



City of South Pasadena

7047 SUNSET DRIVE SOUTH
SOUTH PASADENA, FLORIDA 33707
PH: (727) 347-4171 FAX: (727) 345-0518
WWW.MYSOUTHPASADENA.COM

A G E N D A

REGULAR COMMISSION MEETING
SOUTH PASADENA, FLORIDA

TUESDAY, DECEMBER 10, 2024
COMMISSION CHAMBERS 7:00 P.M.

CALL TO ORDER
INVOCATION
PLEDGE OF ALLEGIANCE
ROLL CALL
REPORTS
PEOPLE'S FORUM
AGENDA COMMENT

DISCUSSION ITEMS

PUBLIC HEARING - QUASI-JUDICIAL

1. CONSIDERATION OF APPLICATION FOR SPECIAL EXCEPTION FROM MICHAEL MITTLER/GIBSON MARINE CONSTRUCTION FOR 7060 SOUTH SHORE DRIVE SOUTH, SOUTH PASADENA, FL 33707.

PUBLIC HEARING - LEGISLATIVE

2. ORDINANCE NO. 2024-06 - AN ORDINANCE OF THE CITY OF SOUTH PASADENA, FLORIDA, AMENDING APPENDIX CHAPTER A198 FEES OF THE CODE OF ORDINANCES RELATING TO RATES AND CHARGES FOR SEWAGE USAGE; TO INCREASE THE BASE MINIMUM MONTHLY SEWER RATES AND SEWER FLOW CHARGE RATE BY 8%; PROVIDING AN EFFECTIVE DATE - SECOND AND FINAL READING.
3. ORDINANCE NO. 2024-07 - AN ORDINANCE OF THE CITY OF SOUTH PASADENA, FLORIDA, AMENDING APPENDIX CHAPTER A198 FEES OF THE CODE OF ORDINANCES RELATING TO RATES AND CHARGES FOR RECLAIMED WATER; TO INCREASE THE MINIMUM MONTHLY RECLAIMED WATER SERVICE CHARGE FOR SINGLE FAMILY RESIDENTIAL CUSTOMERS TO \$10.87 AND TO INCREASE COMMERCIAL AND MUNICIPAL USER SERVICE CHARGES TO \$310.58 PER PVIOUS ACRE; PROVIDING AN EFFECTIVE DATE - SECOND AND FINAL READING.

REGULAR COMMISSION MEETING
TUESDAY, DECEMBER 10, 2024 - 7:00 P.M.

UNFINISHED BUSINESS

NONE

CONSENT AGENDA

Resolutions and Motions of a non-controversial nature may be placed on the Consent Agenda. One motion for approval is required to pass the entire Consent Agenda; however, any item(s) may be removed prior to motion for approval.

4. APPROVAL OF COMMISSION MEETING MINUTES FOR THE MONTH OF NOVEMBER 2024 ON FILE IN CITY CLERK'S OFFICE
AGENDA MEETING, NOVEMBER 5, 2024; ADMINISTRATIVE WORKSHOP, NOVEMBER 5, 2024; REGULAR COMMISSION MEETING, NOVEMBER 12, 2024; AND ADMINISTRATIVE WORKSHOP, NOVEMBER 19, 2024.

NEW BUSINESS

5. RESOLUTION NO. 2024-10 - A RESOLUTION OF THE CITY OF SOUTH PASADENA TO TEMPORARILY WAIVE LOCAL BUILDING PERMIT FEES BEGINNING OCTOBER 1, 2024, THROUGH AND INCLUDING MARCH 31, 2025, FOR REPAIR AND DEMOLITION OF HURRICANE DAMAGED RESIDENTIAL AND COMMERCIAL STRUCTURES; INSTALLATION OF MATERIALS AND EQUIPMENT WITHIN AND ATTACHED TO DAMAGED STRUCTURES; AND PROVIDING FOR AN EFFECTIVE DATE.

ADJOURN

This meeting is open to the public. Ordinances may be inspected by the public in the office of the City Clerk at City Hall from 8:00 a.m. to 4:00 p.m. Monday through Friday with the exception of holidays. Any person who decides to appeal any decision of the City Commission with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The City of South Pasadena is committed to providing reasonable accommodation for access for the disabled. In accordance with the Americans with Disabilities Act and F.S. 286.26, anyone needing assistance with regard to this meeting should contact the City Clerk's Office in writing at least 48 hours prior to the meeting. For more information or assistance please contact the City Clerk's office at 727-347-4171.



PUBLIC HEARING - QUASI-JUDICIAL

AGENDA MEETING
TUESDAY, DECEMBER 3, 2024

REGULAR COMMISSION MEETING
TUESDAY, DECEMBER 10, 2024

-
1. CONSIDERATION OF APPLICATION FOR SPECIAL EXCEPTION FROM MICHAEL MITTLER/GIBSON MARINE CONSTRUCTION FOR 7060 SOUTH SHORE DRIVE SOUTH, SOUTH PASADENA, FL 33707.
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City of South Pasadena
Community Improvement Department
Office Address: 6940 Hibiscus Ave. S, South Pasadena, FL 33707
Mailing Address: 7047 Sunset Dr. S, South Pasadena, FL 33707
Phone: (727)343-4192 Fax: (727)381-4819

MEMORANDUM

To: City of South Pasadena Mayor and Commissioners
From: Terri Sullivan, CFM, Community Improvement Director/Building Official 
Subject: Request to replace seawall cap and raise the elevation of the seawall cap by 12”
Date: November 14, 2024

PROJECT DESCRIPTION

Applicant: Michael Mittler/Gibson Marine Construction
Property Owner: James A Johnson, Amy Jensen-Chretien
Property Address: 7060 South Shore Drive South
Zoning District: RE-70 Single Family Residential, AL Aquatic Land
Future Land Use Map: Residential Low, Water
Current Use: Single Family Residential
Parcel Size: 10,755 square feet (approximately .24 acres)
Proposed Use: Single Family Residential

PURPOSE

This request is for a special exception use permit to replace an existing seawall cap 12” higher than the existing seawall cap. In accordance with Section 130-17 C (3), a seawall is a use requiring a special exception use permit unless it is a repair or an exact replacement.

APPLICABLE CODE REQUIREMENTS

§130-17 C. (3) Uses requiring a special exception permit. The following uses require a special exception permit; provided, however, that repairs to, or exact replacement of, docks, seawalls and boat hoists are exempt from this requirement. (3) Seawalls.

§108-78 In coastal high-hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave run up and wave reflection that would increase damage to adjacent buildings and structures. Such other

development activities include but are not limited to: A. Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures.

REVIEW CRITERIA AND FINDINGS

§130-17 E. Special exception use permit review criteria. In addition to the criteria set forth in §130-48, the following criteria shall also be met by any applicant seeking to obtain a special exception use permit in the Aquatic Lands District:

1. Protect the right of the public to the use and enjoyment for recreational purposes of any of the water or submerged lands affected.

FINDING: That granting the special exception will not adversely affect the right of the public to the use.

2. Preserve grass flats and flats for breeding and spawning grounds for fish.

FINDING: That granting the special exception will not adversely affect the preservation of the grass flats and flats for breeding and spawning grounds for fish.

3. Not cause or contribute to erosion of waterfront properties.

FINDING: That granting the special exception will cause or contribute to erosion of waterfront properties. This portion of the property is in a Coastal High-Hazard area (V-Zone). Per 108-78 In coastal high-hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave run up and wave deflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to: A. Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures.

When you elevate a seawall for only one property and not the neighboring property, the most likely outcome is increased erosion on the unprotected property due to flanking erosion, where waves are redirected and concentrated against the unprotected property. When waves hit the elevated seawall, they are deflected sideways, increasing the force of the water impacting the unprotected area next to it. An engineering analysis has not been by a qualified registered design professional to demonstrate no harmful diversion of floodwaters or wave run up and wave deflection

4. Not create any alteration of water flow, accumulation of debris or creation of water pockets for incubation of red tide.

FINDING: That granting the special exception will create an alteration of water flow, or accumulation of debris on neighboring properties. This portion of the property is in a Coastal High-Hazard area (V-Zone). Per 108-78 In coastal high-hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals

demonstrate no harmful diversion of floodwaters or wave run up and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to: A. Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures.

5. Demonstrate that adequate precautions are taken to prevent saltwater intrusions into surface water tables.

FINDING: That granting the special exception will not adversely affect saltwater intrusion into surface water tables.

6. Display that there are proper provisions to be taken for protection of an access to existing or proposed navigable channels or basins.

FINDING: That granting the special exception will not adversely affect access to existing or proposed navigable channels or basins.

§130-48 Criteria for review of special exception use permit.

- A. The City Commission shall not grant a special exception use permit unless the Commission finds affirmatively on the following four criteria:

1. That granting the special exception will not adversely affect the public interest.

FINDING: That granting the special exception will create an alteration of water flow which could adversely affect the public interest.

2. That the requested use is reasonably compatible with surrounding uses. In making this determination the following factors should be considered:

- a. Hours of operation.
- b. Traffic generation characteristics.
- c. Setbacks and buffering.
- d. Proposed FAR and ISR.

FINDING: That none of these items fit into the request.

3. That the land and building area is adequate for the operation of the use.

FINDING: That the land and the building area is not affected by the special exception use request.

4. That approval of the use will not result in reduced land values and detract from surrounding areas.

5. *FINDING:* There is no indication that the land values would be reduced or that it would detract from the surrounding areas.

RECOMMENDATION

Based on the review of criteria of the City of South Pasadena's Land Development Regulations, staff does not recommend approval of a special exception use permit to replace the seawall cap 12" higher than the existing seawall cap.



City of South Pasadena

COMMUNITY IMPROVEMENT

Office Address:
6940 Hibiscus Ave S
South Pasadena, FL 33707

Mailing Address:
7047 Sunset Dr S
South Pasadena, FL 33707

*PHONE: (727) 343-4192 * FAX: (727) 381-4819*

Received
AUG 19 2024

PN2-0824-0002

Date: 8/9/2024

Property Address: 7060 S Shore Dr South Pasadena

Legal Description: Pasadena Isle BIK I, Lot 41 & Se'ly 12 ft of 42 & Sumb land adj on SW less any part in intercoastal w/w

A hearing is requested for a Special Exception use Permit for the following reason(s):

Replace Seawall Cap with Elevation
Raised 12"

Applicant: Michael Mither / Gibson Marine Construction

Applicant's Phone Number: 813-712-0337 / 727-942-3111

Applicant's Address: 2131 Range Rd Clearwater FL 33765

Property Owner: James Johnson + Amy Jensen-Chretien

Property Owner's Address: 7060 S Shore Dr S Pasadena FL

The following data and exhibits shall be submitted with the application and they will become a permanent part of the public records:

- Plot Plan or Site Plan drawn to scale showing all existing and proposed structures, dimensions, setbacks from all property lines, property dimensions, abutting streets and other public easements.
- Recent survey of subject property.

