



City of Anna Maria Agenda

Meeting Date: August 13, 2026

Subject: Ordinance 26-961 – Chapter 38 (Parks and Recreation) Revisions

Presenter: Mayor Short

Summary

Ordinance 26-961 revises Chapter 38, *Parks and Recreation*, to update regulations governing commercial activities on City beaches. The ordinance establishes a framework for managing commercial beach equipment rentals through franchise agreements while protecting public access, safety, and environmentally sensitive coastal resources.

Key Changes

The ordinance comprehensively revises Chapter 38 by establishing franchise requirements for commercial beach equipment rental operations, limiting the number, location, and operating hours of commercial activities on City beaches, and requiring ownership disclosures and appropriate insurance coverage for operators. It also creates graduated penalties for repeated violations and requires advance written notice for certain temporary shade structure rentals within the Coastal Conservation Zone. These changes are intended to improve oversight and enforcement while balancing limited commercial activity with the preservation of public beach access and protection of the City's coastal resources.

Purpose

The ordinance is intended to preserve public access to Anna Maria's beaches, improve oversight of commercial activities, enhance enforcement, and protect public health, safety, welfare, and coastal resources while allowing limited commercial operations consistent with the public interest.

Attachments: Exhibit A.

ORDINANCE NO. 26-961

AN ORDINANCE OF THE CITY OF ANNA MARIA, FLORIDA, REVISING THE ENTIRE CHAPTER 38, "PARKS AND RECREATION", OF THE ORDINANCES OF THE CITY OF ANNA MARIA, FLORIDA; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the current iteration of Chapter 38, "Parks and Recreation" needs certain revisions to benefit the City, its residents and its visitors; and

WHEREAS, the City of Anna Maria is a coastal barrier island community whose public beaches are held in trust for the use and enjoyment of the public; and

WHEREAS, the City Commission has a duty to protect the public health, safety, and welfare by ensuring that the City's beaches remain safe, accessible, and enjoyable for residents and visitors; and

WHEREAS, the City acknowledges limitations for commercial activities seaward of the erosion control line as established by the Florida Department of Environmental Protection; and

WHEREAS, the City Commission has adopted regulations governing parks and beaches, including provisions addressing the placement and use of commercially rented beach equipment; and

WHEREAS, the City Commission finds that a franchise agreement to conduct commercial rental of beach equipment will promote compliance, accountability, and effective enforcement while allowing limited commercial activity in a manner consistent with the public interest; and

WHEREAS, the City Commission finds that the number of operators conducting commercial activities, the number of commercial rentals on beaches and the geographic location of commercial rentals on beaches needs to be limited to ensure the beaches are available for the enjoyment of all; and

WHEREAS, The City Commission finds the hours of operation for commercial activity should be adjusted to promote available space for the use of all beach goers by limiting early occupancy of prime beach areas by commercial rental activities; and

WHEREAS, the City Commission finds that requiring disclosure of significant ownership interests and appropriate insurance coverage is necessary to protect the City and the public; and

WHEREAS, the City Commission further finds that graduated suspension periods for repeated violations are reasonable and necessary to deter noncompliance and protect the integrity of the City's beaches; and

WHEREAS, the City Commission finds that temporary shade structures with or without other beach equipment are sometimes rented for use within the Coastal Conservation Zone by persons occupying or controlling adjacent upland property, and that requiring advance written notice to the City of such rentals will assist the City in monitoring compliance with applicable regulations, protecting environmentally sensitive coastal resources, and ensuring that such equipment is not rented by persons not in control of such beach property; and

WHEREAS, the City Commission determines that this ordinance serves a legitimate public purpose and is in the best interests of the City of Anna Maria, its residents and its visitors.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ANNA MARIA, FLORIDA:

SECTION 1. LEGISLATIVE FINDINGS. The foregoing Whereas clauses are hereby adopted as legislative findings and intent.

