

ATTACHMENT "B"

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF JACKSONVILLE AND  
THE CITY OF JACKSONVILLE BEACH FOR  
THE JACKSONVILLE BEACH PIER**

This Agreement is made and entered into this 11 day of MARch, 2002, by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and the laws of the State of Florida, whose address is Attn.: Office of the Mayor, 117 West Duval Street, Suite 400, Jacksonville, Florida 32202 ("Jacksonville"), and the CITY OF JACKSONVILLE BEACH, a municipal corporation existing under the laws of the State of Florida, whose address is Attn.: Office of the Mayor, Eleven North Third Street, Jacksonville Beach, Florida 32250 ("Jacksonville Beach").

WHEREAS, Jacksonville is a consolidated government in the form of a municipal corporation that is successor to the county government of Duval County;

WHEREAS, for purposes of this Agreement, Jacksonville is exercising its power as a county government pursuant to Section 3.01, City Charter;

WHEREAS, Jacksonville is desirous of building, maintaining and operating a public pier extending easterly from the bulkhead line into the Atlantic Ocean in the general location described in Exhibit A (the "Pier");

WHEREAS, Jacksonville is diligently pursuing the acquisition of all the necessary permits and submerged land leases (for Jacksonville Beach) from the necessary governmental agencies, and Jacksonville Beach agrees to reasonably cooperate with Jacksonville regarding the same (the "Permits");

WHEREAS, Jacksonville has agreed that upon its acquisition of said Permits, Jacksonville will build said Pier of approximately 1,300 feet and thereafter will own and operate

said Pier in its government capacity as a public fishing Pier and accessory uses;

WHEREAS, Jacksonville Beach and Jacksonville desire to enter into this Agreement to provide for Jacksonville's operation of the Pier after its completion;

NOW, THEREFORE, it is hereby agreed by the parties as follows:

1. The recitals above are true and correct and are incorporated herein by reference.
2. Jacksonville shall, at its sole cost (subject to the provisions of paragraph 3 below), build, maintain and cause the operation of a public Pier as set forth in this Agreement.
3. Jacksonville shall immediately and continue to diligently pursue until completion the selection and award to a contractor of a design-build contract for the Pier (the "Award") by September 15, 2002. If said Award is not completed by September 15, 2002, then Jacksonville shall return to Jacksonville Beach the amount of \$25,000 per month (prorated daily for each day the Award is delayed after September 15, 2002) until the entire \$250,000.00 is returned to Jacksonville Beach; it being understood that the return of said sums shall be the liquidated damages for the delay of the Award and shall not exceed \$250,000.00. Within ninety (90) days after the Award and Jacksonville's receiving the Permits, Jacksonville will commence construction of the Pier. The foregoing ninety (90) deadline, however, shall be tolled and suspended on a day for day basis for any delay caused by "Force Majeure" (defined herein as a party's failure to perform as attributable to war, riot, or other disorder; strike or other general work stoppage throughout Duval County; fire; flood; hurricane; tornado; or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent, and including, but not limited to, any delays associated with turtle nesting season). If Jacksonville shall begin construction within the time set forth herein, then Jacksonville Beach agrees that Jacksonville can utilize the \$250,000 (less any

liquidated damages paid by Jacksonville as set forth above) which Jacksonville has heretofore received from Jacksonville Beach toward the construction of said Pier.

4. Jacksonville agrees within a reasonable time thereafter to open the Pier to the public at a reasonable cost and cause the operation of the Pier solely at Jacksonville's expense in a normal and usual manner for the public's fishing and accessory uses. Said Pier shall be owned and operated at all times and be maintained by Jacksonville, in a governmental capacity. Nothing herein precludes Jacksonville from contracting with others to assist in these functions.

5. Jacksonville agrees to keep and maintain the Pier in good repair pursuant to local building codes; subject, however, to Force Majeure.

6. All uses conducted upon the Pier shall pay such licenses as Jacksonville Beach may, by ordinance, require for similar uses otherwise located within the city limits; however, it is understood that Jacksonville Beach may not charge a fee or license for fishing, walking, or sight-seeing on the Pier.

7. Jacksonville shall save Jacksonville Beach harmless in every respect in case of any claims or lawsuits growing out of the maintenance or operation of said Pier or connected in any manner with said Pier, and which shall not be the fault of Jacksonville Beach or its officers or employees. Jacksonville Beach shall save Jacksonville harmless in every respect in case of any claims or lawsuits connected in any manner with said Pier which is the fault of Jacksonville Beach or its officers or employees. This paragraph shall be limited by the provisions of Chapter 768.28, Florida Statutes.