The following are the minimum criteria for a Special Exception Use Permit. Explain how each of these criteria applies to the subject property.

1. That granting the Special Exception Use Permit will not adversely affect the public interest.

The proposed work is for a Residential
seawall cap. and will not adversely affect
the public.

2. That the requested use is reasonably compatible with surrounding uses. In making the determination, the following factors should be considered:

a. Hours of Operation: N/A

b. Traffic generation characteristics: N/A

c. Required Parking Spaces per section 130-19-K N/A

d. Setbacks and buffering: _____

e. Proposed floor area ratio and impervious surface ratio:

FAR: N/A ISR: N/A

3. That the land or building area is adequate for the operation of the proposed Special Exception: _____

Residential Property

- 4. That approval of the use will not result in reduced land values and detract from surrounding areas:

We Are Replacing An Existing Seawall Cap
on A Residential Property, But would like
to Raise The Elevation 12"

This application with all supporting data (including legal advertisement for hearing) and information shall be completed and returned to the Community Improvement Department before the request can be reviewed and processed as required by law.

In making a recommendation, the Planning & Zoning Board may suggest that conditions be attached to the Special Exception Use Permit. In granting a Special Exception Use Permit, the City Commission may attach such reasonable condition(s) and safeguards as it deems necessary to implement the purposes of this chapter.

By signing below, you agree that this application has been completed to the best of your knowledge and ability and that any purposeful misrepresentations or omissions will render this application null and void.

M. Muttler
Signature of Application

8/19/2024
Date

Michael Muttler
Printed Name of Applicant

FOR INTERNAL USE ONLY

Submitted on: _____ by _____
Date Name of Person Submitting Application

Fee of \$ _____ paid on _____ via _____
Amount Date Check #, Money Order #, Etc.

Signature of CID Staff Member Date

Printed Name of CID Staff Member

Fee submitted to Finance Department on _____ by _____
Date CID Staff Member

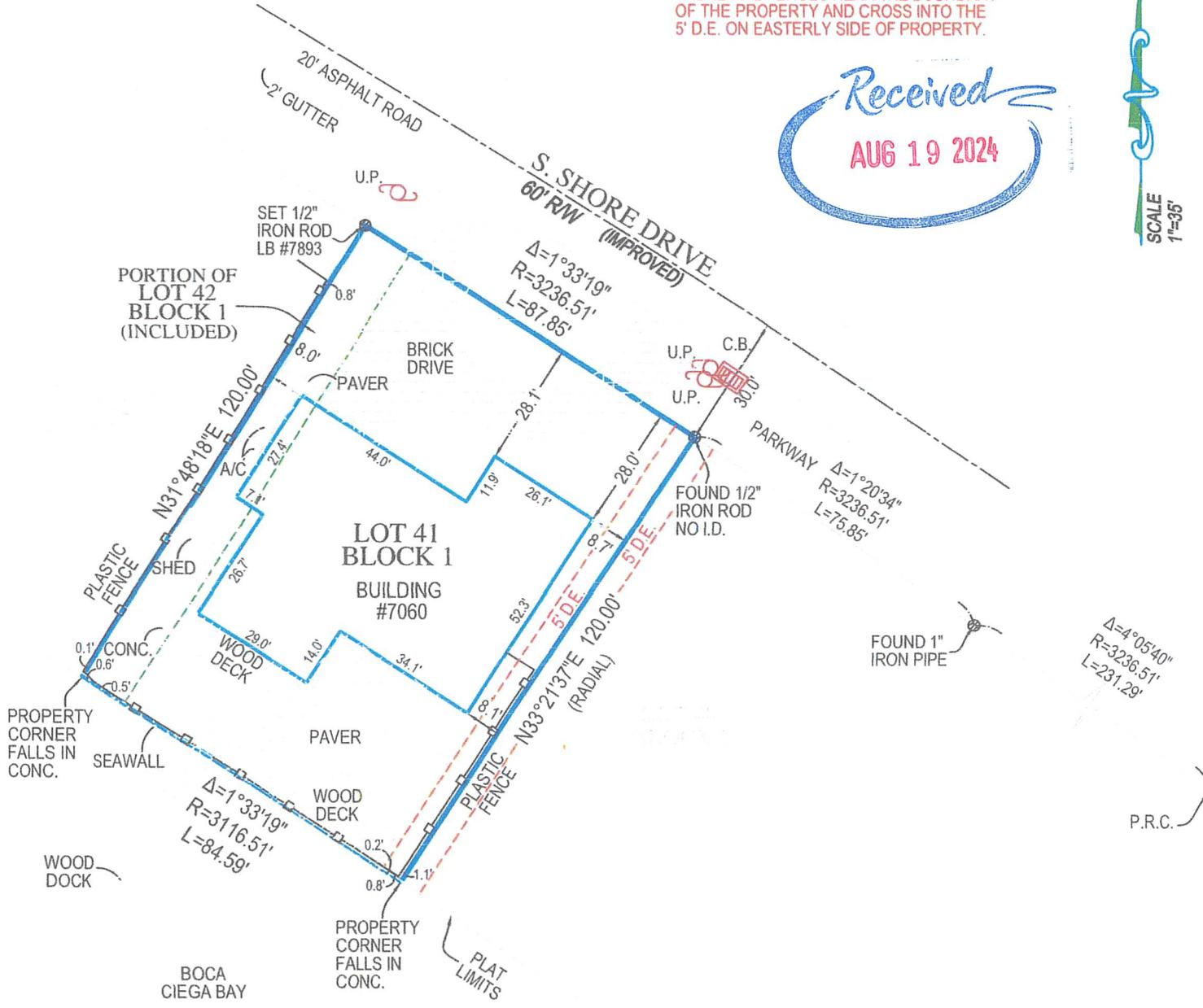
BOUNDARY SURVEY

SURVEY NOTES
 BRICK DRIVE CROSSES PROPERTY LINE
 ON NORTHERLY SIDE OF LOT.

THERE ARE FENCES NEAR THE BOUNDARY
 OF THE PROPERTY AND CROSS INTO THE
 5' D.E. ON EASTERLY SIDE OF PROPERTY.

Received
AUG 19 2024

SCALE
 1"=35'



PAGE 2 OF 2 PAGES
 (NOT COMPLETE WITHOUT PAGE 1)
 SURVEY NUMBER:
 615433

GENERAL NOTES:

- 1) LEGAL DESCRIPTION PROVIDED BY OTHERS
- 2) THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PLAT.
- 3) UNDERGROUND PORTIONS OF FOOTINGS, FOUNDATIONS OR OTHER IMPROVEMENTS WERE NOT LOCATED.
- 4) WALL TIES ARE TO THE FACE OF THE WALL AND ARE NOT TO BE USED TO RECONSTRUCT BOUNDARY LINES.
- 5) ONLY VISIBLE ENCROACHMENTS LOCATED.
- 6) DIMENSIONS SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE SHOWN.
- 7) FENCE OWNERSHIP NOT DETERMINED.
- 8) ELEVATIONS INDICATED HEREON ARE IN FEET AND DECIMALS REFERENCED TO N.A.V.D. 1988
- 9) THIS SURVEY HAS BEEN COMPLETED FOR A MORTGAGE TRANSACTION, ITS SCOPE IS LIMITED TO THE DETERMINATION OF TITLE DEFICIENCIES. NO DESIGN OR CONSTRUCTION SHALL BE BASED UPON THIS SURVEY WITHOUT APPROVAL FROM TARGET SURVEYING PRIOR TO SUCH USE. TARGET SURVEYING ASSUMES NO RESPONSIBILITIES FOR ERRORS RESULTING FROM FAILURE TO ADHERE TO THIS CLAUSE.
- 10) IN SOME INSTANCES, GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE RELATIONSHIPS BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. IN ALL CASES, DIMENSIONS SHALL CONTROL THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.