SECTION 2. NEW PROVISIONS. The Code of the City of Anna Maria is amended by revising Chapter 38, "Parks and Recreation" to read as set forth in the attached Exhibit "A", (deletions are stricken through; additions are underlined).**SECTION 3. CONFLICTS.** All Ordinances or parts of Ordinances, insofar as they are inconsistent or in conflict with the provisions of this Ordinance, are hereby repealed to the extent of any conflict.

SECTION 4. CODIFICATION. The provisions of this Ordinance shall be codified as and become and be made a part of the Code of Ordinances of the City of Anna Maria.

SECTION 5. SEVERABILITY. In the event that any portion or section of this Ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Ordinance on which shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final passage and adoption.

PASSED AND ADOPTED, by the City Commission of the City of Anna Maria, Florida, in regular session assembled, this ____ day of _____, 2026.

Charles Salem, Commissioner
Kathleen Morgan-Johnson, Commissioner

EXHIBIT A

- **Chapter 38 - PARKS AND RECREATION^[1]**
- **ARTICLE I. - IN GENERAL**
- **Sec. 38-1. - Park hours.**

Except for emergencies, inclement weather, and unless otherwise posted, all park areas are to be open to the public every day of the year from dawn to dusk.

- **Sec. 38-2. - Advertising, publicity and signs.**

(a)

No person shall use city parks, including parking areas for city parks, for the purpose of displaying, advertising or calling attention to any article or service for sale or hire, nor shall any signs, slogans, loud speakers or advertising display of any nature, including those placed upon a vehicle, be used for such purposes, except during events or activities approved by the city commission.

(b)

No person shall display, distribute, post or fix any banner, sign, handbill, pamphlet, circular, placard, or any other printed matter containing advertising, within any city park or facility, except where specifically authorized by city commission.

(c)

No person shall drive, park or station on any park road, parkway, or parking lot any vehicle displaying a sign or notice that it is for sale or exchange.

- **Sec. 38-3. - Vending in city parks.**

No person, organization or other entity, shall expose or offer for sale, rent or trade any article or thing, or station or place any stand, cart or vehicle for the transportation, sale or display of any article or merchandise within any city park. Nothing contained herein shall restrict freedom of speech exercised by any person without the use of tables, chairs, or signs erected or placed upon the ground, or other objects, stands, carts, vehicles or similar items.

- **Sec. 38-4. - Violations.**

new

Violations of this chapter are hereby deemed equivalent to a non-criminal infraction and may be enforced through issuance of a citation by a certified law enforcement officer or code enforcement officer of the city requiring the violator to pay a civil fine set by resolution of the city commission.

- **Sec. 38-5. - Abandoned property.**

new

All personal property must be removed from any beach by dusk. Any property remaining after dusk is deemed abandoned. If after a reasonable effort, a law enforcement officer or other person authorized to issue citations on behalf of the city, is unable to locate the owner or custodian of the personal property, the law enforcement officer or other authorized representative is authorized to confiscate the personal property. The personal property shall thereafter be transferred to a place of safe keeping controlled by the city. The city shall hold the personal property until the owner or custodian contacts the city, reasonably identifies the property, and pays any fine owed under this article. Upon payment of the fine, the city shall release the property to the owner or custodian and upon execution of an appropriate receipt. If an owner or custodian fails to claim any confiscated property after it has been held for 90 days, the property shall be deemed abandoned and the city may dispose of it as authorized by general law.

- **Secs. 38-6—38-25. - Reserved.**
- **ARTICLE II. - USE REGULATIONS^[2]**
- **Sec. 38-26. - Definitions.**

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

Authorized vehicles means vehicles of the fire district, law enforcement City of Anna Maria Code Enforcement and Public Works Departments, Anna Maria Turtle Watch, and such ambulances and emergency vehicles as are designated or authorized by the city, Manatee County or the State of Florida.

Beaches means the zone of unconsolidated material that extends landward from the mean low-water line to the place where there is a marked change in material or physiographic form, or to the line of permanent vegetation, usually the effective limit of storm waves.

