minutes.

1. General Public Comment
2. Ordinance 20-862 Signs - Vose
3. Building Moratorium Status – Mayor
4. City Pier Opening and Memorial Day Event - Mayor
5. Mayor's Comments
6. Commissioners Comments
7. City Attorney Comments

8. Staff Comments

9. **CONSENT AGENDA: The following items are considered routine in nature and should be considered in a single motion. Items which warrant individual discussion should be removed from this list prior to the motion to adopt. Such items will be discussed separately.**
 - a. Approve Minutes: Regular Meeting: 3/26/2020
 - b. Bins Be Clean Agreement
 - c. Appointment of Maureen Cote to the Planning and Zoning Board – Mayor

Press Comment
Adjournment

 (FSS 286.26) IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATE STATUTES, PERSONS WITH DISABILITIES NEEDING SPECIAL ASSISTANCE TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK FOR ASSISTANCE AT LEAST THREE BUSINESS DAYS PRIOR TO THE MEETING (941) 708-6130. SHOULD ANY INTERESTED PARTY SEEK TO APPEAL ANY DECISION MADE WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, THEY WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS BE MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

ORDINANCE NO. 20-862

AN ORDINANCE OF THE CITY OF ANNA MARIA, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANNA MARIA, FLORIDA, BY REPLACING THE EXISTING CHAPTER 98, "SIGNS" WITH A NEW CHAPTER 98, "SIGNS"; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ANNA MARIA, FLORIDA, AS FOLLOWS:

SECTION 1. Chapter 98, "Signs", of the Code of Ordinances of the City of Anna Maria, Florida, is hereby replaced to read as follows:

Chapter 98 – SIGNS

ARTICLE I. - IN GENERAL

Sec. 98-1. - Purpose of chapter.

(a) The purpose of this chapter is to establish standards for the fabrication, erection and use of signs, symbols, markings and advertising devices within the city. These standards are designed to protect and promote the public welfare, health and safety of persons within the community, and to aid in the development and promotion of personal expression and business by providing sign regulations which encourage aesthetic creativity, effectiveness and flexibility in the design and use of such devices, without creating detriment to the general public. It is acknowledged that due to court decisions, the prior version of this sign code potentially could have been found invalid, and the amendments reflected in this chapter are intended to conform to changes in the law with the goal of content neutrality.

(b) This chapter authorizes the use of signs provided they are:

- (1) Compatible with their surroundings, pursuant to the objectives of proper design and zoning amenities.
- (2) Designed, installed and maintained to meet the sign user's needs while at the same time promoting the pleasant environment desired by the general public.
- (3) Designed, constructed, installed and maintained in such a manner that they do not endanger public safety or traffic safety.
- (4) Legible, readable and visible in the circumstances in which they are used.

- 46 (5) Respectful of the reasonable rights of other displayers of signs whose messages are
47 displayed.
48

49 **Sec. 98-2. - Definitions.**
50

51 The following words, terms and phrases, when used in this chapter, shall have the meanings
52 ascribed to them in this section, except where the context clearly indicates a different meaning:
53

54 *Area of sign* means the area of the largest single face of the sign within a perimeter which
55 forms the outside shape, including any frame, or forms an integral part of the display, but excluding
56 the necessary supports or uprights on which the sign may be placed. If the sign consists of more
57 than one section or module, all areas will be totaled. Where poster panels or bulletins are installed
58 back to back, one face only is considered as area. If there is a difference, the larger face will be
59 counted.
60

61 *Billboard* means an outdoor sign of one of the following three main types, or any other
62 outdoor sign similar thereto:
63

- 64 (1) Poster panels or bulletins normally mounted on a building wall, roof or freestanding
65 structure with advertising copy in the form of pasted paper or film.
66
67 (2) Multiprism signs alternating advertising messages on one displayed area.
68
69 (3) Painted bulletins, where the message is painted directly on the background of a wall-
70 mounted, roof or freestanding display area.
71

72 *Building face or wall* means all window and wall area of a building in one plane or elevation.
73

74 *Building frontage* means the linear width of a building facing the right-of-way or the linear
75 length of the right-of-way facing the building, whichever is smaller.
76

77 *Construction site* means a location in the city which is subject to a currently valid building
78 permit issued by the city. Once a Certificate of Occupancy or Certificate of Completion has been
79 issued for a location, such location shall no longer be considered a construction site.
80

81 *Empty lot* means a lot or parcel in the city which has no structure located thereon and is not a
82 construction site.
83

84 *Erected* means attached, altered, built, constructed, reconstructed, enlarged or moved, and
85 shall include the painting of wall signs, but does not include copy changes on any sign.
86

87 *Height of sign* means the vertical distance measured from the adjacent street grade or upper
88 surface of the street curb to the highest point of the sign.
89

90 *Nonconforming sign* means any sign which was lawfully erected and maintained prior to such
91 time as it came within the purview of this chapter and which fails to conform to all applicable

92 regulations and restrictions of this chapter, or a nonconforming sign for which a special permit has
93 been issued.

94
95 *Permanent sign* means a sign which is intended to remain in its location for a permanent or
96 indefinite period of time.

97
98 *Painted wall sign* means a sign painted directly on the exterior wall of a building.

99
100 *Portable sign* means any sign not permanently attached to the ground or a building.

101
102 *Property or premises means* a single address, or if two or more addresses are joined for
103 purposes of one use, then that collective group of addresses shall be considered to be one property
104 or premises.

105
106 *Sign* means any identification, description, illustration, symbol, statue or device, illuminated
107 or non-illuminated, which is visible from any public place, designed to advertise, identify or
108 convey information, including any landscaping where letters or numbers are used for the purpose
109 of directing the public's attention to a product or location, with the exception of window displays,
110 house numbers, garden décor, holiday decorations murals, designated construction site signs
111 pursuant to F.S. 810.09, and flags. For the purpose of removal, the term "sign" shall also include
112 all sign structures.

113
114 *Temporary sign* means a sign that is intended to remain in its location for either of the
115 following:

116
117 (a) during a period of time before a particular event when the date of the particular event is
118 known at the time the sign is erected (hereinafter "Predictable Event"). Examples of a
119 Predictable Event ~~n-event or occurrence the date of which is predictable or known,~~ shall
120 be such things as an election, a bake sale, a grand opening, a wedding, a parade, a birthday
121 celebration, a church bazaar, etc.; or

122
123 (b) during a relevant period of time related to a particular event or time when the particular
124 event is not predictable at the time the sign is erected (hereinafter "Unpredictable
125 Event"). Examples of an Unpredictable ~~E~~event ~~or occurrence the date of which is not~~
126 ~~predictable at the time the sign is erected,~~ shall be such things as when a property is sold
127 or rented, the time before the birth of a baby or the birth of pets, etc.

128
129 **Sec. 98-3. - Consent of property owner required.**

130
131 No person shall erect, construct or maintain any sign upon any property or building without
132 the consent of the owner or person in possession of the property or building, if any, or their
133 authorized representatives. For purposes of this ordinance, the term *person in possession* shall
134 mean a person who is entitled to possession for a period of six (6) months or longer.

135
136 **Sec. 98-4. - Use of vehicles for signs.**

137

138 (a) No person shall operate or park any vehicle or trailer on a public right-of-way or public
139 property so as to be visible from a public right-of-way, which has attached thereto or located
140 thereon any sign for the primary purpose of directing people to a business or activity located on
141 the same or nearby property or any other premises.