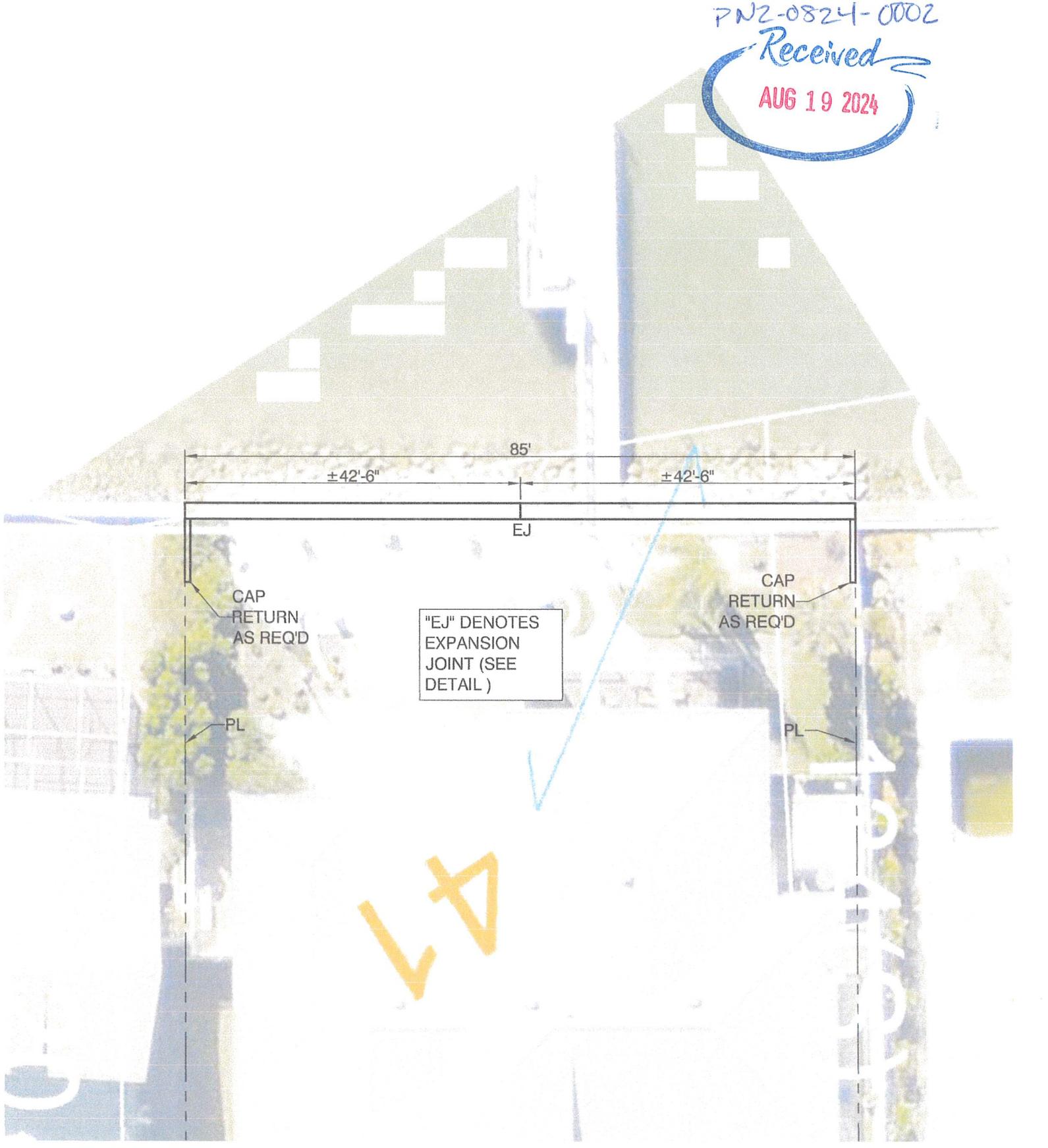
**TARGET
 SURVEYING, LLC**

LB #7893

SERVING FLORIDA

6250 N. MILITARY TRAIL, SUITE 102
 WEST PALM BEACH, FL 33407
 PHONE (561) 640-4800
 STATEWIDE PHONE (800) 226-4807
 STATEWIDE FACSIMILE (800) 741-0576
 WEBSITE: <http://targetsurveying.net>

Received
AUG 19 2024



1 OVERALL SITE PLAN VIEW
1 OF 2 1"=16'

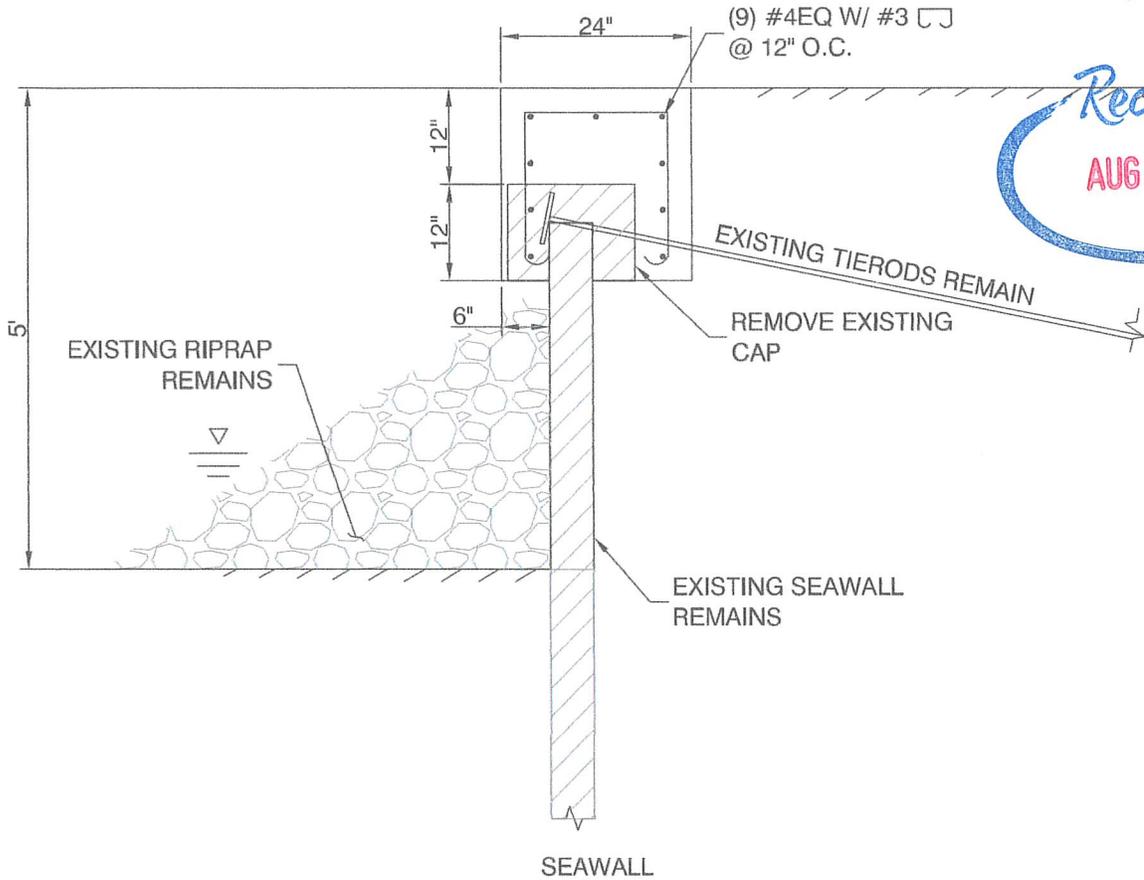
Digitally signed by John B. Adams, Jr.
No. 53963
STATE OF FLORIDA
PROFESSIONAL ENGINEER
Date: 2024.04.08

Reuben//Clarson
CONSULTING
MARINE ENGINEERING
ASSESS.ADVISE.DESIGN
(CERT. OF AUTH. NO. 9206)
780 94TH AVENUE NORTH, SUITE 102, ST. PETERSBURG, FL 33702
P: (727) 895-4717 F: (727) 578-9542
WWW.REUBENCLARSONCONSULTING.COM

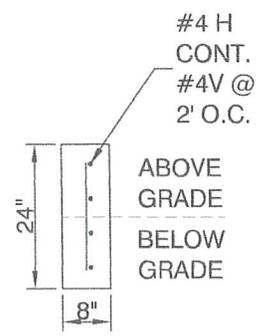
OWNER: AMY JOHNSON	CONTRACTOR: GIBSON MARINE	DATE: 4-5-2024	SHEET: 1 OF 2
7060 S SHORE DR SOUTH PASADENA, FL		DRAWN/CHECK BY: JH/JA	REVISIONS:
		SCALE: N.T.S.	
SEAWALL CAP DESIGN		PROJ. NO. RC04-24SP211S	

PJZ-0824-0002

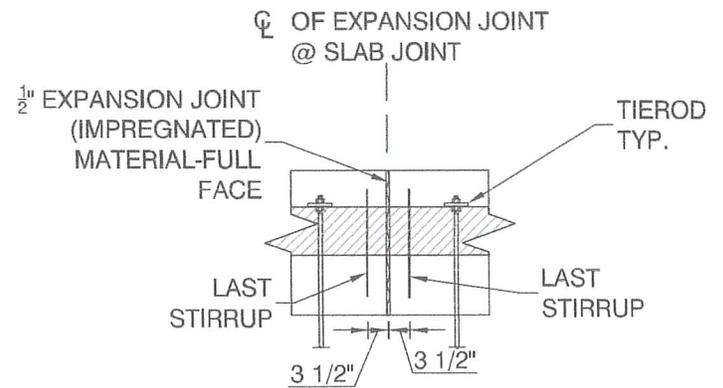
Received
AUG 19 2024



3 SEAWALL SECTION VIEW
2 OF 2 1/2"=1'



2 CAP RETURN DETAIL
2 OF 2 3/8"=1'



1 EXPANSION JOINT DETAIL
2 OF 2 N.T.S.

NOTES:
 1.) CONCRETE-5000 PSI AT 28 DAYS
 2.) REBAR-GRADE 60, PLAIN, 3" CONCRETE COVER OR FIBERGLASS.
 3.) NEW CAP AT 12" ABOVE THE EXISTING ELEVATION.
 4.) MEETS FBC 2023, 8TH EDITION.

Digitally signed by John B. Adams, Jr.
 No. 53963
 STATE OF FLORIDA
 PROFESSIONAL ENGINEER
 2024.04.08

Reuben & Clarson CONSULTING
MARINE ENGINEERING
 ASSESS. ADVISE. DESIGN
 (CERT. OF AUTH. NO. 9206)
 780 94TH AVENUE NORTH, SUITE 102, ST. PETERSBURG, FL 33702
 P: (727) 895-4717 F: (727) 578-9542
 WWW.REUBENCLARSONCONSULTING.COM

OWNER: AMY JOHNSON	CONTRACTOR: GIBSON MARINE	DATE: 4-5-2024	SHEET: 2 OF 2
7060 S SHORE DR SOUTH PASADENA, FL		DRAWN/CHECK BY: JH/JA	REVISIONS:
SEAWALL CAP DESIGN		SCALE: N.T.S.	
		PROJ. NO. RC04-24SP211S	



Received
APR 08 2024

City of South Pasadena

Community Improvement Department

GENERAL APPLICATION FOR CONSTRUCTION IN FLOOD ZONE

buildingdepartment@mvsouthpasadena.com

DATE OF APPLICATION: _____ PERMIT #: ACCS-0424-0012

Applicable Building Code: FLORIDA BUILDING CODE EIGHTH (8TH) EDITION (2023)

NOTE: MUST BE LEGIBLE AND COMPLETE BEFORE ACCEPTANCE

PROJECT SITE:

Project or Tenant: Johnson, Amy
Address: 7060 S Shore Dr
Unit/Slip No: _____
Parcel No: 31-31-16-67608-001-0410

PROPERTY OWNER:

Name: Amy Jensen-Chreteint James Johnson
Address: 1717 West Loop S
City, State, Zip: Houston Texas
Phone: _____
Email: _____

CONTRACTOR:

Company: Gibson Marine
Address: 2131 Range Rd #A Clearwater FL
Contractor's License #: CGC1514396
Phone: 727-942-3111 Email: Candace @ Gibson-Marine.com

NATURE OF WORK: Residential (1 to 4 families), Residential (more than 4 families),
 Non-Residential (Commercial), Manufactured/Mobile Home

TYPE OF WORK: New, Addition, Remodel, Repair, Demolition Site Work,
 Other (explain) _____

DETAILED DESCRIPTION OF WORK:

Install approximately 85' +/- 4' of new concrete cap. Cap to be raised approximately 12" above existing elevation.