Bicycle means every vehicle propelled solely by human power, or any moped propelled by a pedal-activated helper motor with a manufacturer's certified maximum rating of 1½-brake

horsepower, upon which any person may ride, having two tandem wheels, and including any device generally recognized as a bicycle though equipped with two front or two rear wheels. The term does not include such a vehicle with a seat height of no more than 25 inches from the ground when the seat is adjusted to its highest position or a scooter or similar device.

Coastal barrier sand dunes means mounds or ridges of loose sand and sand-sized sediment lying upland of the beaches or shore, and deposited by any natural or artificial mechanism, which support vegetation including but not limited to sea oats, spanish bayonet, railroad vine, sea grape, saw palmetto and prickly pear cactus.

Commercial rental area means a temporary beach-equipment setup occupying no more than 169 square feet of ground area and measuring no more than thirteen (13) linear feet in any direction. A Commercial Rental Area must include one Temporary Shade Structure and may include accessory beach equipment consisting only of chairs, chaises, coolers, refuse containers, and items intended for the care of infants or young children. an area not to exceed 169 square feet in total of ground coverage, and 13 linear feet extending in any direction. Commercial rental areas includes temporary shade structure(s) and accessory beach equipment limited to chairs, chaises, coolers, and baby items.

Commercial rental of beach equipment means any rental of beach equipment and/or the sale of beach equipment when such rental or sale involves either the set up or take down of any of the beach equipment. This includes, but is not limited to, temporary shade structures and items such as refuse bin, chairs, tables, coolers, and beach toys/games. Any subterfuge used, regardless of terms used in any agreement or otherwise, which results in the set up or take down of any beach equipment by any person or operator who is not the actual user of the beach equipment on the beach, shall not be effective to negate the requirements of this ordinance.

Domestic animal means any equine or bovine animal, goat, sheep, swine, dog, cat, poultry or other domesticated beast, bird or reptile.

Franchise agreement means an agreement entered into between the City and an operator to conduct commercial rental of beach equipment activity in approved areas of the beach.

Geographic location means the following beach locations, using a straight line from the centerline of the named street to the water:

- (i) Magnolia Avenue to Palm Avenue;
- (ii) Palm Avenue to Palmetto Avenue;
- (iii) Palmetto Avenue to Willow Avenue;
- (iv) Willow Avenue to Cedar Avenue;
- (v) Cedar Avenue to Mangrove Avenue;
- (vi) Mangrove Avenue to Oak Avenue.

Motor vehicle means any vehicle which is self-propelled and every vehicle which is propelled by electric or battery power obtained from overhead trolley wires, but not operated upon rails.

Motorcycle means any motor vehicle powered by a motor with a displacement of more than 50 cubic centimeters, having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground, but excluding a tractor.

Motor-driven cycle means any motorcycle, including any motor scooter, having a motor with 150 cubic centimeters displacement or less, and any bicycle or moped with a motor having a displacement of more than 50 cubic centimeters or which is capable of propelling the vehicle at a speed in excess of 15 miles per hour on level ground.

Operator means any individual, partnership, corporation, limited liability company, or other legal entity authorized by the City Commission to engage in organized passive recreation or the commercial rental of beach equipment on the beaches of the City.

Organized passive recreation means the organized or planned gathering of no more than fifteen (15) participants for purposes of engaging in meditation, tai-chi, yoga, or an activity similar in activity as determined by Commission, for a monetary exchange including by donation. Organized passive recreation activities with more than fifteen (15) participants are considered administrative special events which require a special events permit as addressed in Chapter 10 of the City ordinances.

Parks means and includes Bay Front Park, located on Tampa Bay from Lake La Vista Channel on the southerly end to Hibiscus Road on the northerly end; Gulf Front Park, located on the Gulf of America from Oak Avenue on the southerly end to Magnolia Avenue on the northerly end; City Pier Park, located from the intersection of Pine Avenue and North Bay Drive to Lake La Vista Channel; and City Hall Park, being the land surrounding the Anna Maria City Hall, bounded by Spring Avenue, Gulf Drive, and Pine Avenue.