8. Jacksonville Beach shall purchase the land located westerly of the existing Pier presently owned by Jacksonville, the description of which to be verified by title and any survey:

South ½ of Lot 3 and Lot 4, Block 51, Pablo Beach South,  
recorded in Plat Book 3, Page 28, current public records of Duval

County, Florida; together with the lands lying Easterly of said Lot 4 and South ½ of Lot 3, and lying between the Easterly projection of the South line of said Lot 4 and the Easterly projection of the North line of said South ½ of Lot 3, to the erosion control line, as recorded in Plat Book 35, pages 59, 59A and 59B, current public records of Duval County, Florida.

for the sum of \$650,000.00. The cost of recording the special warranty deed for the uplands (and if requested by Jacksonville Beach, any quit claim deed for submerged lands), any title search and owner's title policy, and any updated survey, appraisal, or environmental site assessment shall be borne by Jacksonville Beach (it being understood that both parties are exempt from documentary stamp taxes and ad valorem taxes). Such sale of the above-described property shall be in its "AS-IS" condition, except that Jacksonville agrees that it shall remove the existing Pier located east of the bulkhead line located at 6<sup>th</sup> Avenue South except for the existing restaurant building. Jacksonville Beach shall purchase the above-described property within ninety (90) days after construction Permits for the Pier are approved by all applicable governmental agencies. With respect to the existing restaurant building, in the event Jacksonville Beach determines the existing restaurant building requires demolition prior to the closing of the above-described lands, then Jacksonville agrees to demolish the existing restaurant at its expense pursuant to agreements and schedules to which the parties subsequently agree. In the event that Jacksonville Beach determines that it desires the existing restaurant building, it shall so notify Jacksonville and Jacksonville shall transfer whatever interest it has in the said building, submerged land lease for the building or franchise rights and shall so notify the proper officials. Jacksonville Beach shall be solely responsible to obtain the new lease or whatever is necessary to cause the said restaurant building to remain. If construction of the Pier does not begin expeditiously as set forth in this Agreement, or a Certificate of Occupancy (or its functional equivalent) is not issued (each jurisdictional party agreeing that it shall not unreasonably

withhold, condition, or delay any consents related to, or the issuance of, the Certificate of Occupancy), then in that event the parties shall rescind the transaction and the aforesaid \$650,000.00 shall be returned to Jacksonville Beach and the above-described property deeded back to Jacksonville. In the event this agreement is terminated, the parties shall comply with the Interlocal Agreement dated the 6<sup>th</sup> day of July 2000 (except for any adjustments made to the Jacksonville Beach \$250,000.00 contribution if Jacksonville paid any liquidated damages pursuant to the provisions of paragraph 3 above). If requested by a party, the parties agree to enter into a Purchase and Sale Agreement incorporating these provisions, in a form mutually acceptable to both parties, and the parties agree to deliver at closing such documents as reasonably necessary to accomplish the transaction contemplated herein.

9. Jacksonville Beach shall furnish at no additional cost to Jacksonville, via lease, easement, or other rights in a form mutually acceptable to both parties, public ingress and egress to the Pier across lands owned by Jacksonville Beach lying westerly of the Pier located between 4<sup>th</sup> and 5<sup>th</sup> Avenue North, and parking as set forth in this Agreement. This public ingress and egress, and parking, shall: (a) remain in effect as long as Jacksonville owns and operates the Pier, and (b) survive any transfer by Jacksonville Beach of its upland property.

10. Jacksonville Beach shall furnish at no additional cost to Jacksonville an easement in a form mutually acceptable to both parties, not less than one hundred (100) paved parking spaces for the exclusive use of persons using the Pier. The parking spaces shall be in the location generally depicted on Exhibit A attached hereto and incorporated herein by this reference. These parking spaces shall be located on property owned by, and under the control of Jacksonville Beach, but the parking spaces shall be designated for the exclusive use of persons using the Pier. If Jacksonville Beach builds a parking garage, it may exchange garage parking.

spaces in place of the designated ground parking spaces in Exhibit A on a one-for-one basis. The parking spaces (whether ground parking spaces or garage parking spaces) shall remain so designated for the exclusive use of persons using the Pier as set forth herein for so long as Jacksonville owns and operates the said Pier, and shall survive any transfer by Jacksonville Beach of the property.