CONSTRUCTION COST (INCLUDES ALL LABOR & MATERIALS): \$ 21,250

SUBCONTRACTORS NEEDED:

Electrical Plumbing H.V.A.C./Mechanical Gas Roofing

NOTE: Fire or Pool under separate permit

□ AFFIDAVIT: I CERTIFY THAT THIS APPLICATION, TOGETHER WITH PLANS AND SPECIFICATION, SHOW A TRUE REPRESENTATION OF CONSTRUCTION TO BE ACCOMPLISHED UNDER THIS PERMIT. IT IS UNDERSTOOD THAT ANY DEVIATIONS FROM THE ORIGINAL DOCUMENTS WILL RENDER THE PERMIT ISSUED UNDER THIS APPLICATION, NULL AND VOID, UNLESS APPROVED BY THE BUILDING OFFICIAL. THE PERMIT ISSUED UNDER THIS APPLICATION IS INVALID AFTER 180 DAYS IF THE PROJECT IS NOT STARTED AND THERE WILL BE NO REFUND.

□ NOTICE: FBC 8th EDITION (2023) 105.3.3. IN ADDITION TO THE REQUIREMENTS OF THIS PERMIT, THERE MAY BE ADDITIONAL RESTRICTIONS APPLICABLE TO THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY AND CITY, AND THERE MAY BE ADDITIONAL PERMITS REQUIRED FROM OTHER GOVERNMENTAL ENTITIES SUCH AS WATER MANAGEMENT DISTRICTS, STATE AGENCIES OR FEDERAL AGENCIES.

□ ASBESTOS NOTIFICATION: FBC 8th EDITION (2023) 105.9. IT SHALL BE THE OWNER'S OR OPERATOR'S RESPONSIBILITY TO COMPLY WITH THE PROVISIONS OF SECTION 469.003. FLORIDA STATUTES, AND TO NOTIFY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION OF HIS OR HER INTENTIONS TO REMOVE ASBESTOS, WHEN APPLICABLE, IN ACCORDANCE WITH STATE AND FEDERAL LAW.

□ OWNER/CONTRACTOR DISCLOSURE STATEMENT: OWNER MUST APPEAR IN PERSON AND SIGN DISCLOSURE STATEMENT IN ADDITION TO THIS PERMIT APPLICATION. IT IS THE PROPERTY OWNER'S RESPONSIBILITY TO COMPLY WITH ANY HOMEOWNER'S ASSOCIATION REQUIREMENTS OR DEED RESTRICTIONS THAT MAY APPLY.

□ WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT. (F.S. 713.135)

IS THIS APPLICATION THE RESULT OF A STOP WORK ORDER OR NOTICE OF VIOLATION

YES NO



Candace Buran

SIGNATURE OF LICENSE HOLDER/AGENT

PRINT NAME/TITLE

*** OFFICE USE ONLY ***

Requirements of the City of South Pasadena Code of Ordinances, Chapter 108 – Floodplain Management

A _____ + _____ foot freeboard = _____ required NAVD elevation of the lowest floor

V _____ + _____ foot freeboard = _____ required elevation of the bottom of the lowest horizontal structural member

DENIED (see plan review comments) DATE: 4/17/24 Needs Special Exception

APPROVED DATE: _____

APPROVED BY REVIEWER: _____ DATE: _____



www.gibson-marine.com
 Phone: 727-942-3111 • Fax: 727-942-3115
 2131 Range Rd. • Clearwater, FL 33765



February 6, 2024

Submitted To:	Work Performed:
Amy Johnson 7060 S Shore Dr S Pasadena FL 33707 713-557-7865 jimjohnson@chartertitle.com	

Project Description:

Install approximately 85'+/- L/F of new concrete cap. Cap to be raised 12" above existing elevation.

Contractor's Responsibility:

- Prepare an engineered drawing of the work proposed.
- Disassemble dock at seawall to install new seawall. (Dock will be trimmed approximately 3' from seawall. Once the seawall is complete Gibson Marine will reinstall portion of dock back to new seawall).
- Construct a structural steel cap cage using #4 and #5 grade 60 rebar horizontally and #3 grade 60 stirrups spaced every 12" on center.
- Form & pour a new cap measuring approximately 24" F x 18 +/-" T x 12" B using a minimum 4,000 PSI concrete.
- Install one (1) each water and electric chase tubes through cap at owner's direction.

Gibson Marine does not perform any electrical work. All electrical must be completed by licensed electrical contractor. Recommendations will be provided upon request.

Owners Responsibilities:

- Remove and replace all utilities (water and electricity), pavers, fences, shrubbery, sod, irrigation. **(Unless specified above under contractor responsibility)**
- Provide a location to store material and equipment.
- Provide free use of water and electricity.

ALL WORK IS SUBJECT TO ENGINEERING AND PERMIT APPROVAL



www.gibson-marine.com
 Phone: 727-942-3111 • Fax: 727-942-3115
 2131 Range Rd. • Clearwater, FL 33765

Budget:

Deposit Fee (non-refundable)	\$ 500.00
Due upon mobilization	\$ 9,875.00
Due upon seawall cap pour	\$ 9,875.00
Due upon final walk-through acceptance	\$ 1,000.00
Total Cost Proposal (Permit and Engineering Additional)	\$ 21,250.00

BUYER'S RIGHT TO CANCEL

THIS IS A HOME SOLICITATION SALE, AND IF YOU DO NOT WANT THE GOODS OR SERVICES, YOU MAY CANCEL THIS AGREEMENT BY PROVIDING WRITTEN NOTICE TO THE SELLER IN PERSON, BY TELEGRAM, OR BY MAIL. THIS NOTICE MUST INDICATE THAT YOU DO NOT WANT THE GOODS OR SERVICES AND MUST BE DELIVERED OR POSTMARKED BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGN THIS AGREEMENT. IF YOU CANCEL THIS AGREEMENT, THE SELLER MAY NOT KEEP ALL OR PART OF ANY CASH DOWN PAYMENT.

ONCE CONTRACTOR FILES NOTICE OF COMMENCEMENT, THE DEPOSIT IS FULLY EARNED AND IS NON-REFUNDABLE. PROOF OF PERMIT FILING WILL BE PROVIDED UPON REQUEST. PAYMENT TO BE MADE BY CHECK PAYABLE TO "GIBSON MARINE CONSTRUCTION" WHICH CHECK IS DUE AND PAYABLE AT THE ADDRESS SET FORTH ABOVE. NO CASH PAYMENTS ACCEPTED. THE TERMS AND CONDITIONS SET FORTH HEREIN AND ON THE PAGES THAT FOLLOW GOVERN THE RIGHTS AND RESPONSIBILITIES OF THE PARTIES HERETO.

Assumptions:

- Any work going beyond the scope of the services set forth here will result in additional charges that the client would be notified of in writing.
- A \$500 non-refundable deposit is due in advance. 50% of services are due upon mobilization, with the remaining balance of services due upon cap pour. Balance of contract \$1,000 due upon final clean-up.
- Additional costs associated with permitting will be billed at cost, with no additional markup.
- The proposal provided is based upon current costs and availability of materials. Due to GENERAL ECONOMIC CONDITIONS AND THE EFFECTS OF COVID 19 we may experience increases in material costs that are beyond our control. We will address this with you VIA CHANGE ORDER prior to beginning your project if it is necessary.

Respectfully submitted by: Mike Mittler, Production Manager | Gibson Marine Construction | CGC #: 1514396

I/We accept the terms and conditions of this proposal and agree to make payments as stated above.

Customer Signature: _____ Date: 3/23/24

Customer Signature: _____ Date: _____

Initials | 2

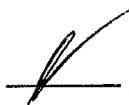


www.gibson-marine.com
Phone: 727-942-3111 • Fax: 727-942-3115
2131 Range Rd. • Clearwater, FL 33765

This proposal is valid for 90 days from the date and is subject to engineering approval.

Disconnecting Electric to Dock

1. All electrical lines will need to be disconnected from the dock.
2. The lines will need to be pulled to the landside and wrapped up approximately 5-7' behind the seawall.
3. After the seawall construction is complete, Gibson Marine will leave a "chase" tube through the new seawall cap for your electrician to reconnect the electrical to the dock.
4. If electric lines have not be disconnected per the above instructions Gibson Marine cannot begin project until electrical disconnection is completed.