Passive recreation involves low-intensity, non-motorized, non-organized outdoor activities that have minimal impact on the natural environment, focusing on relaxation, observation, and enjoyment of nature. Passive recreation generally does not include any equipment. If equipment is involved, it is generally small, hand-held equipment such as binoculars, fishing poles, yoga mats, cameras, or similar.

Registration means the annual authorization issued by the City allowing an Operator to engage in the conduct of organized passive recreation on the beaches of the City, subject to compliance with this ordinance and all other applicable laws.

Service Animal means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.

Temporary shade structures means a portable freestanding shelter providing sun protection such as a tent, umbrella, cabana, canopy, or the like. Temporary shade structures shall not exceed 169 square feet of ground coverage in total, and 13 linear feet in any direction, inclusive of any poles, pegs, tie-downs, anchors, weights, sandbags, or the like.

Trailer means any vehicle with or without motive power designed for carrying persons or property and for being drawn by a motor vehicle.

- **Sec. 38-27. - Vehicles.**

(a)

No person shall operate or possess a bicycle, motorcycle, motor-driven cycle, motor vehicle, hoverboard, skateboard, electric personal assistive mobility device, trailer, or any other device of any sort with one or more wheels on any beaches or any coastal barrier sand dunes, located within the city limits, except for small hand-pulled wagons, or walkers, wheelchairs or electric personal assistive mobility devices solely for the mobility impaired.

(b)

No person shall operate or possess a motorcycle, motor-driven cycle, motor vehicle, trailer, or any other device of any sort with one or more wheels in any parks, except for parking lots within the parks, located within the city limits. Exempted are bicycles, small hand-pulled wagons including electrically assisted for purposes of setting up and taking down equipment but not for transport of persons, or walkers, wheelchairs or electric personal assistive mobility devices solely for the mobility impaired.

(c)

The prohibitions contained in subsections (a) and (b) of this section shall not apply to the operators of authorized vehicles, or those vehicles on authorized patrol; nor prevent the operation of bicycles in any park that are not beaches or coastal barrier sand dunes.

- **Sec. 38-28. - Domestic animals.**

(a)

It shall be unlawful for the owner or keeper of any domestic animal to allow or permit any such domestic animal on any beaches or coastal barrier sand dunes. In all instances, the

person(s) accompanying dog(s) in the park shall promptly remove any feces deposited by such dog(s) and properly dispose of such feces.

(b)

Nothing contained in this section shall prohibit the owner or person in possession of private property from owning or keeping a domestic animal on private property, except that no equine or bovine animal, goat, sheep, chicken or swine shall be kept within the city.

- **Sec. 38-29. - Fires; smoking materials.**

(a)

No person shall build or attempt to build a fire on any beaches or on any coastal barrier sand dunes located within the city limits, except that nothing contained in this section shall prohibit the owner or person in possession of private property from building or attempting to build cooking fires in portable barbecue grills or built-in barbecue pits.

(b)

No person shall drop, throw, or otherwise scatter lighted matches, burning cigarettes or cigars, tobacco, paper or other inflammable material on any beaches or on any coastal barrier sand dunes located within the city limits.

- **Sec. 38-30. - Temporary shade structures.**

Temporary shade structures on beaches shall not exceed 169 square feet of ground coverage in total, and thirteen (13) linear feet, inclusive of any poles, pegs, tie-downs, anchors, weights, sandbags, or the like. Beach access must be unobstructed at all times.

- **Sec. 38-31. - Recreation activities.**

(a)

Passive recreation and leisure by the public is generally permitted.

(b)

Informal games and activities on beaches involving the casual throwing of balls, including but not limited to footballs, volleyballs, and beanbags or frisbees shall be permitted unless such activity creates a threat of physical injury to any person.