11. Jacksonville Beach shall not require a franchise so long as Jacksonville owns and causes the operation of the Pier as set forth in this Agreement. The parties agree that: (a) if Jacksonville sells the Pier, it agrees to advise Jacksonville Beach in advance of such sale; and (b) if Jacksonville transfers the ownership, or for all intent and purposes the control of the Pier, to a non-governmental entity, then this Agreement shall terminate and be of no further force and effect and such transfer shall be subject to the franchise laws of Jacksonville Beach.

12. The existing Interlocal Agreement dated the 6<sup>th</sup> day of July, 2000, a copy of which is attached hereto as Exhibit B, shall terminate and be of no further force and effect when Jacksonville obtains the Certificate of Occupancy (or its functional equivalent) for the new Pier.

13. The parties agree to cooperate and deliver any further documents or perform any additional acts to accomplish the agreements set forth herein.

[Signatures continued on next page]

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.

ATTEST:

CITY OF JACKSONVILLE

By: *Heather A. Alford*  
Corporation Secretary

By: *John A. Delaney*  
John A. Delaney, Mayor

Form Approved:

By: *Karen M. Chastain*  
Office of General Counsel



ATTEST:

CITY OF JACKSONVILLE BEACH

By: *Heather A. Alford*  
City Clerk

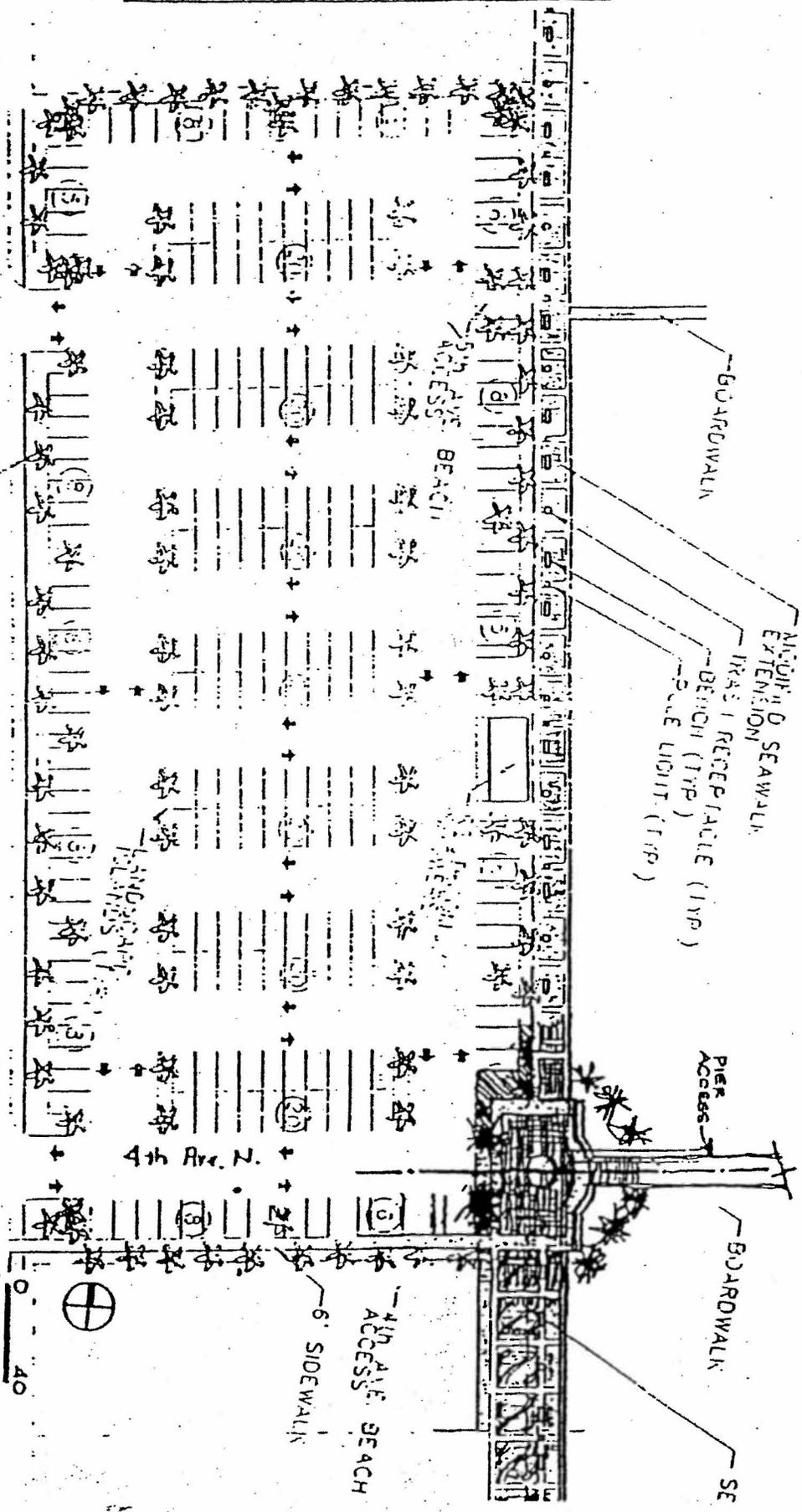
By: *Bob D. Marsden*  
Bob D. Marsden, Mayor