Initials  | 3



www.gibson-marine.com
Phone: 727-942-3111 • Fax: 727-942-3115
2131 Range Rd. • Clearwater, FL 33765

TERMS AND CONDITIONS

- (1) **DEFINITIONS:** As used in this Contract, GIBSON MARINE CONSTRUCTION and CONTRACTOR shall mean the party authorized to perform the work described above under the terms of this Contract and further identified as ESI MARINE CONSTRUCTION, INC. d/b/a GIBSON MARINE CONSTRUCTION. PURCHASER, as used in this Contract, shall mean the owner of the real or personal property upon which the furnishing of labor, materials or equipment is authorized, or the owner's authorized agent or assigns who shall authorize such work under this Contract.
- (2) **CONTRACT WORK, PRICE AND SCOPE LIMITATIONS:** The Price shown on this Contract does not include permitting fees, electrical, plumbing, lighting, or other utilities, or any engineering or architectural fees unless specifically listed herein. **Contractor does not perform any electrical work. All electrical work must be disconnected prior to commencement of the project.** PURCHASER must contract separately for all electrical and plumbing work. Additional acknowledgments and limitations are attached hereto as Exhibit "A", are a material part of this Contract and must be initialed by the PURCHASER prior to commencement of the Work. **ALL DIMENSIONS ARE APPROXIMATE AND MAY VARY DUE TO CONSTRUCTION MATERIALS, TRIMMING AND SITE CONDITIONS.**
- (3) **RESPONSIBILITIES OF THE PARTIES REGARDING PERMITTING:** Unless otherwise agreed, Contractor will apply for the permits necessary for this project. The parties acknowledge that multiple permits from authorizing agencies may be required. PURCHASER, at PURCHASER's sole expense, will provide Contractor with all documents required by the permitting agency, including but not limited to, surveys, plats, blueprints, Association approval letters, variance signatures from neighbors and any other documents as mandated by the permitting agency. As the permitting requirements are not determined by Contractors, PURCHASER agrees that Contractor shall not be liable for any permits that cannot be obtained. Contractor will advise and assist PURCHASER with applicable code and permitting requirements. Notwithstanding the foregoing, the parties acknowledge that permitting agencies can and do change permitting and code requirements and that such changes may require the submission of additional documentation and/or revisions to the work to be performed. In the event of changes to permitting and code requirements that necessitate additional labor, materials and/or services for the project, Contractor will prepare a Change Order setting forth the required changes and the cost thereof; payment for the Change Order is due as stated in Section (4) below.
- (4) **CHANGES: CONTRACTOR** shall make all alterations, furnish the materials or services for and perform all extra work or omit any work which PURCHASER may require without modifying any other provision of this Contract at a reasonable addition to or reduction from the Contract price herein. PURCHASER specifically agrees to pay for all changes which he or she may authorize, either orally or in writing, which are not a part of this Contract. Unless otherwise specifically agreed to in writing, the amount due for such extra work shall be the cost of such work plus twenty-five (25%) percent of the cost, which amount is comprised of 15% for CONTRACTOR's overhead and 10% for profit.



TERMS AND CONDITIONS

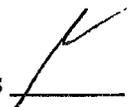
(5) WARRANTIES AND LIMITATIONS: GIBSON MARINE CONSTRUCTION warrants all labor for a period of 25 years from the date of substantial completion to be within industry standards. An absolute condition precedent to the warranties set forth in this paragraph is PURCHASER's full compliance with all obligations set forth herein, including without limitation, all timely payments pursuant to the provisions of this contract as well as the notice requirements of Chapter 558. Upon receipt of final payment, Contractor will provide PURCHASER with all manufacturer and dealer warranties and guarantees on equipment and materials installed at the project. PURCHASER agrees that Contractor shall have no liability for or with respect to any equipment and/or materials purchased or furnished by others in connection with the design and construction of the project, including, but not limited to: boat or PWC lifts; utility and water services; decking, wood, concrete and the like. PURCHASER agrees to look solely to the manufacturer of such equipment and/or materials for any and all damages, defects and warranty claims and further agrees to hold Contractor harmless as to any and all liability associated therewith.

NOTE: Counties in Central Florida have experienced a severe worm infestation which may potentially damage dock pilings. It is GIBSON MARINE CONSTRUCTION's strongest recommendation that all pilings be wrapped by others to prevent damage to the pilings. Unless specifically set forth herein, this Contract does NOT include wrapping of pilings. NO LIABILITY WHATSOEVER will be assumed by GIBSON MARINE CONSTRUCTION for any infestation of worms or similar infestations which affect the dock structure.

(6) DELAYS: CONTRACTOR shall not be liable to PURCHASER for delay in the work hereunder by the act, neglect or fault of PURCHASER, or by reason of fire or other casualty, or on account of riots, strikes, or other combined action of the workmen or others, or on the account of any acts of God, delays caused by weather or any other cause beyond CONTRACTOR'S control, including the unavailability or delay in the delivery of materials. Additionally, in the event any drilling, jetting and/or hammering activities by Contractor cannot be correctly completed due to impenetrable bottomland, irregular soil or other natural conditions, the same will be considered a force majeure. Upon the discovery of such condition, Contractor shall be entitled to charge and Owner agrees to pay the additional fees and costs for the additional labor and/or materials required to address the condition and complete the activity. In such event, Contractor will prepare a Change Order setting forth the additional labor and/or materials required and the cost thereof; payment for the Change Order is due as stated in Section (4). PURCHASER specifically acknowledges that no completion date has been guaranteed and that there shall exist no damages for any delay in the completion of the contract hereunder. Contractor shall be solely responsible for the means and methods of construction of the project and for the performance of the work performed hereunder.

(7) DISPUTES: In the event of any lawsuit arising out of this Contract, or the work to be performed thereunder, the venue of such suit shall lie in Pinellas County, Florida, and PURCHASER waives whatever rights he may have in the selection of venue. The prevailing party shall be entitled to recover from the losing party all costs of any litigation to enforce or defend any provision of this Contract, including any and all appeals filed on behalf of either party. Such costs shall include, but are not limited to, a reasonable attorney's fee and expert witness fees. This Contract shall be governed by the laws of the State of Florida. **THE PARTIES HERETO HEREBY VOLUNTARILY AND UNEQUIVOCALLY WAIVE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING HEREUNDER.**

TERMS AND CONDITIONS

Initials  | 5



www.gibson-marine.com
Phone: 727-942-3111 • Fax: 727-942-3115
2131 Range Rd. • Clearwater, FL 33765

TERMS AND INTEREST ON UNPAID BALANCE: Payments are due in accordance with the terms set forth herein regardless of any lender disbursement schedule. PURCHASER hereby authorizes any lender to make payments directly to CONTRACTOR whether or not such lender was referred by or affiliated with CONTRACTOR. "Completion of the Work" as used herein relating to final payment, shall mean "substantial completion" which should be defined as the earlier of the date upon which PURCHASER is able to utilize the labor, materials or equipment provided by CONTRACTOR for its intended purpose, regardless of whether punch list or warranty items remain incomplete. Should PURCHASER fail to timely make any payment hereunder, interest shall be charged on the unpaid principal balance at the rate of 1-1/2% per month until paid.

(9) RIGHT TO STOP WORK OR TERMINATE CONTRACT: CONTRACTOR shall have the right to stop work if payments are not made when due under this Contract, and may keep the job idle until all payments have been received. In the event any payments due hereunder are past due for a period exceeding ten (10) days, CONTRACTOR may declare a material breach under this Contract and terminate all further performance hereunder. At such time, CONTRACTOR shall be entitled to all damages set forth in the default provisions hereunder or otherwise allowed under Florida law.

(10) ACCEPTANCE AND FINAL PAYMENT: PURCHASER'S acknowledgment of, or acceptance of any labor, materials or equipment furnished pursuant to the terms of this Contract, shall constitute PURCHASER'S acceptance of said labor and materials and the making of the Final Payment hereunder shall constitute a waiver of all claims which PURCHASER has, or may have, against CONTRACTOR.

(11) BINDING EFFECT AND SEVERABILITY: This Contract shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto. Should any provision or portion of this Contract be adjudged invalid, illegal, unconscionable or in conflict with any law of the state of Florida, the validity, legality and enforceability of all remaining portions and provisions of this Contract shall not be affected or impaired thereby.

(12) ENTIRE AGREEMENT: This Contract, including the Contract Notices and Disclosures, contains all of the terms and conditions as agreed by the parties hereto, and no other agreements, instruments or papers, oral or otherwise, respecting the subject matter of this Contract, shall be deemed to exist or to bind any of the parties hereto, subject to the provisions of paragraph (4) herein.

(13) Material Escalation Clause: If, during the performance of this contract, the cost of materials significantly increases, through no fault of contractor, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the costs of materials. As used herein, a significant cost increase shall mean any increase in materials exceeding 5% experienced by contractor from the date of the contract signing. Such increase in material costs shall be documented through quotes, invoices, or receipts. Where the delivery of materials delayed, through no fault of the contractor shall not be liable for any additional costs or damages associated with such delay(s).



www.gibson-marine.com
Phone: 727-942-3111 • Fax: 727-942-3115
2131 Range Rd. • Clearwater, FL 33765

TERMS AND CONDITIONS

I HEREBY CERTIFY THAT I HAVE READ AND FULLY UNDERSTAND THE PROVISIONS OF THIS CONTRACT, INCLUDING THE TERMS AND CONDITIONS CONTAINED HEREIN AND THE CONTRACT NOTICES AND DISCLOSURES, AND I AGREE TO ALL OF THE PROVISIONS, TERMS AND CONDITIONS THEREOF.