- **Secs. 38-32—38-75. - Reserved.**

ARTICLE III. COMMERCIAL BEACH ACTIVITY LIMITATIONS

Sec 38-76 Organized Passive Recreation Operator Standards

1. Organized Passive Recreation Operators may conduct activities, such as meditation, tai chi, and yoga instruction provided there are no more than 15 participants, and beach access is unobstructed at all times. Organized Passive Recreation activities with more than 15 participants are considered “administrative special events” and must follow the procedures of Chapter 10 Amusements and Special Events.
2. All transactions must be conducted prior to the activity; no transactions may be initiated or occur on beaches.
3. Operators of Organized Passive Recreation shall only operate within Gulf Front Park.
4. Operators shall be registered in accordance with Article IV.

Sec 38-77 Commercial Rental of Beach Equipment Operator Standards

1. Operators conducting commercial rental of beach equipment activity must be franchised by the City. After January 1, 2027, no commercial rental of beach equipment shall occur without a franchise agreement from the City.
2. Franchise agreement terms are limited to twenty-four (24) months.
3. No more than thirty-six (36) commercial rental areas are permitted on any given day where permitted on the beach, inclusive of geographic location limitations. City Commission may change this limit by resolution.
4. No more than six (6) commercial rental areas are permitted in each geographic location on any given day. City Commission may change this limit by resolution.
5. No more than three franchise agreements will be effective at any time. City Commission may change this limit by resolution.
6. The use of a Commercial Rental Area by an Operator must be in accordance with the following:
 - a. A Commercial Rental Area shall include a Temporary Shade Structure.
 - b. A Commercial Rental Area must be pre-ordered. All transactions must be conducted prior to set up; no transactions may be initiated or occur on the beaches.
 - c. No more than two (2) Commercial Rental Areas may be placed within fifty (50) linear feet of each other, measured in any direction. Adjacent Commercial Rental Areas shall not exceed 28 linear feet in any direction.
 - d. All Temporary Shade Structures erected by an approved Operator shall provide signage which shall include the Operator’s name, logo and/or website domain permanently affixed to fabric of the canopy portion of the structure so as to be easily identifiable. Signage shall be a minimum of 3 square feet and a maximum of 4 square feet.
 - e. Booking information to include renter’s last name, date and time of rental, Operator name, and Operator emergency contact shall be posted on the temporary shade structure on an 8 ½-in x 11-in sheet of paper enclosed in a see-through plastic covering not higher than the roofline of the Temporary Shade Structure. No stand-alone signage is permitted.
 - f. A Commercial Rental Area shall contain a solid refuse bin with a secure lid.
 - g. Delivery and set-up may not occur prior to 9:00am.

h. Tear-down of rental beach equipment and removal from the beach shall be completed by 6:00pm or one hour prior to sunset, whichever is earlier. During inclement weather events, tear-down after 6:00PM or sunset may not be penalized provided tear-down commences as soon as the beach is safe to access.

7. Each Operator engaged in the commercial rental of beach equipment will be limited in the (i) total number of commercial rental areas per day and (ii) total number of commercial rental areas per day in a geographic location as stipulated in the Operator's franchise agreement with the City. No commercial rental areas are permitted landward of the erosion control line, dune system, or beach vegetation, whichever is most seaward.

Sec. 38-78 –38-85 Reserved

ARTICLE IV. COMMERCIAL BEACH ACTIVITY

Sec. 38-86 Franchise Agreement Required.

Effective January 1, 2027, no person or entity shall engage in the commercial rental of beach equipment within the City unless such person or entity has a valid franchise agreement in place with the City. This provision does not apply to commercial rental of beach equipment as addressed in Sec. 38-91.

Sec. 38-87 Franchise Agreement Process

The City will conduct a biennial application process to select operators to conduct commercial rental of beach equipment that will go into effect January 1 of the following year.

(a) Franchise applications for the two year franchise period will be accepted by the City between September 1 and September 15 in the year prior to the January 1 commencement date of the franchise agreement. Applications received after the deadline will not be considered for the upcoming franchise period. Only applications that are complete and include all information and materials required by Sec. 38-88 will be eligible for consideration. City Commission may change the application period by resolution.