142
143 (b) This section is not intended to prohibit a sign attached to or lettered on a motor vehicle unless
144 the primary purpose of such vehicle is for such advertising or direction of people.

145
146 **Sec. 98-5. - Abandonment.**
147

148 No person shall abandon any sign anywhere in the city.

149
150 **Sec. 98-6. - Prohibited signs.**
151

152 The following types of signs are expressly prohibited, except as otherwise provided by this
153 chapter:

154
155 (1) Other than a governmentally placed traffic control device, any animated and intensely lighted
156 sign which is animated by means of flashing, scintillating, blinking or traveling lights or any other
157 means not providing constant illumination, or any sign which is rapidly pulsating, or which has
158 flashing or vibrating lights; however, an electric sign may have a simple on-and-off lighting
159 sequence if the sign is not otherwise animated or pulsating in character.

160
161 (2) Billboards or other signs exceeding 16 square feet of area of sign except for signs existing or
162 permitted prior to October 15, 2011.

163
164 (3) Exterior signs which are made using electrified luminous tube lights that contain rarefied neon
165 or other gases.

166
167 (4) Signs which are visible from a public way, tacked, posted or otherwise affixed on trees, poles,
168 posts, fences or other structures, other than a governmentally placed sign placed for a governmental
169 function.

170
171 (5) Any sign or any portion thereof which moves or assumes any motion constituting a
172 nonstationary or non-fixed condition.

173
174 (6) Any sign placed on any curb, sidewalk, post, pole, hydrant, bridge, tree or other surface
175 located on any property or over or across any street or public thoroughfare, other than a
176 governmentally placed sign placed for a governmental purpose.

177
178 (7) Miscellaneous signage - Banners, pennants, searchlights, twirling signs, sidewalk or curb
179 signs, balloons or other gas-filled figures.

180
181 (8) Signs which bear or contain statements, words or pictures of an obscene or pornographic
182 character.

183

184 (9) Signs which are painted on or attached to any fence, or to any wall or structure (other than
185 structures for permitted signs) which is not structurally a part of a building, except for signs
186 specifically permitted under this Chapter.

187
188 (10) Signs which operate or employ any stereopticon or motion picture projection or media in
189 conjunction with any advertisements, or have visible moving parts or give the illusion of motion.

190
191 (11) Signs which emit audible sound.

192
193 (12) Signs which purport to be, or are an imitation of, or resemble, an official traffic sign or
194 signal.

195
196 (13) Signs which, by reason of their size, location, movement, content, coloring or manner of
197 illumination, may be confused with or constructed as a traffic control sign, signal or device, or the
198 light of an emergency or road equipment vehicle, or which hide from view any traffic or street sign
199 or signal or device.

200
201 (14) Window signs covering more than 20 percent of each window.

202
203 (16) A-frame sandwich boards.

204
205 (17) Signs whose informational content can be changed or altered by manual or electric, electro-
206 mechanical or electronic means (i.e. changeable copy signs and signs with light-emitting diode
207 (LED) displays) are prohibited in all zone districts except the PSP and PRA zone districts.

208
209 (18) Electronic billboards.

210
211 (19) Any sign with lighting that is not in conformance with the requirements of Chapter 14,
212 Article II, Sea Turtles.

213
214 Otherwise prohibited signs may be specifically permitted by the city commission, at the reasonable
215 discretion of the city commission, for special events upon application to and approval of the special
216 event along with a detailed description of the sign(s) desired that is(are) otherwise prohibited,
217 along with other relevant information such as the locations(s) and numbers of such signs.

218
219 (20) Portable signs.

220
221 **Sec. 98-7. – Empty lot sign.**

222
223 An empty lot shall only be permitted to have one (1) temporary sign on the empty lot which shall
224 be no larger than four (4) square feet and located in view of a street or streets, but no closer than
225 ten (10) feet from the right of way. No permit shall be required for such sign. Permanent signs are
226 not permitted on empty lots. No other sign, whether exempt or not, shall be allowed on an empty
227 lot. Empty lot signs must be placed parallel to main thoroughfare and must be one-sided signs.

228
229 **Sec. 98-8. - Legal nonconforming signs/Grandfathering.**

230

231 (a) *Signs eligible for characterization as legal nonconforming signs.* Any permanent and non-
232 movable sign located within the city limits on February 28, 1984, or on January 1, 2020, which
233 does not conform with the provisions of this chapter is eligible for characterization as a legal
234 nonconforming sign, if the sign was in compliance with applicable law or ordinances on either of
235 those dates.

236

237 (b) *Loss of legal nonconforming status.* A legal nonconforming sign shall immediately lose its
238 legal nonconforming designation if:

239

240 (1) The sign is altered in any way in structure which makes or tends to make the sign less
241 in compliance with the requirements of this chapter than it was before the alteration.

242

243 (2) The sign structure is relocated to a position making it less in compliance with the
244 requirements of this chapter.

245

246 (3) The sign, except for copy on a changeable copy sign, is replaced.

247

248 On the happening of any one of things described in subsection (1), (2) or (3) of this subsection, the
249 sign shall be immediately brought into compliance with this chapter, with a new permit secured
250 therefor if required, or shall be removed.

251

252 (c) *Sign maintenance and repair.* Nothing in this section shall relieve the owner or user of a legal
253 nonconforming sign or owner of the property on which the legal nonconforming sign is located
254 from the provisions of this chapter regarding safety, maintenance and repair of signs contained in
255 this chapter; provided, however, that any repainting, cleaning and other normal maintenance or
256 repair of the sign or sign structure shall not modify the sign structure in any way which makes it
257 more nonconforming. If a nonconforming sign is damaged to the extent that the cost to repair it is
258 50% or more of the cost to purchase a conforming replacement sign, the sign must be brought into
259 conformance.

260

261 **Sec. 98-9. - Maintenance; removal.**

262

263 (a) *Maintenance and repair.* Every sign shall comply with the construction standards of the
264 building code adopted in section 74-31 and shall be maintained in a safe, presentable and good
265 structural material condition at all times, including the repair or replacement of defective parts,
266 painting, repainting, cleaning and the acts required for the maintenance of the sign. The building
267 official shall require compliance with all standards of this chapter. If the sign does not comply with
268 adequate safety and maintenance standards, the building official may initiate enforcement
269 proceedings to compel compliance with the standards of this chapter.

270

271 (b) *Abandoned signs.* Except as otherwise provided in this chapter, any sign which is located on
272 property which becomes vacant and unoccupied for a period of three months or more, or any sign
273 which pertains to a time, event or purpose which no longer applies, shall be deemed to have been
274 abandoned, except for signs that are being used for a purpose related to the fact that the property
275 is vacant and unoccupied such as a for sale or for lease sign. Permanent signs applicable to a

276 business or property temporarily suspended because of a change of ownership or management of
277 such business shall not be deemed abandoned unless the property remains vacant for a period of
278 six months or more. Abandoned signs shall be removed by the owner of the premises on which the
279 sign is located. Intermittent use of a property shall prevent a sign from being considered to be
280 abandoned.

281
282 (c) *Dangerous or defective signs.* No person shall maintain or permit to be maintained on any
283 premises owned or controlled by him any sign which is in a dangerous or defective condition. Any
284 such sign shall be removed or repaired by the owner of the premises or the owner of the sign. Upon
285 failure of the owners to remove or repair a dangerous or defective sign, the building official may
286 initiate proceedings to compel compliance with this chapter; provided, however, if a dangerous or
287 defective sign presents an immediate danger to persons or property, as reasonably determined by
288 the building official at his reasonable discretion, the building official may take such actions,
289 including but not limited to the removal of the dangerous or defective sign or part(s) of it, as the
290 building official deems appropriate to protect the public.