ESI MARINE CONSTRUCTION, INC. d/b/a GIBSON MARINE CONSTRUCTION

Customer Signature: _____ Date: 3/23/24

Customer Signature: _____ Date: _____

Initials ES | 7

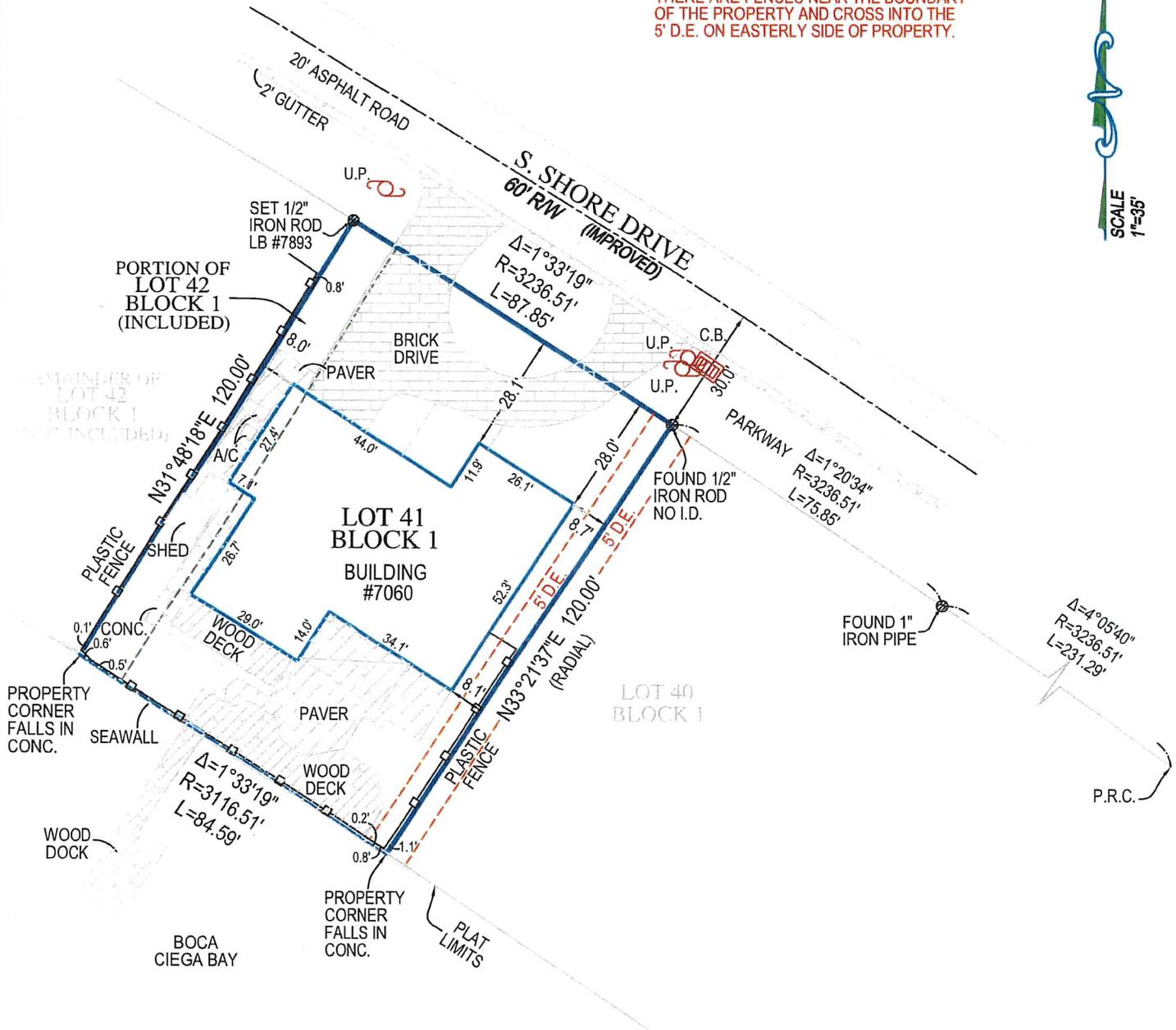
BOUNDARY SURVEY

Received

APR 08 2024

SURVEY NOTES
BRICK DRIVE CROSSES PROPERTY LINE ON NORTHERLY SIDE OF LOT.

THERE ARE FENCES NEAR THE BOUNDARY OF THE PROPERTY AND CROSS INTO THE 5' D.E. ON EASTERLY SIDE OF PROPERTY.



SURVEY NUMBER:
615433

GENERAL NOTES:

- 1) LEGAL DESCRIPTION PROVIDED BY OTHERS
- 2) THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PLAT.
- 3) UNDERGROUND PORTIONS OF FOOTINGS, FOUNDATIONS OR OTHER IMPROVEMENTS WERE NOT LOCATED.
- 4) WALL TIES ARE TO THE FACE OF THE WALL AND ARE NOT TO BE USED TO RECONSTRUCT BOUNDARY LINES.
- 5) ONLY VISIBLE ENCROACHMENTS LOCATED.
- 6) DIMENSIONS SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE SHOWN.
- 7) FENCE OWNERSHIP NOT DETERMINED.
- 8) ELEVATIONS INDICATED HEREON ARE IN FEET AND DECIMALS REFERENCED TO N.A.V.D. 1988
- 9) THIS SURVEY HAS BEEN COMPLETED FOR A MORTGAGE TRANSACTION. ITS SCOPE IS LIMITED TO THE DETERMINATION OF TITLE DEFICIENCIES. NO DESIGN OR CONSTRUCTION SHALL BE BASED UPON THIS SURVEY WITHOUT APPROVAL FROM TARGET SURVEYING PRIOR TO SUCH USE. TARGET SURVEYING ASSUMES NO RESPONSIBILITIES FOR ERRORS RESULTING FROM FAILURE TO ADHERE TO THIS CLAUSE.
- 10) IN SOME INSTANCES, GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE RELATIONSHIPS BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. IN ALL CASES, DIMENSIONS SHALL CONTROL THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.

TARGET SURVEYING, LLC
LB #7893

SERVING FLORIDA
6250 N. MILITARY TRAIL, SUITE 102
WEST PALM BEACH, FL 33407
PHONE (561) 640-4800
STATEWIDE PHONE (800) 226-4807
STATEWIDE FACSIMILE (800) 741-0576
WEBSITE: <http://targetsurveying.net>

Received
APR 08 2024



1 OVERALL SITE PLAN VIEW
1 OF 2 1"=16'

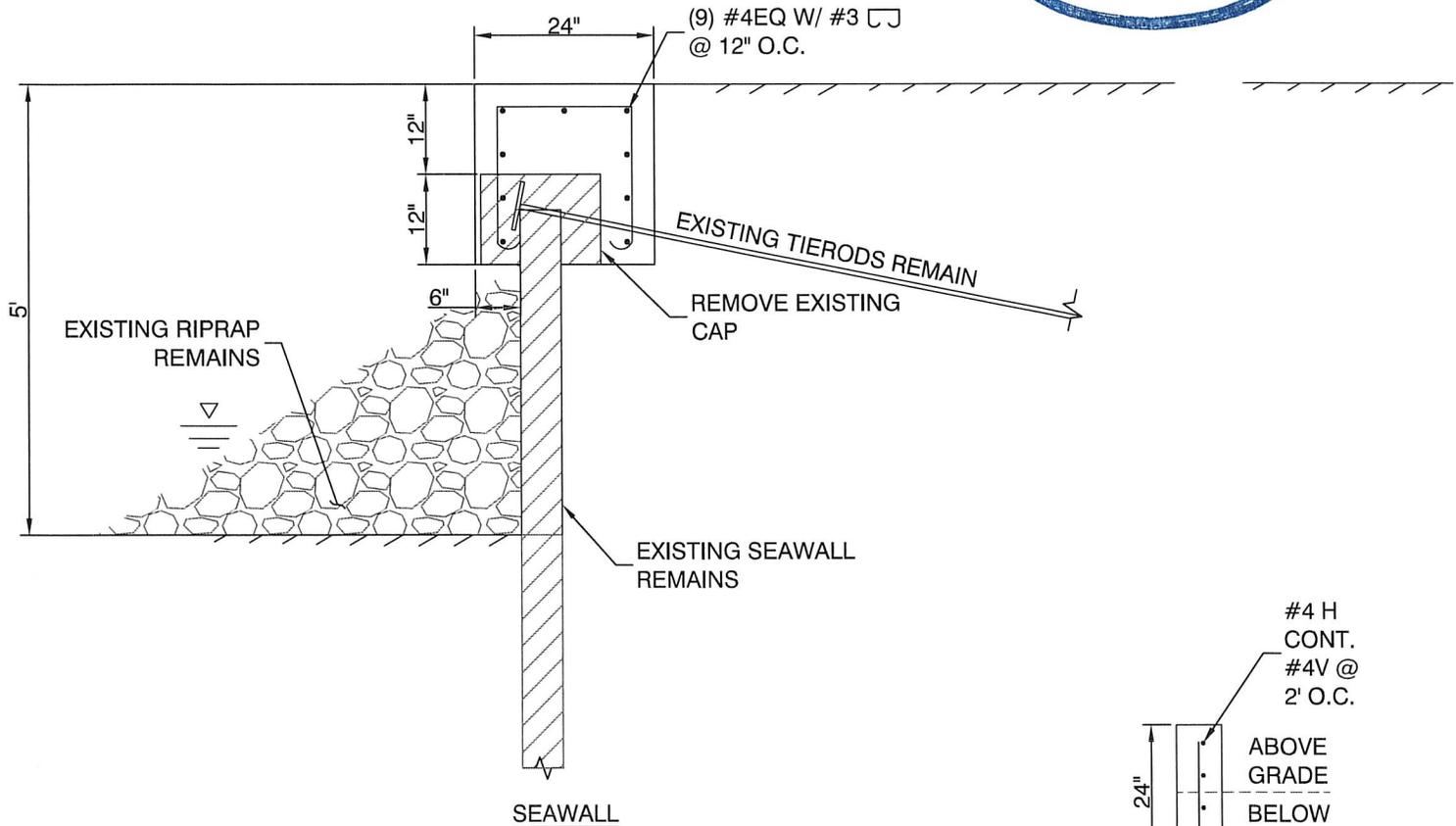


Digitally signed by John B. Adams, Jr.
Date: 2024.04.08 10:00:52 -04'00'

Reuben & Clarson
CONSULTING
MARINE ENGINEERING
ASSESS. ADVISE. DESIGN
(CERT. OF AUTH. NO. 9206)
780 94TH AVENUE NORTH, SUITE 102, ST. PETERSBURG, FL 33702
P: (727) 895-4717 F: (727) 578-9542
WWW.REUBENCLARSONCONSULTING.COM

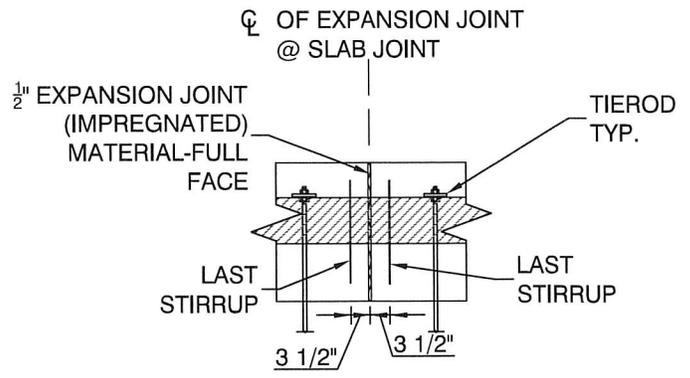
OWNER: AMY JOHNSON	CONTRACTOR: GIBSON MARINE	DATE: 4-5-2024	SHEET: 1 OF 2
7060 S SHORE DR SOUTH PASADENA, FL		DRAWN/CHECK BY: JH/JA	REVISIONS:
SEAWALL CAP DESIGN		SCALE: N.T.S.	
		PROJ. NO. RC04-24SP211S	

Received
APR 08 2024



3
SEAWALL SECTION VIEW
2 OF 2 1/2"=1'

2
CAP RETURN DETAIL
2 OF 2 3/8"=1'



1
EXPANSION JOINT DETAIL
2 OF 2 N.T.S

- NOTES:**
- 1.) CONCRETE-5000 PSI AT 28 DAYS
 - 2.) REBAR-GRADE 60, PLAIN, 3" CONCRETE COVER OR FIBERGLASS.
 - 3.) NEW CAP AT 12" ABOVE THE EXISTING ELEVATION.
 - 4.) MEETS FBC 2023, 8TH EDITION.