By: *George D. Forbes*  
George D. Forbes, City Manager

**EXHIBIT A**  
**APPROXIMATE LOCATION OF PIER AND PARKING**  
 (NOTE: THIS DEPICTION IS APPROXIMATE AND IS  
 SUBJECT TO FINAL PLANS AND SPECIFICATIONS)



ATLANTIC OCEAN



CITY OF JACKSONVILLE BEACH  
 PARKING LOT @ 4th/5th AVE. NORTH

APPROXIMATE PLACEMENT

EXHIBIT B  
JULY 6, 2000 INTERLOCAL AGREEMENT

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF JACKSONVILLE  
AND THE CITY OF JACKSONVILLE BEACH  
FOR THE JACKSONVILLE BEACH PIER**

This Agreement is made and entered into this 6<sup>th</sup> of July, 2000, by and between THE CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and the laws of the State of Florida, whose address is Attn: Office of the Mayor, 117 West Duval Street, Suite 400, Jacksonville, Florida 32202 ("City of Jacksonville"), and THE CITY OF JACKSONVILLE BEACH, a municipal corporation existing under the laws of the State of Florida, whose address is Attn: Office of the Mayor, 11 N. Third Street, Jacksonville Beach, Florida 32250 ("City of Jacksonville Beach").

WHEREAS, the City of Jacksonville is a consolidated government in the form of a municipal corporation that is successor to the county government of Duval County,

WHEREAS, for purposes of this Agreement, the City of Jacksonville is exercising its power as a county government pursuant to Section 3.01, City Charter,

WHEREAS, City of Jacksonville will be acquiring, maintaining, and operating a pier located in Jacksonville Beach, as legally described in Exhibit "A" attached hereto, and those sovereignty submerged lands, as legally described in that certain Sovereignty Submerged Lands Lease Renewal between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and Rhonda B. Robinson f/k/a Rhonda Bone Weaver, dated effective on or about July 12, 1999, Lease No. 160002432 (collectively, the "Pier");

WHEREAS, there currently exists a franchise agreement for the operation of the Pier between the City of Jacksonville Beach and the non-governmental owner of the Pier, Rhonda B. Robinson, as successor to Ann S. Bone and f/k/a Rhonda B. Weaver, dated on or about September 19, 1983, and set forth in City of Jacksonville Beach Ordinance No. 7237 (the "Franchise");

WHEREAS, City of Jacksonville Beach has agreed to terminate the Franchise concurrently or after City of Jacksonville's acquisition of the Pier from the current non-governmental owner as set forth in this Agreement;

WHEREAS, the City of Jacksonville has agreed that upon its acquiring the said Pier and adjoining upland lots that it will operate said Pier and upland in its government capacity as a public pier for amusement, recreation, and related business, but not for the docking of boats;

WHEREAS, the City of Jacksonville Beach and City of Jacksonville desire to enter into this Agreement to provide for City of Jacksonville's operation of the Pier after the termination of the Franchise;

NOW, THEREFORE, it is hereby agreed by the parties as follows:

1. The recitals above are true and correct and are incorporated herein by this reference
2. Upon City of Jacksonville's request, after purchase of the Pier, the City of Jacksonville Beach agrees to terminate the Franchise and shall not require another franchise so long as City of Jacksonville owns and causes the operation of the Pier as set forth in this Agreement.
3. City of Jacksonville agrees to repair the Pier at its cost. The City of Jacksonville Beach agrees that within ten (10) days of the execution of this Agreement to make a one time contribution to the City of Jacksonville in the sum of \$250,000 toward said cost. The City of Jacksonville agrees within a reasonable time thereafter to open the Pier to the public at a reasonable cost and cause the operation of the Pier solely at City of Jacksonville's expense in a normal and usual manner for the public's amusement, recreation and fishing, as well as all business purposes associated with such activities. Said Pier shall be owned and operated at all times and be maintained by the City of Jacksonville, in a governmental capacity. Nothing herein precludes the City of Jacksonville from contracting with others to assist in these functions.
4. City of Jacksonville agrees to keep and maintain the Pier in good repair pursuant to local building codes; subject, however, to casualty, acts of God, or other force majeure.
5. No concessions, businesses, amusement or fishing shall be allowed upon said Pier within two hundred (200) feet of the said bulkhead line; provided, however, that a ticket booth may be so located within said area and provided further, however, that seats may be placed along the sides of such portions of the pier as not to interfere with the walkway 12 feet in width which shall be kept clear of obstructions at all times; and provided further that the concessions, businesses, fishing or amusement may be placed on said pier beyond such two hundred (200) foot limit from the said bulkhead line, and further provided that a walkway of not less than 10 feet in width shall be kept clear of all obstructions. All buildings, concessions and other structures upon the pier shall be uniform in construction.
6. All concessions, amusements and businesses conducted upon the pier shall pay such licenses as the City of Jacksonville Beach may, by ordinance, require, for similar concessions, amusements or businesses otherwise located within the city limits.
7. City of Jacksonville shall save the City of Jacksonville Beach harmless in every respect in case of any claims or lawsuits growing out of the maintenance or operation of said Pier or connected in any manner with said Pier, and which shall not be the fault of the City of Jacksonville Beach or its officers or employees. The City of Jacksonville Beach shall save the City of Jacksonville harmless in every respect in case of any claims or lawsuits connected in any manner with said Pier which is the fault of the City of Jacksonville Beach or its officers or employees. This paragraph shall be limited by the provision of Chapter 768.28, Florida Statutes.
8. The parties agree that in the event the City of Jacksonville transfers the ownership of the Pier and the adjoining upland to a non-governmental entity, then this Agreement shall terminate and

be of no further force and effect or if the City of Jacksonville sells the Pier and said land, it agrees to advise the City of Jacksonville Beach in advance of such sale.

9. The parties agree to cooperate and deliver any further documents or perform any additional acts to accomplish the agreements set forth herein.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.

ATTEST:

By:

Linnie C. Williams  
Linnie C. Williams  
Corporation Secretary



CITY OF JACKSONVILLE

John A. Delaney  
John A. Delaney  
Mayor

Form Approved:

By:

Karen M. Chavlan  
Office of General Counsel

ATTEST:

By:

Bruce Corbitt  
Bruce Corbitt  
City Clerk

CITY OF JACKSONVILLE BEACH

By:

Bob D. Marsden  
Bob D. Marsden  
Mayor

AND

By:

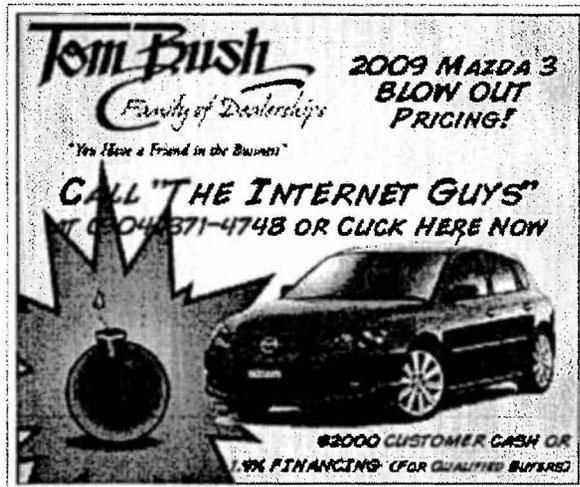
George D. Forbes  
George D. Forbes  
City Manager

Home Community

## Jacksonville Beach decides to try out parking charges

The June 27-28 pilot project will charge \$10 a day to park in two city-owned lots.

BY CAREN BURMEISTER | STORY UPDATED AT 10:15 AM ON THURSDAY, JUN. 4, 2009



JACKSONVILLE BEACH - The City Council approved a pilot project Monday to test the public's response to \$10-a-day parking fees in city-owned parking lots in the downtown redevelopment area.

Under the test run, the city will charge the fees on June 27 and 28 in two parking lots on First Street North: at the fishing pier and in the parking area next to Latham Plaza, across from the SeaWalk Pavilion.

The city could also charge the parking fees on other weekends through July 19.