291
292 (d) *Unlawful signs.* No person shall erect or permit to be erected any sign which does not comply
293 with the provisions of this chapter.

294
295 (e) *Removal of signs by city.* The building official shall initiate proceedings by the city's code
296 enforcement magistrate to require any sign to be removed that endangers the public safety such as
297 an abandoned, dangerous, or materially, electrically or structurally defective sign, or a sign for
298 which no permit has been issued, or a sign which is otherwise illegal under this code. Signs located
299 on city property or on city rights-of-way may be removed without resorting to the magistrate.

300
301 **Sec. 98-10. - Conflicting provisions.**
302

303 If any portion of this chapter is found to be in conflict with any other provision of this Code,
304 the provision which establishes the higher standard shall prevail.

305
306 **Sec. 98-11. - Maintenance of signs; order to repair sign.**
307

308 Every sign in the city, including any sign exempted from normal permit requirements, shall
309 be maintained in good structural condition at all times, and shall be kept neatly painted, including
310 all parts and supports. The building official shall have the authority to order the painting, repair,
311 alteration or removal of signs which become dilapidated or are abandoned, or which constitute a
312 physical hazard to the public safety; provided, however, signs that are damaged by a sudden
313 occurrence may be repaired without the necessity of a permit for such repair.

314
315 **Sec. 98-12. - Authority of enforcement officer regarding dangerous signs.**
316

317 The building official may declare any sign unlawful if it endangers public safety by reason of
318 inadequate maintenance, dilapidation or abandonment. Any such declaration shall state the reasons
319 of the building official for stating that any sign owned, kept, displayed or maintained by any person
320 within the city is unlawful pursuant to the provisions of this chapter, and such sign is hereby
321 declared to be in violation of this chapter.

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Sec. 98-13. - Compliance with building regulations.

All signs shall comply with the appropriate detailed provisions of the city building codes and ordinances and code provisions relating to design, structural members and connections. Signs shall also comply with the provisions of the electrical code and the additional construction standards set forth in this chapter.

Sec. 98-14. - Obstruction of exits.

No sign shall be erected, constructed or maintained so as to obstruct any fire escape, required exit, window or door opening used as a means of egress.

Sec. 98-15. - Obstruction of ventilation.

No sign shall be attached in any form, shape or manner which will interfere with any opening required for ventilation, except that such signs may be erected in front of and may cover transom windows when not in violation of the provisions of the building or fire prevention code or provisions of this Code.

Sec. 98-16. - Clearance from power lines and utility guy wires.

Signs shall be located not less than eight feet horizontally or 13 feet vertically from overhead electrical conductors which are energized in excess of 750 volts. Signs located in the vicinity of electrical conductors energized with less than 750 volts shall maintain horizontal or vertical clearances from all overhead electrical conductors in accordance with the specifications of the electrical code. However, in no case shall a sign be installed closer than 36 inches horizontally or vertically from any electrical conductor or public utility guy wire.

Sec. 98-17. - Electric signs.

All electric signs shall conform to the standards of the electrical code. The full number of illuminating elements thereof shall be kept in safe and working condition, or immediately repaired or replaced if faulty. Signs that are only partially illuminated shall meet all electrical requirements for that portion directly illuminated. All electric signs shall have a disconnect switch located in accordance with the provisions of the building code.

Sec. 98-18. - Anchoring.

Signs shall be anchored to prevent any lateral movement that would cause wear on supporting members or connections. No sign shall be suspended by chains or other devices that will allow the sign to swing due to wind action, unless specifically designed by means of bearings or other methods approved to allow for movement.

Sec. 98-19. - Compliance with the signage regulations.

368 Any modification, except for sign maintenance and repair, of an existing nonconforming sign,
369 requiring a sign permit (e.g., change of sign face, structure modifications, etc.) shall be brought
370 into compliance with the current sign regulations.

371
372 **Sec. 98-20. - Substitution clause.**
373

374 The regulations set forth in chapter 98, signs, shall be interpreted such that non-commercial
375 copy may be substituted for commercial copy wherever the same appears.
376

377 **Secs. 98-21.—98-30. - Reserved.**
378

379 **ARTICLE II. – PERMITS**
380

381 **Sec. 98-31. – Permits required.**
382

383 Except as otherwise provided in this chapter, it shall be unlawful for any person to erect,
384 construct, enlarge, move or convert any sign in the city, or cause such acts to be done, without first
385 obtaining a sign permit for each such sign from the building official as required by this article.
386 These directives shall not be construed to require any permit for a change of copy on any sign, or
387 for the repainting, cleaning and other normal maintenance or repair of a sign or sign structure for
388 which a permit has previously been issued, so long as the sign or sign structure is not modified in
389 any way. No new permit is required for signs which have permits and which conform to the
390 requirements of this chapter on February 28, 1984, unless and until the sign is altered or relocated.

391
392 **Sec. 98-32. - Application.**
393

394 Application for a permit under this article shall be made to the building official upon a form
395 provided by the building official and shall be accompanied by such information as may be required
396 to ensure compliance with all appropriate laws and regulations of the city, including:

- 397
398 (1) The name and address of the owner of the sign.
399
400 (2) The name and address of the owner or the person in possession of the premises where the sign
401 is located or to be located.
402
403 (3) Clear and legible drawings with a description definitely showing the location of the sign which
404 is the subject of the permit and all other existing signs whose construction requires permits, when
405 such signs are on the same premises.
406
407 (4) Drawings showing the dimension, construction supports, sizes, foundation, electrical wiring
408 and components, and materials of the sign and method of attachment and character of structural
409 members to which attachment is to be made. The design, quality, materials and loading shall
410 conform to the requirements of all applicable building provisions and codes. If required by the
411 building official, engineering data shall be supplied on plans submitted certified by a duly licensed
412 structural engineer.
413

414 **Sec. 98-33. - Issuance.**
415

416 (a) The building official shall issue a permit for the erection, alteration or relocation of a sign
417 within the city when an application therefor has been properly made and the sign complies with
418 all appropriate laws, ordinances and code provisions.
419

420 (b) If the building official is not certain that any proposed sign which requires a sign permit meets
421 all of the requirements of this chapter, he shall submit such request for a sign permit to the Planning
422 and Zoning Board for its decision on the issuance of the sign permit. A decision by the Planning
423 and Zoning Board may be appealed within 30 days to the City Commission, and the decision of
424 the City Commission shall be final.
425

426 **Sec. 98-34. - Expiration.**
427

428 Any sign permit issued by the building official shall become null and void if the sign is not
429 installed within one year after the issuance of the permit.
430

431 **Sec. 98-35. - Suspension or revocation.**
432

433 The building official may, in writing, suspend or revoke a permit issued under provisions of
434 this article whenever the permit is issued on the basis of a misstatement of material fact or fraud.
435 When a sign permit is denied by the building official, he shall give written notice of the denial to
436 the applicant, together with a brief written statement of the reasons for the denial.
437

438 **Sec. 98-36. - Permit not to constitute permission for maintenance of unlawful sign.**
439

440 No permit for a sign issued under this article shall be deemed to constitute permission or
441 authorization to maintain an unlawful sign, nor shall any permit issued under this article constitute
442 a defense in an action to abate an unlawful sign.
443

444 **Sec. 98-37. - Appeals.**
445

446 (a) *Appeal of failure to take action on permit within 30 days.* The failure of the building official
447 to either formally grant or deny a sign application within 30 days of the date an application meeting
448 the requirements of this chapter is filed shall be grounds for appeal to the city commission.
449

450 (b) *Appeal of denial of permit.* Appeal may be taken to the planning and zoning board from the
451 denial of a sign permit by the building official, and an appeal of a decision of the planning and
452 zoning board shall be to the city commission, which decision shall be final.
453

454 **Sec. 98-38. - Operations not requiring permit.**
455

456 The following operations shall not be considered as creating a sign insofar as requiring the
457 issuance of a sign permit, but the signs must be in conformance with all other building, structural
458 and electrical codes, chapter 114, pertaining to zoning, and other provisions of this Code:
459

460 (1) Changing of the advertising copy or message on an existing approved painted or printed sign,
461 marquee, changeable copy sign or similar approved sign, whether electrical, illuminated, an
462 electronic changing message center or a non-illuminated painted message, which are all
463 specifically designed for the use of replaceable copy.