Digitally signed
by John B.
Adams, Jr.
Date:
2024.04.08
10:02:27 -04'00'

Reuben & Clarson
CONSULTING
MARINE ENGINEERING
ASSESS.ADVISE.DESIGN
(CERT. OF AUTH. NO. 9206)
780 94TH AVENUE NORTH, SUITE 102, ST. PETERSBURG, FL 33702
P: (727) 895-4717 F: (727) 578-9542
WWW.REUBENCLARSONCONSULTING.COM

OWNER: AMY JOHNSON	CONTRACTOR: GIBSON MARINE	DATE: 4-5-2024	SHEET: 2 OF 2
7060 S SHORE DR SOUTH PASADENA, FL		DRAWN/CHECK BY: JH/JA	REVISIONS:
SEAWALL CAP DESIGN		SCALE: N.T.S.	
		PROJ. NO. RC04-24SP211S	

2019 Y \$757,891 \$596,405 \$546,405 \$571,405 \$546,405

2023 Tax Information



Do not rely on current taxes as an estimate following a change in ownership. A significant change in taxable value may occur after a transfer due to a loss of exemptions, reset of the Save Our Homes or 10% Cap, and/or market conditions. Please use our **Tax Estimator** to estimate taxes under new ownership.

Tax Bill	2023 Millage Rate	Tax District
View 2023 Tax Bill	18.455	(SPA)

Sales History

Sale Date	Price	Qualified / Unqualified	Vacant / Improved	Grantor	Grantee	Book / Page
04-Jan-2024	\$1,635,000	<u>Q</u>	I	CUNNINGHAM DIANE J	JOHNSON JAMES A	22674/2301
20-Feb-2017	\$100	<u>U</u>	I	CUNNINGHAM DIANNE	CUNNINGHAM DIANNE J	19549/2353
12-Dec-2016	\$100	<u>U</u>	I	CUNNINGHAM DIANNE	CUNNINGHAM DIANNE J TRUSTEE	19450/2022
26-Mar-2013	\$100	<u>U</u>	I	BRIGHT SANDRA K PR	CUNNINGHAM DIANNE	17951/0096
26-Mar-2013	\$690,000	<u>U</u>	I	BRIGHT SANDRA K PR	CUNNINGHAM DIANNE	17951/0098

2024 Land Information

Land Area: 10,755 sf | 0.24 acres

Frontage and/or View: Intracoastal

Seawall: Yes

Property Use	Land Dimensions	Unit Value	Units	Method	Total Adjustments	Adjusted Value
Single Family	83x120	\$13,800	83.04	FF	1.0379	\$1,189,384
Rivers And Lakes	0x0	\$1,000	0.1000	AC	1.0000	\$100

Permit Data

Permit information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in field reviews (for example for water heater replacement permits). We are required to list all improvements, which may include unpermitted construction. Any questions regarding permits, or the status of non-permitted improvements, should be directed to the permitting jurisdiction in which the structure is located.

Permit Number	Description	Issue Date	Estimated Value
<u>POOL-0424-0001</u>	POOL	05/15/2024	\$67,500
<u>23910</u>	PORCH	09/27/2017	\$1,800
<u>23768</u>	MISCELLANEOUS	08/04/2017	\$6,500
<u>23769</u>	MISCELLANEOUS	08/04/2017	\$1,200
<u>RP45291-15</u>	DOCK	12/02/2015	\$17,000
<u>19331</u>	ADDITION/REMODEL/RENOVATION	04/16/2013	\$125,022
<u>18706</u>	SEA WALL	08/03/2012	\$350
<u>18698</u>	DOCK	07/12/2012	\$450
<u>10464</u>	ROOF	12/16/2004	\$10,000
<u>10600</u>	DOCK	12/16/2004	\$700



MIKE TWITTY, MAI, CFA
Pinellas County Property Appraiser

www.pcpao.gov

mike@pcpao.gov

JOHNSON, JAMES A
JENSEN-CHRETIEN, AMY
1717 WEST LOOP S
HOUSTON, TX 77027-3003

19 Aug 2024

RE: 31-31-16-67608-001-0410 Situs: 7060 S SHORE DR

Windstorm Loss Mitigation (WLM)

Florida Statute 553.844: "Windstorm loss mitigation; requirements for roofs and opening protection," requires the use of "Just Value", as determined by the Property Appraiser's office for Ad Valorem taxation purposes.

For the referenced parcel, the values are: Structure(s): \$286,977; Extra Features: \$25,934; and Land: \$977,442. Extra Feature values include improvements such as screen porches, patios, pools, fireplaces, decks and docks, etc.

Federal Emergency Management (FEMA) "50% Rule"

FEMA Substantial Improvement/Damage determinations require the use of "Just Value", developed by the Property Appraiser's office for Ad Valorem taxation purposes, be adjusted to approximate market value. This is accomplished in our office by dividing the Just Value of the structure by 0.85. This yields the following values: Structure(s): \$337,620; Extra Features: \$30,511; and Land: \$1,149,932.

The preceding value allocation to the structure would allow improvements not to exceed \$168,810 based on the "50% Rule".

If you disagree with the Property Appraiser's valuation of the structure, you may engage an independent real estate appraiser, state-certified by the State of Florida, to appraise the depreciated value of the structure (building). The Building Official within the property's jurisdiction will review and if approved, the depreciated value of the structure (building) may be used in lieu of the Pinellas County Property Appraiser's value estimate.

Please visit https://www.pinellascounty.org/flooding/sd_si_50.htm for more information regarding the FEMA "50% Rule".

Value Use Limitations

The above values are effective for the 2024 Preliminary Property Tax Roll as of the date of this letter and does not include the value of any improvements completed after January 1st of 2024. This information is provided solely for the purposes stated above. It is invalid for any other purpose.

CITY OF SOUTH PASADENA



AGENDA SUBMITTAL FORM

Ordinance:	NO. 2024-06	Date Submitted:	10/30/2024
Resolution:		Agenda Meeting Date:	12/03/2024
Motion:		Regular Meeting Date:	12/10/2024
Information Only		Submitted By:	COMMISSIONER THOMAS
No Action Needed:		Written By:	
Discussion:			

Subject Title: (If Ordinance or Resolution, state number and title in full.)

ORDINANCE NO. 2024-06 - AN ORDINANCE OF THE CITY OF SOUTH PASADENA, FLORIDA, AMENDING APPENDIX CHAPTER A198 FEES OF THE CODE OF ORDINANCES RELATING TO RATES AND CHARGES FOR SEWAGE USAGE; TO INCREASE THE BASE MINIMUM MONTHLY SEWER RATES AND SEWER FLOW CHARGE RATE BY 8%; PROVIDING AN EFFECTIVE DATE.

Motion Proposed:

TO PASS ORDINANCE NO. 2024-06 ON FIRST READING NOVEMBER 12, 2024

TO PASS AND ADOPT ORDINANCE NO. 2024-06 ON SECOND AND FINAL READING

SUBMIT ORIGINAL TO CITY CLERK FOR INCLUSION ON AGENDA BY WEDNESDAY.

ORDINANCE NO. 2024-06

AN ORDINANCE OF THE CITY OF SOUTH PASADENA, FLORIDA, AMENDING APPENDIX CHAPTER A198 FEES OF THE CODE OF ORDINANCES RELATING TO RATES AND CHARGES FOR SEWAGE USAGE; TO INCREASE THE BASE MINIMUM MONTHLY SEWER RATES AND SEWER FLOW CHARGE RATE BY 8%; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to gradually adjust rates to cover the cumulative effects of the increases in sewer processing rates and any new annual processing charges; and

WHEREAS, the City of St. Petersburg has proposed increasing processing fees by 10.85% for Fiscal Year 2025 from \$5,907 per million gallons (PMG) to \$6,548 PMG; and

WHEREAS, the City of South Pasadena's projected sewer processing volume for Fiscal Year 2024 averaged 186.65 million gallons or higher; and

WHEREAS, the St. Petersburg processing charge for 2025 will increase sewer processing costs by an estimated \$149,530 (to \$1,527,695) based on expected processing volumes of 186.65 million gallons; and

WHEREAS, no change in Sewer Fees for Fiscal Year 2025 would result in an estimated \$86,185 cash flow deficit; and

WHEREAS, the City Commission desires to have the Sewer Enterprise Fund at or near a breakeven cash flow; and

WHEREAS, a recommended 8% increase in variable and fixed charges is expected to generate \$1,897,730 or an additional \$140,570 in Sewer Fee Revenue resulting in a surplus of \$54,385; and

WHEREAS, in order to cover the increased sewer processing charges and produce a near breakeven budget for Fiscal Year 2025, it is imperative that revenue from sewer fees be raised.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of South Pasadena, Florida as follows:

Section 1. FINDINGS AND USAGE RATE INCREASE. As a result of the findings of the City Commission set forth above, that effective March 1, 2025, the Base and Minimum monthly charge and Flow Charge rates for sewer service shall be increased by 8%. Subsection 169-22A of Appendix Chapter A198 of the Code of Ordinances, the

schedule of base and flow rates for sewer service, is amended to read as follows:

Base and minimum monthly charge of:

Single family and multi-family units,
including mobile homes \$ 7.87 per unit

Commercial, institutional, public and all others	
5/8" meter	\$ 7.87
1" meter	\$ 20.21
1 1/2" meter	\$ 45.50
2" meter	\$ 80.84
3" meter	\$ 181.90
4" meter	\$ 323.38
6" meter	\$ 727.57
8" meter	\$1,293.43

In addition to the base rates set above, all accounts shall pay an additional flow charge of \$9.57 per 1,000 gallons, based on potable water use.

Section 2. EFFECTIVE DATE. The amended sewer usage rates established hereunder shall be utilized for the February 2025 meter readings to calculate billings beginning March 1, 2025.

Arthur Penny, Mayor

ATTEST:

Carley Lewis, City Clerk

PASSED ON FIRST READING _____ NOVEMBER 12TH _____, 2024.