The Jacksonville Beach council has discussed using parking fees as a way to help control crime, unruly crowds and loitering. Two police officers, in addition to several civilians, will be posted in both lots to collect the fees and keep data. Some parking lot entrances will be blocked so there is only one way in and out.

Dan Burden, a transportation expert who works with the Orlando-based company that helped the city develop its Downtown Vision Plan, told the city during a 2007 tour that to succeed, it needs to consider charging cars to park in busy parking lots.

In a recent workshop on the issue, City Manager George Forbes insisted the city start with a pilot project, warning that parking fees will present a "cultural shift" for residents and visitors who have never paid to park in city-owned lots.

Data gathered from the pilot project will help the city determine how much staffing it would require and measure other pros and cons, Forbes said Monday.

"We'll see how it goes and re-evaluate," he said.

If loitering is the problem, resident Janet Folsom said, why don't police arrest people for hanging out in the parking lots?

Mayor Fland Sharp said it was a difficult issue to control in part because arrests for loitering as "totally unconstitutional."

"Why are those signs up there then?" she asked, referring to signs in those parking lot.

But for a shrug of the shoulder, she got no answer.

Under the parking proposal, the \$10 fee will be charged from 9 a.m. to midnight Saturday, June 27, and from 9 a.m. to 11 p.m. Sunday, June 28. Councilman Rick Knight asked if the city could adjust the hours if necessary. Forbes said that would be left up to the Police Chief Bruce Thomason.

Jacksonville Beach officials estimate it will cost about \$4,700 to post police officers and civilians in the parking lots. They expect to collect about \$8,100 from the parking fees.

Caren Burmeister can also be reached at (904) 249-4947, ext. 6321

## User Comments

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### **Parking fees at the beach a tad high**

Submitted by TAGSAngel on Wed. 6/3/2009 at 9:35 am \$10.00 parking just to go to the beach? Lets get serious now folks. It's not as if there's ample parking somewhere else. So at this point its just highway robbery!

[Login Or Register To Post Comments](#) [Flag As Offensive](#)

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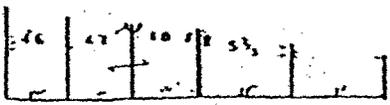
### **Agreed**

Submitted by Kevin Basarab on Wed. 6/3/2009 at 12:58 pm

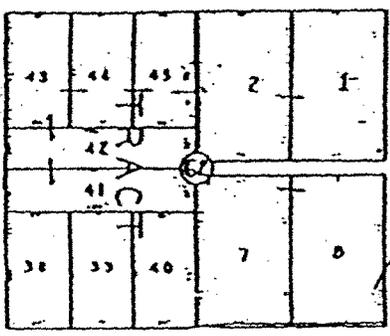
I'm pretty sure last time I parked in Daytona it only cost \$7 to park. I can understand wanting to charge for those lots but at least make it reasonable.

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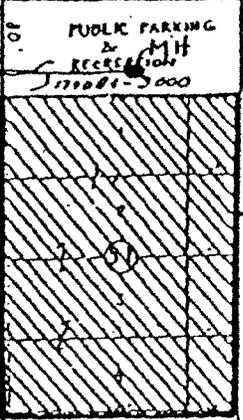
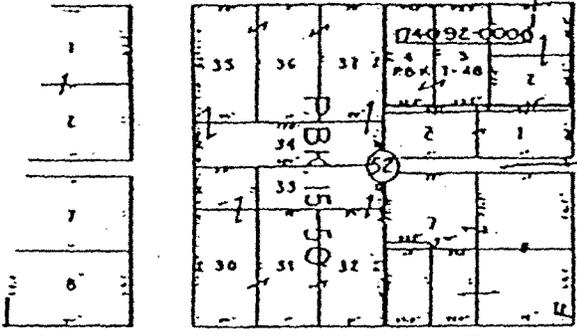
the all-new **jacksonville.com** [Click here](#)  
It's a better site, so get to know it better.