464
465 (2) Painting, repainting, cleaning or other normal maintenance and repair of a sign not involving
466 structural changes. Replacement of the plastic face will be included as an exempt operation
467 provided that it is due to a change caused by breakage or deterioration of the face.

468
469 (3) Changes in the content of show window displays and permitted temporary signs.

470

471 **Sec. 98-39. - Exempt signs.**

472

473 The following shall not require a sign permit, but must conform to all other building,
474 structural and electrical codes, chapter 114, pertaining to zoning, and other provisions of this Code:

475

476 (1) *Sign at construction site.* Only one sign on each construction site not exceeding four square
477 feet in area of sign, provided that such sign complies with Articles III or IV, as applicable, of these
478 regulations. In the event there is a violation of this restriction on construction site signage, the
479 city shall not conduct any building inspection while such violation is present. No Certificate of
480 Occupancy or Certificate of Completion shall be issued by the city unless and until any
481 construction site sign has been removed from the site.

482

483 (2) *Flags.* Provided, however, flags shall not be permitted at construction sites or on empty lots.

484

485 (3) Signs placed on the public right-of-way or on public property by or on the order of a public
486 officer in the performance of his public duty.

487

488 (4) In addition to any other permitted sign hereunder, one sign, not exceeding two square feet in
489 area, shall be permitted for each residential building or unit when the sign is attached to the
490 structure.

491

492 (5) This ordinance shall not regulate signs located within the interior of any building or stadium,
493 or shopping center, or within an enclosed lobby or court of any building, and signs for and located
494 within the inner or outer lobby, court or entrance of any theater. This does not, however, exempt
495 such signs from the structural, electrical or material specifications as set out in this Code.

496

497 (6) Signs not to exceed 4 square feet engraved into the masonry surface or inlaid into the structure
498 and made of bronze or other incombustible material, or plaques fasten directly to the building.

499

500 (7) *Bulletin boards.* Bulletin boards not over 24 square feet in area when they were in existence
501 as of September 1, 2019.

502

503 ~~(8) *Plaques.* Plaques not more than 2½ square feet in area which are fastened directly to the~~
504 ~~building.~~

505

506 ~~(89)~~ *Legally required or sanctioned signs.* Signs required or specifically authorized for a public
507 purpose by any law, statute, ordinance, or resolution which may be of any type, number, area,
508 height above grade, location, illumination or animation required by the law, statute, ordinance or
509 resolution under which the signs are erected.

510
511 ~~(940)~~ *Signs in display windows.* Signs in the display window of a business use which are
512 incorporated with a display.

513
514 ~~(1044)~~ *Temporary signs for Predictable Events.* One temporary sign not exceeding four square
515 feet in area pertaining to a Predictable Events, provided that such signs ~~is~~are posted only during
516 the event and no more than seven (7) days before the event and ~~is~~are removed no more than two
517 (2) days after the event. The city commission may grant a temporary permit for signs or banners
518 over a street or public way. The number of temporary signs of any kind on a property shall be
519 unlimited 30 days prior to a public election held in the city. This subsection does not address
520 temporary signs otherwise controlled by a special event permit. At no time shall there be more
521 than one sign for an event, whether it is for a Predictable Event or an Unpredictable Event.

522
523 (11) Temporary signs for Unpredictable Events. One temporary sign not exceeding four square
524 feet in area pertaining to an Unpredictable Event, provided that such sign is removed no more than
525 two (2) days after the event. The city commission may grant a temporary permit for signs or
526 banners over a street or public way. The number of temporary signs of any kind on a property shall
527 be unlimited 30 days prior to a public election held in the city. This subsection does not address
528 temporary signs otherwise controlled by a special event permit. At no time shall there be more
529 than one sign for an event, whether it is for a Predictable Event or an Unpredictable Event.

530
531
532 **Secs. 98-40—98-60. - Reserved.**

533
534 **ARTICLE III. REGULATIONS - RESIDENTIAL**

535
536 **Sec. 98-61. – Permanent signs in residential districts.**

537
538 Unless otherwise allowed in this chapter, the following criteria shall govern the placement
539 and size of signs in residential districts:

540
541 (1) No more than one permanent sign shall be placed upon a property or premises. Balloons,
542 streamers, or similar attention attracting items may not be attached to the sign.

543
544 (2) The maximum size of a sign shall be four square feet (single surface) and the sign body shall
545 be oriented parallel to the street and located no closer than ten feet from the right of way. Signs
546 shall be one-sided only. The maximum height of the sign shall be three feet from the surrounding
547 grade, except that signs affixed to the façade of the house may be any height, but not on the roof
548 or above the roofline. Fixed attachments or information boxes are not allowed. Persons desiring to
549 install signs in excess of four square feet as provided in this section may apply for sign permits
550 pursuant to section 98-32.

551

552 (3) The sign shall be non-moving free-standing, and securely anchored into the ground with a
553 metal frame.

554
555 (4) Colors shall not be florescent.

556
557 **Sec. 98-74. - Signs, special exception - commercial.**
558

559 (a) A property owner may apply for a special exception from the requirements of section 98-61,
560 permanent signs in residential districts. The intent of this special exception provision is to allow
561 equitable adjustment of said provisions to allow an applicant to have the same sign exposure as
562 other sign owners that are in compliance with the sign provisions of the Code.

563
564 (b) A special exception from the requirements of section 98-61, permanent signs in residential
565 districts, shall not be granted by the Planning and Zoning Board unless and until a written request
566 for a sign special exception has been submitted demonstrating the following standards:

567
568 (1) That special conditions and circumstances exist such as, but not limited to, building
569 orientation, vehicular circulation or vision obstruction (excluding landscaping) that
570 are peculiar to the lot or parcel or structure that create a site specific justification for
571 the exception; and

572
573 (2) That a literal interpretation of the provisions of section 98-61, permanent signs in
574 residential districts, would deprive the property owner of rights commonly enjoyed
575 by other property owners of lands or structures of similar character;

576
577 (3) That the special conditions and circumstances do not result from the action of the
578 applicant; and

579
580 (4) That the sign special exception request is the minimum measure needed to address the
581 special conditions and circumstances that justify the special exception; and

582
583 (5) That the sign special exception will be in harmony with the general purpose and intent
584 of this chapter and will not be injurious to the neighborhood, or surrounding property,
585 and will not otherwise detrimental to safe and convenient use of nearby rights-of-
586 way.

587
588 The relief granted shall be limited to such relief necessary to allow the applicant to have the same
589 sign exposure as other sign owners with the applicant's type of sign. Other granted special
590 exceptions shall not be used in this comparison.