All applications will be evaluated by a committee appointed by the Mayor. The application shall be evaluated utilizing the following criteria:

- i. Experience and qualifications;
- ii. Ability to comply with operational requirements;
- iii. Safety and emergency procedures;
- iv. Staffing and supervision;
- v. Past regulatory or contractual performance;
- vi. Financial responsibility and insurance;
- vii. Equipment quality and maintenance;

- viii. Proposed franchise compensation; and
- ix. Any other criterion identified in the application solicitation.

The Commission may reject all applications and submission of an application creates no entitlement to a franchise.

The City Commission may accept or reject any or all applications, may negotiate with one or more applicants, and may determine not to award any franchise if it finds that an award would not be in the City's best interests.

Any franchise that is awarded shall be:

- i. Nonexclusive, except that the City may limit the number of operators;
- ii. Not an interest in real property;
- iii. Not transferable or assignable without City approval;
- iv. Revocable or terminable as provided in the agreement and ordinance;
- v. Subject to the City's continuing police powers; and
- vi. Not a representation that any particular level of business or revenue will be available.

No Operator shall have any vested right or preferential right to renewal based upon an existing franchise agreement.

Sec. 38-88 Franchise application and disclosures.

1. An application for an Operator franchise to conduct commercial rental of beach equipment shall be submitted to the City Clerk and must include the following:
 - a. The name, business address and telephone number of the Operator.
 - b. A list of every individual or entity owning twenty-five percent (25%) or more of the operating entity which shall be kept current within one week of any change in ownership of the operating entity.
 - c. The franchise application fee, which is non-refundable.
 - d. A non-refundable application fee in an amount set by the city commission by resolution. This fee is in addition to the annual franchise fee to be paid by the Operator if an franchise is awarded, which will be due in monthly installments by the first day of each month.
 - e. A copy of the Operator's current Certificate of Status issued by the Florida Department of State within the preceding 30 days showing the business entity is in good standing.
 - f. Copies of the Operator's Certificates of Insurance in amounts as set by the city commission by resolution.
 - g. Proof of worker's compensation insurance, or that the Operator is exempt by statute from providing worker's compensation insurance.

- h. The Operator shall also agree to indemnify, defend and hold the City, its officials, employees, agents and assigns harmless from any liability or damage or claims that may occur during or arising out of the Operator's service.
- i. An Operator may be required to furnish a performance bond, in a form and amount acceptable to the City, to secure the applicant's full performance of its obligations under the franchise agreement and to protect the City against any loss, cost, expense, damage, cleanup obligation, unpaid fee, or other liability arising from or related to the franchisee's acts, omissions, operations, or failure to perform.

The City may require such other information as it deems appropriate and may impose such other requirements as set by resolution of the city commission.

. 38-89 Registration and franchise application fee.

The annual registration fee for conducting organized passive recreation activities shall be \$100.

The non-refundable franchise application fee for conducting rental of beach equipment activities shall be \$250. This application fee is separate and in addition to a franchise fee which shall be determined as a result of negotiations with the City and the final determination of the city commission.

Registration and application fees may be adjusted by resolution of the City Commission.

Sec. 38-90 Insurance requirements.

Operators shall maintain insurance in amounts and in types as required by Resolution. Such insurance, except for workers' compensation, shall name the City as an additional insured.

. 38-91 Advance notice for delivery of equipment within the Coastal Conservation Zone.

- (i) When a temporary shade structure with or without other related beach equipment ("equipment") is rented by any entity or person, including Operators, to a person or persons in control of upland property adjacent to the Coastal Conservation Zone for placement within the Coastal Conservation Zone on the subject property, the entity or person providing the service shall provide written notice to the City no less than twenty-four (24) hours before delivery or placement of the equipment.
- (ii) The written notice required by this section shall include, at a minimum, (a) the date and address of the upland property associated with the rental, and (b) the name of the beach equipment renter, (c) proof of ownership or confirmation of vacation rental booking for the property, and (d) a photo ID of the property owner or property renter.
- (iii) No entity, person or Operator shall deliver, place, or cause to be delivered or placed any equipment within the Coastal Conservation Zone in connection with such a rental unless the written notice required by this section has first been provided to the City.