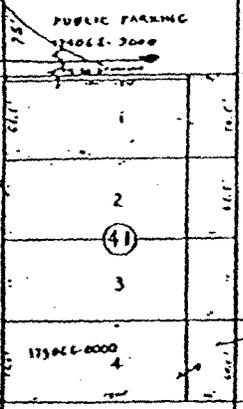
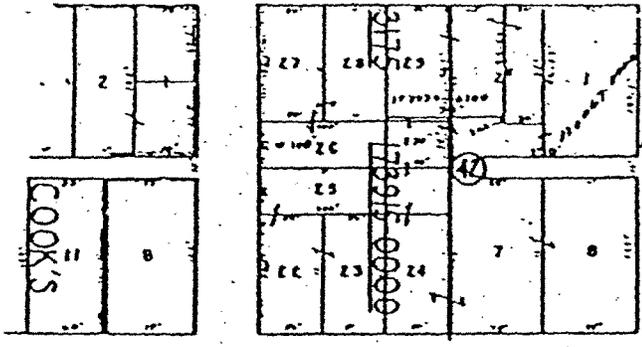
6<sup>th</sup> Avenue North



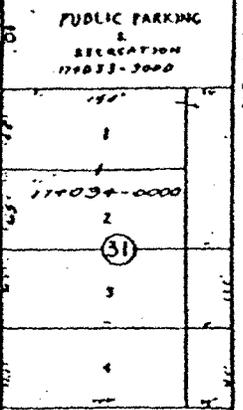
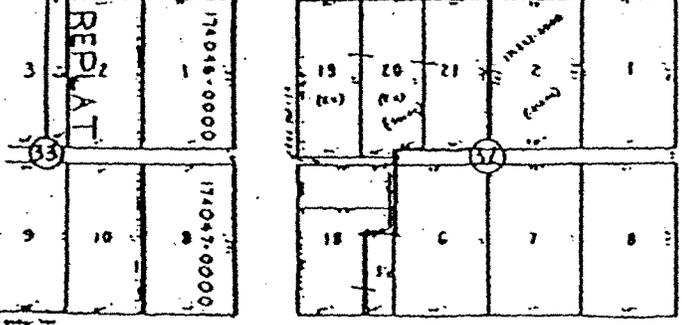
5<sup>th</sup> Avenue North



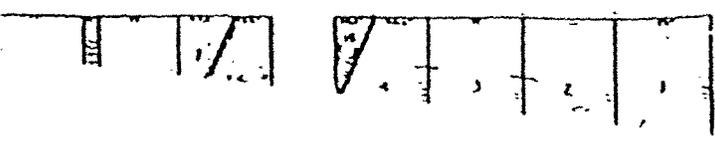
4<sup>th</sup> Avenue North



3<sup>rd</sup> Avenue North



2<sup>nd</sup> Avenue North



North 1<sup>st</sup> Street

ST

BOARDWALK

B E A C H

City-Owned Proper

0953410-C14

CASA MARINA

PUBLIC PARKING & RECREATION 177081-3000

PUBLIC PARKING 177082-3000

PUBLIC PARKING & RECREATION 177083-3000

PUBLIC PARKING & RECREATION 177084-3000

COOK'S

177091-0000

REPLAT

177048-0000

177047-0000

177092-0000

177094-0000

177082-0000

FIRST STREET

4TH AVE. N.

PARKING LOT  
(BY CITY OF JACKSONVILLE BEACH)

(BY CITY OF JACKSONVILLE BEACH)

SEA WALL

COLLUSION

30'

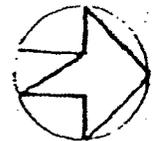
22'

22'

1270'

30'

30'



W.L.L. 2/11/02

JACKSONVILLE BEACH PIER

PROPOSED NEW



1  
2  
3  
4  
5

## **EXHIBIT B**

### **Scope of Services**

#### **GENERALLY**

The Pier Operator will commence operations of a retail shop on the Pier, and will provide daily maintenance and janitorial and security services on the entire Pier in accordance with the following:

- The Pier Operator shall operate the Pier in such a way as to be an attraction for the public, by providing, at a minimum, a retail concession, including bait and tackle shop, and including any other amenities which could further attract visitors to the Pier.
- The Pier Operator shall generate revenues and maximize profits.
- The Pier Operator shall operate the Pier in strict accordance with the provisions of the Interlocal Agreement attached is Exhibit A to the Agreement.

#### **SCOPE OF SERVICES TO BE PROVIDED BY PIER OPERATOR**

##### **A. Start-Up and Operation of an On-Pier Retail Concession**

The Pier Operator must start-up and operate an on-pier retail concession, and offer fishing license applications therein. The Pier Operator may use a cast net from the Pier as necessary in order to catch live bait which will allow the Pier Operator to sell live bait and eliminate the unlicensed sale or giveaway of bait by Pier patrons. The City expects that the retail concession should be profitable. The Pier Operator must fund all start-up and inventory costs for the retail concession, including installation of furniture, fixtures and equipment. Hours of operation, merchandise, and prices must be as proposed by the Operator, and as approved by the City.