591
592 (c) The applicant shall have the burden of proof which shall include the burden of going forward
593 with the evidence and the burden of persuasion on all issues which are to be determined by the city
594 governing body.

595
596 (d) The planning and zoning board may grant a sign special exception different than that requested
597 by the property owner. Further, the planning and zoning board may limit or prohibit other signage

598 within the lot or parcel which might otherwise be allowed as a condition to granting a sign special
599 exception.

600
601 (e) If the circumstances giving justification for an approved sign special exception no longer
602 exists, the planning and zoning board may request removal of such approved sign.

603
604 (f) When the planning and zoning board considers a sign special exception, notice of the meeting
605 shall be placed in a newspaper of general circulation at least ten calendar days prior to such
606 meeting.

607
608 (g) The processing fee for a sign special exception shall be set by resolution.
609

610 **Secs. 98-62 – 98-69. - Reserved.**

611
612 **ARTICLE IV. REGULATIONS - COMMERCIAL**

613
614 **Sec. 98-70. – Signs on business/commercial properties.**
615

616 The following specifications shall apply to signs at the site of business operations, including
617 without limitation signs erected in C-1 and ROR zoned premises:

618
619 (1) Each separate address housing one or more legal existing commercial use(s) shall be permitted
620 a single sign. Such sign shall have an area not exceeding an overall outside dimension of 16 square
621 feet, plus a three-inch frame. If a new address is created by the splitting of an existing location for
622 an address or otherwise, no additional sign for that new address shall be allowed without the
623 specific approval of the city planner. In making the determination as to whether an additional sign
624 should be allowed, the city planner shall consider the following factors with the goal being to allow
625 an additional sign for a new address unless the allowance of such additional sign would cause
626 undue congestion of signs in the immediate area: a) the number of existing signs in the immediate
627 area; b) the area of the commercial space constituting the new address; c) whether the business
628 located at the new address is affiliated with the business at another adjacent address; and d) the
629 feasibility of the new address sharing a sign with an adjacent address. The written determination
630 of the city planner hereunder may be appealed in writing by any interested party within twenty
631 (20) days after the written determination. Such appeal shall be to the Planning and Zoning Board,
632 and that board's decision shall be final, and only appealable as provided by Florida law.

633
634 (2) No sign or sign structure, or part thereof, shall exceed 12 feet in height above the ground, or
635 the roofline of the building, whichever is lower, or exceed five feet in width.

636
637 (3) On a parcel of property that contains two or more separate business entities, such parcel shall
638 have the following options regarding erection of signs:

- 639
640 a. Each business may erect one wall sign or overhang sign not to exceed ten square feet.
641 Wall signs shall be painted directly on the building or attached to the building and
642 supported throughout the entire length of the facade of the building; or
643

644 b. Each business may erect one sign for the entire parcel of property not to exceed four
645 square feet and placed on the main freestanding sign structure, and each individual
646 business may have one door sign not to exceed three square feet for each customer
647 entrance not to exceed two customer entrances per business.

648
649 (4) Any freestanding sign on the premises which is not attached to the building must be limited
650 in size to an area of 16 square feet in dimension plus a three-inch frame.

651
652 (5) A board may be erected at or near the main entrance and shall not exceed four square feet in
653 size. If the board is a free standing sign, the sign shall not exceed five feet in height above the
654 surrounding grade.

655
656 (6) Signs shall not use day glow or neon type colors.

657
658 **Sec. 98-71. - Other signs.**

659
660 (a) The following specifications shall apply to other signs on C-1 or ROR zoned properties:

661
662 (1) Both the design and location of such signs must be approved by the planning and zoning
663 board, which shall examine the application for the sign permit and materials accompanying each
664 application to determine whether the proposed sign complies with the purposes and requirements
665 of this chapter. Then the planning and zoning board shall forward its recommendations for the
666 granting or denial of each such application for permit to the city commission for its decision. The
667 content of the sign shall not be a factor in the granting or denying of such sign.

668
669 (2) The maximum area of such “other sign” shall not exceed four square feet. Such signs may be
670 erected only on premises zoned C-1 or ROR.

671
672 (3) There shall be no more than one “other sign”.

673
674 **Sec. 98-72. - Sign illumination standards.**

675
676 (a) The area occupied by the luminaire and its supports will not be included when calculating the
677 square footage of the sign.

678
679 (b) Signs that are illuminated shall only be illuminated in accordance with the following additional
680 standards:

681
682 (1) Illumination shall be with white light only.

683
684 (2) Illumination shall be with fluorescent bulbs or lamps, or LED bulbs or lamps only.
685 Fluorescent fixtures shall be of the enclosed type with a gasketed lens and a wet
686 location label.

687
688 (3) One fixture is allowed per sign face.

689

- 690 (4) The maximum shall not exceed 36 watts per sign face.
691
692 (5) A full cutoff fixture for lighting a sign face shall be designed and positioned no higher
693 than the top edge of the sign face. Only downlighting shall be permitted.
694
695 (6) No sign including awnings, shall have internal illumination.
696

697 **Sec. 98-73. - Supporting structures for freestanding signs.**
698

699 All non-residential freestanding sign structures or poles shall be self-supporting structures
700 erected on and permanently attached to concrete foundations. Foundations shall be designed to
701 carry the weight and wind load of the sign in the soil in which the foundation is placed. Such
702 structures or poles shall be fabricated only from painted or galvanized steel or such other materials
703 as may provide equal strength.
704

705 **Sec. 98-74. - Signs, special exception - commercial.**
706

707 (a) A property or business owner may apply for a special exception from the requirements
708 of ~~section 98-61, permanent signs in residential districts; and~~ section 98-70, signs on
709 business/commercial properties. The intent of this special exception provision is to allow equitable
710 adjustment of said provisions to allow an applicant to have the same sign exposure as other sign
711 owners that are in compliance with the sign provisions of the Code.
712

713 (b) A special exception from the requirements of section ~~98-61, permanent signs in residential~~
714 ~~districts; and section 98-70~~, signs on business/commercial properties, shall not be granted by the
715 Planning and Zoning Board unless and until a written request for a sign special exception has been
716 submitted demonstrating the following standards:
717

- 718 (1) That special conditions and circumstances exist such as, but not limited to, building
719 orientation, vehicular circulation or vision obstruction (excluding landscaping) that
720 are peculiar to the lot or parcel or structure that create a site specific justification for
721 the exception; and
722
723 (2) That a literal interpretation of the provisions of section ~~98-61, permanent signs in~~
724 ~~residential districts; and section 98-70~~, signs on business/commercial properties,
725 would deprive the property owner of rights commonly enjoyed by other property
726 owners of lands or structures of similar character;
727
728 (3) That the special conditions and circumstances do not result from the action of the
729 applicant; and
730
731 (4) That the sign special exception request is the minimum measure needed to address the
732 special conditions and circumstances that justify the special exception; and
733
734 (5) That the sign special exception will be in harmony with the general purpose and intent
735 of this chapter and will not be injurious to the neighborhood, or surrounding property,

736 and will not otherwise detrimental to safe and convenient use of nearby rights-of-
737 way.

738
739 The relief granted shall be limited to such relief necessary to allow the applicant to have the same
740 sign exposure as other sign owners with the applicant's type of sign. Other granted special
741 exceptions shall not be used in this comparison.

742
743 (c) The applicant shall have the burden of proof which shall include the burden of going forward
744 with the evidence and the burden of persuasion on all issues which are to be determined by the city
745 governing body.