PASSED AND ADOPTED ON SECOND AND FINAL READING _____, 2024.

THIS IS TO CERTIFY THAT I, the undersigned City Clerk did cause the noticing of the above ordinance in accordance with Chapter 166.041 of the Florida Statutes.

Carley Lewis, City Clerk

THIS ORDINANCE HAS BEEN APPROVED AS TO FORM AND CONTENT BY THE CITY ATTORNEY.

City Attorney

CITY OF SOUTH PASADENA



AGENDA SUBMITTAL FORM

Ordinance:	NO. 2024-07	Date Submitted:	10/30/2024
Resolution:		Agenda Meeting Date:	12/03/2024
Motion:		Regular Meeting Date:	12/10/2024
Information Only		Submitted By:	COMMISSIONER THOMAS
No Action Needed:		Written By:	
Discussion:			

Subject Title: (If Ordinance or Resolution, state number and title in full.)

ORDINANCE NO. 2024-07 - AN ORDINANCE OF THE CITY OF SOUTH PASADENA, FLORIDA, AMENDING APPENDIX CHAPTER A198 FEES OF THE CODE OF ORDINANCES RELATING TO RATES AND CHARGES FOR RECLAIMED WATER; TO INCREASE THE MINIMUM MONTHLY RECLAIMED WATER SERVICE CHARGE FOR SINGLE FAMILY RESIDENTIAL CUSTOMERS TO \$10.87 AND TO INCREASE COMMERCIAL AND MUNICIPAL USER SERVICE CHARGES TO \$310.58 PER PERVIOUS ACRE; PROVIDING AN EFFECTIVE DATE.

Motion Proposed:

TO PASS ORDINANCE NO. 2024-07 ON FIRST READING NOVEMBER 12, 2024

TO PASS AND ADOPT ORDINANCE NO. 2024-07 ON SECOND AND FINAL READING

SUBMIT ORIGINAL TO CITY CLERK FOR INCLUSION ON AGENDA BY WEDNESDAY.

ORDINANCE NO. 2024-07

AN ORDINANCE OF THE CITY OF SOUTH PASADENA, FLORIDA, AMENDING APPENDIX CHAPTER A198 FEES OF THE CODE OF ORDINANCES RELATING TO RATES AND CHARGES FOR RECLAIMED WATER; TO INCREASE THE MINIMUM MONTHLY RECLAIMED WATER SERVICE CHARGE FOR SINGLE FAMILY RESIDENTIAL CUSTOMERS TO \$10.87 AND TO INCREASE COMMERCIAL AND MUNICIPAL USER SERVICE CHARGES TO \$310.58 PER PERVIOUS ACRE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of South Pasadena Reclaimed Water rates are currently \$10.25 monthly for residential customers and \$293.00 per pervious acre per month for commercial customers; and

WHEREAS, Pinellas County Utilities provides the reclaimed water used by the residents of South Pasadena; and

WHEREAS, Pinellas County Utilities has adopted wholesale reclaimed water rate increases from Fiscal Year 2025 through Fiscal Year 2027; and

WHEREAS, there is a 15% approved increase (to \$661.25 PMG) for the fiscal year ending in September 2025; and

WHEREAS, the projected increase in reclaimed water costs for Fiscal Year 2025 is approximately \$16,925 and is projected to be \$129,740 based on expected processing volumes of 196.2 million gallons for fiscal 2025; and

WHEREAS, a recommended 6% increase in Reclaimed Water Fees is expected to generate \$291,500 or an additional \$14,000 annually in Reclaimed Water Revenue; and

WHEREAS, the City Commission desires to cover increases in reclaimed water cost charged by the County and to maintain adequate reserves for capital improvements and replacements to the City reclaimed water system.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of South Pasadena, Florida as follows:

Section 1. FINDINGS AND MONTHLY RATE INCREASE. As a result of the findings of the City Commission set forth above, that effective March 1, 2025, the Base Reclaimed Water Rates shall be increased by 6%. Subsection 192-20 of Appendix Chapter A198 of the Code of Ordinances, the schedule of rates for reclaimed water service, is amended to read as follows:

Water reclamation monthly service charges:

Single family\$ 10.87 per month

Multi-Family, Commercial, Municipal and all others

Multi-Family\$ 310.58 per pervious acre per month

Commercial\$ 310.58 per pervious acre per month

Municipal (Public).....\$ 310.58 per pervious acre per month

Section 2. EFFECTIVE DATE. The amended reclaimed water rates established hereunder shall be utilized for the February 2025 meter readings to calculate billings beginning March 1, 2025.

Arthur Penny, Mayor

ATTEST:

Carley Lewis, City Clerk

PASSED ON FIRST READING _____ NOVEMBER 12TH _____, 2024.

PASSED AND ADOPTED ON SECOND AND FINAL READING _____, 2024.

THIS IS TO CERTIFY THAT I, the undersigned City Clerk did cause the noticing of the above ordinance in accordance with Chapter 166.041 of the Florida Statutes.

Carley Lewis, City Clerk

THIS ORDINANCE HAS BEEN APPROVED AS TO FORM AND CONTENT BY THE CITY ATTORNEY.

City Attorney

4. APPROVAL OF COMMISSION MEETING MINUTES FOR THE MONTH OF
NOVEMBER 2024 ON FILE IN CITY CLERK'S OFFICE

AGENDA MEETING, NOVEMBER 5, 2024; ADMINISTRATIVE WORKSHOP,
NOVEMBER 5, 2024; REGULAR COMMISSION MEETING, NOVEMBER 12,
2024; AND ADMINISTRATIVE WORKSHOP, NOVEMBER 19, 2024.

CITY OF SOUTH PASADENA



AGENDA SUBMITTAL FORM

Ordinance:	Date Submitted:	12/05/2024
Resolution: NO. 2024-10	Agenda Meeting Date:	
Motion:	Regular Meeting Date:	12/10/2024
Information Only	Submitted By:	COMM. THOMPSON
No Action Needed:	Written By:	
Discussion:		

Subject Title: (If Ordinance or Resolution, state number and title in full.)

RESOLUTION NO. 2024-10 - A RESOLUTION OF THE CITY OF SOUTH PASADENA TO TEMPORARILY WAIVE LOCAL BUILDING PERMIT FEES BEGINNING OCTOBER 1, 2024, THROUGH AND INCLUDING MARCH 31, 2025, FOR REPAIR AND DEMOLITION OF HURRICANE DAMAGED RESIDENTIAL AND COMMERCIAL STRUCTURES; INSTALLATION OF MATERIALS AND EQUIPMENT WITHIN AND ATTACHED TO DAMAGED STRUCTURES; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion Proposed:

TO PASS RESOLUTION NO. 2024-10

SUBMIT ORIGINAL TO CITY CLERK FOR INCLUSION ON AGENDA BY WEDNESDAY.

RESOLUTION NO. 2024-10

A RESOLUTION OF THE CITY OF SOUTH PASADENA TO TEMPORARILY WAIVE LOCAL BUILDING PERMIT FEES BEGINNING OCTOBER 1, 2024, THROUGH AND INCLUDING MARCH 31, 2025, FOR REPAIR AND DEMOLITION OF HURRICANE DAMAGED RESIDENTIAL AND COMMERCIAL STRUCTURES; INSTALLATION OF MATERIALS AND EQUIPMENT WITHIN AND ATTACHED TO DAMAGED STRUCTURES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 26, 2024, storm surge and high winds from Hurricane Helene caused significant flood damage from storm surge to the ground floor of many residential and commercial properties throughout the City of South Pasadena; and

WHEREAS, on October 9, 2024, high winds and heavy rains from Hurricane Milton also caused significant damage to many structures; and

WHEREAS, damage from these two hurricanes is an extraordinary condition that warrants waiver of certain local permit fees; and

WHEREAS, the City Commission of the City of South Pasadena maintains that hiring a licensed contractor or obtaining an owner permit is a requirement of Florida law and obtaining a building permit provides protection for property owners of the City; and

WHEREAS, the City Commission of the City of South Pasadena, in compliance with Florida law, requires property owners to hire licensed contractors (or apply for an owner permit) and obtain local building permits by proposing a temporary waiver of local building permit fees for repairs and demolition of hurricane-damaged residential and commercial structures, and for installation of replacement materials and equipment within and attached to damaged structures; and

WHEREAS, other fees associated with permits such as application fees, plan review fees, credit card convenience fees, stop work order fees, re-inspection fees, surcharge fees, and fees associated with new construction and accessory structures, including new construction following demolition, are not to be waived; and

WHEREAS, numerous neighboring local governments have temporarily waived permit fees relating to repairing damage caused by the recent hurricanes, including but not limited to unincorporated Pinellas County, St. Pete Beach, Treasure Island,

Gulfport, Sunset Beach, Madeira Beach, Indian Rocks Beach, Belleair Shores, Belleair Bluffs, St. Petersburg, and Clearwater; and

WHEREAS, the City Commission of South Pasadena after due consideration, has determined that a temporary waiver of building permit fees from October 1, 2024, through March 31, 2025, consistent with this resolution, is in the best interest of the City of South Pasadena.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH PASADENA, THAT:

Section 1. Each of the above recitals is incorporated herein as the findings of the City Commission.

Section 2. There shall be a temporary waiver of certain City of South Pasadena local building permit fees from October 1, 2024, through March 31, 2025, for building permits which are necessary to conduct repairs to or demolition of storm-damaged structures and for installation of materials and equipment within and attached to damaged structures resulting from the effects of Hurricanes Helene and Milton. Proof that the building permit application relates to storm damage from Hurricanes Helene and/or Milton shall be required to justify the building permit fee waiver provided for herein.

Section 3. Applicants who have applied for, paid for, and/ or received permits from October 1, 2024 up to the enactment of this Resolution shall be entitled to a refund equal what fee would have been waived under this temporary waiver, consistent with this resolution. The applicant must request a refund within thirty (30) days of the adoption of this resolution, in writing, and must demonstrate the building permit was issued for storm damage related to Hurricanes Helene or Milton.

Section 4. This resolution is effective immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

Arthur Penny, Mayor

ATTEST:

Carley Lewis, City Clerk

THIS RESOLUTION HAS BEEN APPROVED AS TO FORM AND CONTENT BY THE
CITY ATTORNEY.

City Attorney