In connection with the retail concession, the Pier Operator may offer additional food and snack items that do not require a hood or deep fryer, including items such as pre-prepared sandwiches and microwaveable foods.

##### **B. Provision of Maintenance/Janitorial Services on the Entire Pier (East of Seawall other than trash dumpster):**

The Pier must be clean, sanitary, and appealing to the eye at all times. The Pier Operator must be responsible for litter removal, emptying of waste receptacles, debris and spill removal, waste removal, removal of bird droppings, pressure washing and surface disinfection, all in accordance with federal, state and local pollution prevention regulations. The Pier Operator must also perform all maintenance required on the Pier, excluding structural repairs. The selected Pier Operator must submit an annual maintenance plan to the City for approval, and shall maintain an insect/vermin certificate throughout the length of the agreement. The methods to accomplish these shall be as proposed by the Pier Operator, and as approved by the City.

All costs of repair, maintenance and replacement of such fixtures, equipment and furnishing shall be done at the sole expense of the Pier Operator and must be accomplished within 48 hours after the need for repairs and/or maintenance becomes apparent.

The Pier Operator must, at all times, keep the Pier free and clear of objects, impediments and trash. The Pier Operator is solely responsible for the cleaning of the concessions building, public restrooms, interior offices, storage room and fish cleaning tables. In addition to such cleaning, the Pier Operator must be responsible for the repair of all interior equipment, cash registers, tanks, pumps and any other equipment used in operation of the Pier or concessions.

The Pier Operator must develop a maintenance plan, which will include cleaning schedules and frequencies for pier associated operations.

C. Provision of Security Services on the Entire Pier (East of Seawall):

The entire Pier must be safe and secure at all times. The Pier Operator shall be responsible for the safety and security of Pier visitors during published hours of operations, and for protection of pier property 24 hours per day. The methods to accomplish this shall be as proposed by the Pier Operator, and as approved by the City.

D. Proposition of Starting-Up and Operating Other Profit Generating Amenities, Activities, or Attractions on or Adjacent to the Pier:

The Pier must be an attraction to as many diverse crowds as possible. As such, the Pier Operator should propose additional activities, amenities, and facilities that would attract visitors to the Pier and generate profits. The methods to accomplish this shall be as proposed by the Pier Operator, and as approved by the City.

E. Compliance with Interlocal Agreement:

The Pier must be operated in accordance with the Interlocal Agreement between the Cities of

Jacksonville and Jacksonville Beach. The Pier Operator must acknowledge this requirement in its response to this Request for Proposals.

F. Provide Monthly Reports to the City

The Pier Operator must submit a written monthly report to the City summarizing the previous month's operations and activities, including revenues, number of visitors, maintenance, and any other significant or special activities. The City shall have the right to conduct annual audits of operators' books and records.

G. Develop Hurricane Preparation Plan:

Within 90 days after contracting with the City, the Pier Operator must submit a Hurricane Preparation Plan to the City for its review. The Hurricane Preparation Plan must address the security of the Pier and protection of property (either City-owned or Pier Operator owned).

H. Staffing Requirements:

The Pier Operator must, at all times, maintain an adequate number of competently trained staff to provide operational coverage on a full time basis during all operating hours of the pier.

The Pier Operator's employees must be uniformed and have photo I.D. badges so that the general public may identify those employees associated with the Pier operation.

I. Hours of Operation:

The fishing pier facilities operating hours must be open to negotiation. However, the Mayor or his designee, shall order the closing of the Pier as deemed necessary in his sole discretion for safety or other reasons.

J. Utilities:

The Pier Operator must pay for all utilities including, but not limited to, water, electrical, sewer, telephone, and sanitation services used or consumed in/on the premises of the Pier and concession building/restroom(s). Utilities must be serviced through meters separate from those of the City.

K. Capital Improvements:

All capital improvements must meet all federal, state and local requirements and must be subject to written approval by the Mayor, or his designee, in his sole discretion. The Pier Operator is responsible for developing, and funding, the capital improvement plan.

L. Proposed Pier Rules

In connection with its management of the Pier, the Pier Operator will prohibit the following:

1. Roller Blades
2. Surf Boards
3. Bicycles
4. Throwing Items from the Pier
5. Sitting on Pier railings
6. Pets
7. Sleeping Bags
8. Jumping or Diving from the Pier
9. Fly Rods
10. Hand Lines
11. Cast Nets
12. Shark Fishing
13. Running

No Alcoholic  
Beverages

posted!