746
747 (d) The ~~planning and zoning boardcity commission~~ may grant a sign special exception different
748 than that requested by the property owner. Further, the ~~planning and zoning boardcity commission~~
749 may limit or prohibit other signage within the lot or parcel which might otherwise be allowed as a
750 condition to granting a sign special exception.

751
752 (e) If the circumstances giving justification for an approved sign special exception no longer
753 exists, the ~~planning and zoning boardcity commission~~ may request removal of such approved sign.

754
755 (f) When the ~~planning and zoning boardcity commission~~ considers a sign special exception, notice
756 of the meeting shall be placed in a newspaper of general circulation at least ten calendar days prior
757 to such meeting.

758
759 (g) The processing fee for a sign special exception shall be set by resolution.

760
761 **Secs. 98-75 – 98-80. - Reserved.**

762
763 **ARTICLE V. ENFORCEMENT**

764
765 **Sec. 98-81. - Enforcement.**

766
767 Violations of this chapter shall be enforced in accordance with the provisions of Chapter 2,
768 Administration, Article III, Code Enforcement of this Code of Ordinances, including, but not
769 limited to enforcement through citations, and through fines in accordance with ordinances and
770 resolutions adopted by the city commission. In the event a warning or a violation is issued for a
771 non-compliant sign, and the same sign or another sign on the same property is found to be non-
772 compliant again within a period of twelve (12) months after the initial warning or violation, the
773 violation shall be deemed a repeat violation and shall be taken before the Special Magistrate. The
774 Special Magistrate shall, if the city proves by the preponderance of evidence that there has been a
775 repeat violation, assess a fine in accordance with ordinances and resolutions adopted by the city
776 commission, and make such orders as deemed appropriate under the circumstances which may
777 include the prohibition for a period of not to exceed twenty-four months, of a sign or signs on the
778 property which was the site of the repeat violation.

779

822 ATTEST:
823
824
825 _____
826 LeAnne Addy, City Clerk
827
828
829

Approved as to form and legality for
the use and reliance of the City of
Anna Maria only

Gretchen R. H. "Becky" Vose
City Attorney



CITY OF ANNA MARIA

P.O. Box 779, 10005 Gulf Drive, Anna Maria, FL 34216

Phone (941) 708-6130 Fax (941) 708-6134

MINUTES

MARCH 26, 2020 AT 6:00 P.M.

CITY COMMISSION MEETING

DUE TO THE COVID-19 PANDEMIC AND PURSUANT TO GOVERNOR'S EXECUTIVE ORDER #20-69, THIS COMMISSION MEETING IS BEING HELD USING TELECOMMUNICATIONS MEDIA TECHNOLOGY. TO ATTEND YOU MUST:

Dial in using your phone.

United States: [+1 \(571\) 317-3112](tel:+15713173112)

Access Code: 707-522-589

OUT OF COURTESY TO OTHERS, PLEASE MUTE YOUR PHONE WHEN NOT SPEAKING.

Pledge of Conduct: We may disagree, but we will be respectful of one another. We will direct all comments to the issues. We will avoid personal attacks.

CALL TO ORDER

Chair Carter called the meeting to order at 6:00 p.m.

PLEDGE TO THE FLAG

ROLL CALL

Present: In Person: Mayor Dan Murphy, Commission Chair Carol Carter, Commissioner Jonathan Crane.

By Phone: Commissioner Amy Tripp, Commissioner Joe Muscatello, Commissioner Mark Short.

Others Present (In Person or By Phone): City Clerk LeAnne Addy, CMC, Deputy Clerk Debbie Haynes, Administrative Assistant Stephanie Janney, City Attorney Becky Vose, Islander Newspaper, AMI Sun Newspaper.

REGULAR MEETING

General Public Comment regarding non-agenda items and items not scheduled for future agendas will be taken at the beginning of the meeting with a limitation of three minutes. The Commission's intent is that General Public comment is to be used for the public to inform the Commission of new issues within the City. Public Comment regarding agenda items will be taken with each agenda item with a limitation of three minutes.

1. General Public Comment

None.

2. Resolution R20-759 – Amended Declaration (Proclamation) of Emergency – Vose

City Attorney Vose read the title for Resolution R20-759 – Amended Declaration (Proclamation) of Emergency. She stated that this amends and repeals the prior declaration. The primary change is that while it mentions holding the meetings like we are now, it is effective for 7 days, and the Mayor can do it again in 7 days.

Comments:

Commissioner Tripp stated that the 7 days is good until we see a significant drop in cases.

Commissioner Crane stated that he was concerned about things happening but was reassured today when the Mayor said he would keep them in the loop. He strongly supports this.

Commissioner Muscatello stated that he fully agrees with it.

Commissioner Short stated that he agrees with the other Commissioners and he also appreciates the 7 days renewal but to continue to renew it in 7 days is good.

Chair Carter stated that she is pleased that things can be renewed in 7 days.

Public Comment:

None.

Motion: To approve Resolution R20-759 – Amended Declaration (Proclamation) of Emergency.

Action: Motion by Commissioner Crane seconded by Commissioner Muscatello.

On roll call vote, the motion passed unanimously.

3. Coronavirus Update – Mayor

Mayor Murphy stated that he was on a call yesterday with the county. He stated that selective ramps will be open for removal of boats and Coquina South ramp will be open for fishing charter captains/stone crabbers. He stated that Manatee County has 23 COVID-19 cases. He stated that they will begin drive thru testing from 10:00 a.m. to 4:00 p.m. He stated that the rate of suicide in the county has tripled in the last two weeks. This week we issued Order #2 that all new reservations must be at least 30 days. He explained that we have 625 Vacation Rental Units at an average of 8.2 occupancy, which means the maximum potential number of people coming in between now and the end of June could be as high as 66,000. If we use what is in the order it takes it down to around 16,500, a 75% reduction.

Commissioner Comments:

Commissioner Tripp stated that you are reviewing every 7 days. She asked why we need to include an end date of June 30, 2020.

Mayor Murphy stated that he added an end date so people could book further out and that he supports keeping it in there.

Commissioner Crane brought up that people are indicating they are extending their vacations and asked if that was being addressed and whether they should be treated the same.

Commissioner Muscatello stated that he can't imagine anyone in the near future wanting to make a reservation. He is for this.

Commissioner Short stated that he is in full agreement leaving the June 30, 2020 date in. He stated that leaving the 30-day interim in there is good for the safety of the citizens.

Chair Carter stated that she is also for the safety of the citizens. She stated that Manatee County has taken a large hit economically.

Public Comment:

Wayne Patterson, 107 Pelican stated that he would like to thank Bob and Carol Carter for their help in allowing the Mayor to do this, along with the other Commissioners.

Rose Jordan resides in Pennsylvania and she stated they have reservations on April 18, 2020. She asked should we not come if we are less than a 30-day rental. She isn't sure if they should still come. The reservation company will not cancel our reservation and reschedule as the vacation rental company will not allow that.

Mayor Murphy asked what city their vacation rental is in. She stated Bradenton Beach. He explained that Bradenton Beach is the city to the south. He stated that the restaurants are closed and only some are open for delivery. He also stated that the grocery shelves are empty. He stated that it is not a good time to come here. He stated that some of the rental companies are giving back refunds, but some are not. He asked her to send him an email and he will review the information. We are considering taking some action on the state basis for people in the City of Anna Maria to get refunds.