- (iv) Failure to comply with the requirements of this section shall constitute a violation of this Chapter and shall be enforceable in the same manner as other violations under this Chapter, including application of the suspension provisions set forth in Sec. 38-93.

Sec. 38-92 Commercial rental of beach equipment to a person or persons not in control of the upland property adjacent to the Coastal Conservation Zone is prohibited.

Sec. 38-93 Violations and suspension.

- (i) Fines for violations are determined and approved by resolution of the City Commission.
- (ii) If the special magistrate determines that an Operator, or any employee or agent of an Operator acting within the scope of duties relating to activities regulated by this Chapter, has committed a second violation of any provision of this Chapter or any resolution adopted by the City Commission to implement this Chapter within a rolling twelve (12) month period measured from the date of the first violation determination by the special magistrate, the franchise agreement of the Operator shall be suspended for three (3) months effective seven (7) days after the special magistrate's decision date.
- (iii) If the special magistrate determines that an Operator, or any employee or agent of an Operator acting within the scope of duties relating to activities regulated by this Chapter, has committed a third violation within the same rolling twelve (12) month period measured from the date of the first violation determination by the special magistrate, or that the Operator has engaged in operation during a period of suspension, the franchise agreement of the Operator shall be terminated effective seven (7) days after the special magistrate's decision date.
- (iv) Any suspension or termination imposed under this section may be appealed to the City Commission. A written notice of appeal must be filed with the City Clerk within seven (7) days after the written determination of suspension by the special magistrate. A suspension or termination shall become effective upon expiration of the appeal period unless a timely appeal is filed. A timely appeal shall stay the suspension or termination pending final action by the City Commission, except where the Mayor determines that an immediate suspension is necessary to address an imminent threat to public health or safety. The decision of the City Commission shall constitute final agency action.

Sec. 38-94 Related entities.

No individual or legal entity that owns, or owned during the preceding 12 months, 25 percent or more of an operating entity may own, control, manage, or otherwise participate in another registered entity during any period in which the operating entity is suspended or for two years following the termination of the operating entity's registration.

• **ARTICLE III. - GULF FRONT PARK**^[3]

~~•—Sec. 38-76. -- Permitted commercial activities.~~

new

(a)

~~Organized passive recreation activities, such as meditation, tai chi, and yoga instruction, are permitted provided there are no more than 15 participants, and beach access is unobstructed at all times. Organized passive recreation activities with more than 15 participants are considered "administrative special events" and must follow the procedures of Chapter 10 Amusements and Special Events.~~

(b)

~~The delivery of pre-ordered prepared food and beverages provided the delivery does not include tables, chairs, or other provisions.~~

(c)

~~A Commercial rental area is permitted with the following conditions:~~

(1)

~~Commercial rental areas must be pre-ordered.~~

(2)

~~No more than two commercial rental areas may be placed within 50 linear feet of each other, measured in any direction. Adjacent commercial rental areas shall not exceed 28 linear feet in any direction.~~

(3)

~~Signage and/or advertising may not exceed four square feet, must include the owner name and contact information, must be located on the temporary shade structure within the commercial rental area, and may not exceed the roofline of the temporary shade structure. No stand-alone signage is permitted.~~

(4)

~~Any individual or entity providing a commercial rental area must have on file with the city a valid proof of insurance certificate with coverage as stipulated by Resolution of the city commission.~~

(5)

~~Delivery and set-up may not occur prior to 7:00 a.m.~~

(6)

~~Tear-down must be complete and removed from the beaches by dusk. During inclement weather events, tear-down after dusk may not be penalized provided tear-down commences as soon as the beach is safe to access.~~

- **Sec. 38-~~9577~~. - Effective date.**

The effective date of this ordinance is ~~March~~-[OPEN], 2026.