Marco Dipasquale from New York stated that they have a reservation coming up on April 4, 2020 and this is their 4th year coming. He is an Airbnb Host and refunds are being refunded in certain cases. The local rental companies are not giving

refunds and we can't book in the year of 2020. He stated that they are stuck as well. He stated the Anna Maria folks feel like they have a Monopoly.

Mayor Murphy explained to him to also email him.

Carol Patterson who resides at 107 Pelican stated to lower the current density to preserve the health and safety of us who do live here. She asked if there has there been any discussion to prohibit rentals, limit golf carts, bikes, allowing others to come. She stated that people that are wanting to come here need to know that it is not business as usual.

Mayor Murphy stated that he relies very heavily on our City Attorney as to how far we can go with this.

City Attorney Vose stated that this would probably result in some crippling Bert Harris Claims. She is not in a position to respond to this. She would need to analyze this and what prohibiting rentals would impact.

Rose Jordan asked if the beaches are closed and what about if the rental has a private beach.

Mayor Murphy stated that the beaches are closed except for residents and anyone with a rental agreement.

John Dicks who resides at 823 North Shore Drive wanted to say that you all are doing a wonderful job. Many people have stated that, and he wanted to share it. He said to be bold.

4. Rescind approval of The Vintage Flea – 4/12/2020 – 8:00 a.m. – 4:00 p.m. – Mayor
Mayor Murphy stated that the Commission formally approved the Vintage Flea market in April, and he is recommending rescinding the permit. The permittee is in agreement.

Commissioner Tripp – Agree

Commissioner Crane – Agree

Commissioner Muscatello – Agree

Commissioner Short – Agree

Chair Carter stated that she also agrees.

Public Comment:

None.

Motion: To rescind approval of The Vintage Flea scheduled for 4/12/2020.

Action: Motion by Commissioner Muscatello, seconded by Commissioner Crane.

On roll call vote, the vote passed unanimously.

5. Resolution R20-757 – Vacation Rental Fees 2020 – Vose
City Attorney Vose read the title for Resolution R20-757 – Vacation Rental Fees 2020.

Mayor Murphy stated that this is calculated on occupancy and not a flat rate. The fee is based on the maximum occupancy. The fee is \$51.51 per occupant. He explained that for an occupancy of 4 the fee is \$206.04. He stated that includes the cost of enforcement, infrastructure, inspection and administration.

Comments:

Commissioner Tripp stated that this is more equitable.

Commissioner Crane stated that this is a good schedule.

Commissioner Muscatello asked if it is based on CPI. He also asked why we can't recoup some Law Enforcement costs. He feels that they seem real low to him.

City Attorney Vose stated that every property in Anna Maria pays property taxes and those taxes go to the General Fund and that is what pays for the cost of the Sheriff's costs.

Commissioner Short stated that exhibit A starts with occupancy of 4 so is that the fewest we charge. He wanted to know if the fees are similar to other cities.

Mayor Murphy stated a 1-bedroom bungalow would pay a minimum of 4 occupancy. He stated that Holmes Beach charges a flat fee but we use a different methodology.



Trash Can Cleaning Service Contract

By:

Bins Be Clean, LLC

Phone:

(941) 778-0020

Mailing Address:

P.O. Box 1645

Holmes Beach, FL 34218

Term of Contract: Beginning _____ & Ending: _____ (the “Term”)

For a monthly fee, as listed on the attached Exhibit A (the “Fee”) for each bin listed on Exhibit A.

This agreement (the “Agreement”) is made and entered into this _____ of _____, 20____, by and between the undersigned property owner or its management company (the “Customer”) for trash bin cleaning service at the property(ies) listed on the attached Exhibit A (the “Property”) and Bins Be Clean, LLC, a Florida limited liability company (the “Company”).

Authority of the Agreement

If this Agreement is being executed by a management company for the benefit of the property owner of the Property, the management company hereby represents and warrants that it has the authority to engage service providers to provide services at the Property.

The Parties Further Agree as Follows:

Section 1 TERM OF AGREEMENT

The Customer appoints Company exclusively to clean the trash bin(s) on and for the Property for the Term, which shall automatically renew for a one-year period for each successive year until terminated. Either party may terminate this Agreement with or without cause upon three (3) months’ written notice to the other party. Each automatic renewal shall be a deemed ratification by the Customer of Company’s actions in the prior year(s).

Section 2 SERVICES OF COMPANY

Company shall clean and deodorize the trash bin(s) on and for the Property once a month to the extent described below during the Term pursuant to the terms of this Agreement, as may be amended from time to time. Company shall perform the following services on or around the Property and the Customer gives the Company the authority required to perform these specific services which will be performed on or around the Property.

- Check each bin for any debris left inside
- Bag any debris and deposit it in the bottom of each bin after cleaning it
- Pick up each bin and turn it upside down in a cleaning hopper to contain dirty liquids
- Pressure wash each bin with chemical-free, high-pressure water spray
- Spray the outside of each bin with a separate hose
- Spray the inside of each bin with a mild, neutral deodorizer
- Return each bin to its designated place

Section 3 LIMITATIONS ON SERVICES BY COMPANY

In discharging its responsibilities under Section 2 of this Agreement, Company shall not be required to perform such services for any bin which is not made available to Company for cleaning during a given month; provided, that such service responsibilities shall resume in the immediately following month. Company shall have no obligation or responsibility to locate any bin that is not at its designated place at the agreed upon date and time for cleaning. Placement of each bin at its designated place for cleaning shall be the sole responsibility of the Customer

Section 4 FEES AND PAYMENT

Company shall invoice Customer on a monthly basis in accordance with the Fees listed on the attached Exhibit A, unless otherwise agreed between Company and Customer, and Customer shall remit payment to Company by check (or other form of payment agreed upon by Customer and Company) to the address for Company listed above or as otherwise shown on such invoice within thirty (30) days after the date of such invoice. Customer understands and agrees that invoicing may occur via printed and mailed invoice or via electronic format, such as delivery through email or through Jobber software or something similar. In the event Customer does not remit payment to Company within the 30 days described above, then Customer shall be required to pay a late fee to Company in an amount equal to ten percent (10%) of each invoice for which timely payment is not received. In the event any payment is not received within sixty (60) days after the date of such invoice, then such invoice shall accrue interest on the outstanding balance at the rate of twelve percent (12%) per annum until paid in full.

Section 5 DISPOSITION OF DEBRIS

Company shall bag any debris in a bin at the time of cleaning and shall deposit such bag in the bottom of the bin after cleaning. Company shall have no liability, responsibility, or obligation with regards to such debris, other than to deposit it in the bottom of the bin after cleaning.

Section 6 POINT OF CONTACT TO DEAL WITH COMPANY

The Customer shall designate at least one (1) person who shall be authorized to deal with Company on any matter relating to the services provided under the terms of this Agreement or future agreements and /or renewals. Company shall not accept directions or instructions with regard to the services provided under the terms of this Agreement from anyone else. In the absence of any other written designation by the Customer, the undersigned on behalf of the Customer shall be deemed to have this authority.

Section 7 OBLIGATIONS OF THE CUSTOMER

The Customer shall ensure that each bin is placed at its designated place on or before the agreed upon date and time for cleaning and shall ensure that each bin is of the dimensions agreed upon. Customer shall defend, indemnify, and hold harmless Company from and against any and all liability, claim of liability, or expense arising out of any hazardous materials in a bin.

Section 8 CHANGE OF OWNERSHIP

Upon written notice to Company of a change of ownership for any property listed on Exhibit A and confirmation by Company of such change of ownership, the Customer may remove such property from Exhibit A without further notice and such property shall no longer be subject to the terms of this Agreement.

Section 9 MODIFICATION

This Agreement may only be modified by a written amendment executed by Company and Customer, including, but not limited to, a change to Exhibit A which shall require initials by the Company and Customer.

Section 10 APPLICABLE LAW, JURISDICTION, AND VENUE

This Agreement and any amendments hereto shall be governed by and construed in accordance with the laws of the State of Florida. Any proceeding or action brought to enforce the terms of this Agreement must be commenced in the State of Florida Court in Manatee County, Florida. The Company and the Customer irrevocably and unconditionally submit to the exclusive jurisdiction of such court in Manatee County, Florida, and agree to take any and all future action necessary to submit to the jurisdiction of such court. The Company and the Customer irrevocably waive any objection that they now have or hereafter may have to the laying of venue of any suit, action or proceeding brought in such court and further irrevocably waive any claim that any such suit, action or proceeding brought in such court has been brought in an inconvenient forum.

Section 11 ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties. All other agreements, representations and warranties of the parties whether oral or written are merged herein and have no force or effect. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any otherwise valid provision of this Agreement, and all other valid provisions shall remain in full force and affect. The failure of either party to insist in any one or more instances upon performance of any terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term, covenant, or condition, and the obligations of either party with respect to such term, covenant, or condition shall remain in full force and affect.

Section 12 CAPTIONS AND COUNTERPARTS

The captions contained in this Agreement are solely for the convenience of the reader and shall not be used in any manner to construe or limit this Agreement. This Agreement may be executed (by hand or by digital execution such as DocuSign) in multiple counterparts, each of which shall be an original but all of which shall constitute one and the same instrument. This Agreement and any counterpart may be executed and delivered in original format, via email (scanned copy) or via facsimile and shall be deemed an original document regardless of the form of delivery.

Section 13 ATTORNEY COSTS

In the event of litigation relating to the subject matter of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

CUSTOMER:

If an entity:

_____ (print entity name)

By: _____ (sign)

_____ (print name)

as its _____ (print title)

If a person:

_____ (sign)

_____ (print name)

COMPANY:

BINS BE CLEAN, LLC

By: _____
_____, as its Authorized Agent

Street	Trash Bins	Recycle Bins	Price Per Bin for Two Year Term
North Spring	2	1	\$6.00
City Pier	3	2	\$6.00
Jacaranda	1	0	\$6.00
North Bay	3	1	\$6.00
Gladioulus	1	1	\$6.00
Fern	2	1	\$6.00
789 N Shore	1	0	\$6.00
Cypress/Tuna	1	0	\$6.00
Tuna/Spruce	2	0	\$6.00
Fir	1	0	\$6.00
Coconut	2	0	\$6.00
Sycamore	3	0	\$6.00
Elm	3	1	\$6.00
Pine	7	2	\$6.00
Spring	16	0	\$6.00
Magnolia	6	4	\$6.00
Palm	7	2	\$6.00
Palmetto	2	1	\$6.00
Willow	2	1	\$6.00
Cedar	2	1	\$6.00
Mangrove	2	2	\$6.00
Oak	3	1	\$6.00
Maple	3	2	\$6.00
Park	4	0	\$6.00
Peppertree	1	2	\$6.00
Total Trash Bins	80		
Total Recycle Bins		25	
Total Bins		105	

CITY OF ANNA MARIA, FLORIDA
STANDARD CONTRACT ADDENDUM

THIS STANDARD CONTRACT ADDENDUM is made and entered into this _____ day of _____, 20____, by and between the CITY OF ANNA MARIA, a Florida municipality, hereinafter referred to as the “City”, and _____, hereinafter referred to as “Contractor”, concerning that certain agreement entitled _____, dated _____ (“Agreement”).

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor’s compliance for Florida’s Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Amendment. This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail.

2. Public Records Compliance. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.071(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY OF ANNA MARIA CITY HALL
P.O. Box 779
10005 Gulf Drive
Anna Maria, FL 34216-0779
amclerk@cityofannamaria.com**

3. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Manatee County Circuit Court on an expedited basis to enforce the requirements of this section.

4. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification by City specified in the Agreement shall not be construed as a waiver of City's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by City in the Agreement in derogation hereof shall be void and of no force or effect.

5. Non-appropriation. City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is

practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

6. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Manatee County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Contractor:

Print Name: _____

Title: _____

Company: _____

City of Anna Maria

Print Name: _____

APPLICATION FOR APPOINTMENT TO A BOARD OR COMMITTEE

NOTE: Florida's Public Records law, Chapter 119, Florida Statutes states, "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application, when filed, will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning, zoning, or natural resources responsibilities are required to file a financial disclosure form within 30 days after appointment and annually thereafter for the duration of the appointment as required by Chapter 112, F. S.

PLEASE TYPE OR PRINT CLEARLY!

DATE: 3/24/20

NAME: MAUREEN COTE TELEPHONE: 202 549 8666

ADDRESS: 101 PARK AVE, ANNA MARIA, 34216

OCCUPATION: Retired, Executive, NORTHROP GRUMMAN CORP. (If retired, please indicate former occupation or profession.)

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES: I am a builder and home renovator. I also care deeply about the preservation of the island.

ADDITIONAL PERTINENT INFORMATION:

I am interested in serving on: PLANNING AND ZONING

Second choice (if any): WHATEVER THE MAYOR WOULD LIKE

Any board for which I am qualified: Yes No

I am usually in residence _____ months per year. 8 1/2 months at off-and-on trips.

I am a City of Anna Maria registered voter: X Yes No

Ma Cote

Signature of Applicant

Please provide signatures of ten (10) references on the back of this page

The Planning & Zoning Board and the Code Enforcement Board are continuing boards. Incumbents whose terms expire will be considered for reappointment without filing an application (unless, of course, they have indicated that they no longer wish to serve).

REFERENCES

The following ten (10) registered voters of the City of Anna Maria support my application for membership on the P&Z Board/Committee.

Name: (Voter's Signature)

Anna Maria Street Address:

1. D Murphy 127 Hammock Rd
2. Annelle Young 715 North Shore Dr.
3. Richard Ford 715 North Shore Dr.
4. Joshua Vandenberg 107 Turpin St.
5. Maurice Cate 101 Park Ave
6. Joe Case 107 Pelican
7. Sean W. Kennedy 210 Archer Way
8. Al Capp 519 Hammock Place
9. Andrew Stephen 513 Bayview Place
10. Paul M. Cole 101 Park Ave

908. 415. 5482

APPLICANT'S STATEMENT

I certify that answers given herein are true and complete to the best of my knowledge. I authorize investigation of all statements contained in this application as may be necessary in arriving at a decision relative to filling a vacancy on a board or committee serving the City of Anna Maria.

This application shall be considered active for a period of time not to exceed 45 days. Any applicant wishing to be considered for appointment beyond this time period should inquire as to whether or not applications are being accepted at that time.

I hereby understand and acknowledge that, unless otherwise defined by applicable law, any appointment to a board or committee is at an "at will" nature, which means that the appointee may resign at any time and the Mayor may discharge the appointee at any time with or without cause. It is further understood that this "at will" service on a board or committee may not be changed by any written document or by conduct unless such change is specifically acknowledged in writing by an authorized executive of the City of Anna Maria.

In the event that I am appointed, I understand that false or misleading information given in my application or interview(s) may result in discharge. I understand, also, that I am required to abide by all rules and regulations of the City of Anna Maria.



Signature of Applicant



Date